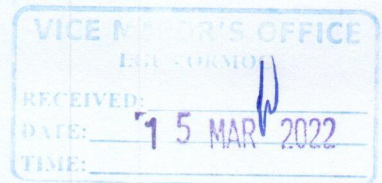
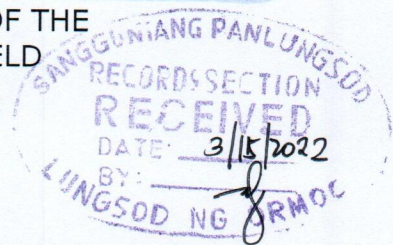


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON MARCH 15, 2022



PRESENT:

Leo Carmelo L. Locsin, Jr.
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,

City Vice Mayor & Presiding Officer
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

ON OFFICIAL BUSINESS:

Esteban V. Laurente,

(O.B. - Manila), Ex-Officio SP Member,
Chapter President, Liga ng mga Barangay ng Ormoc

Joan Marbie C. Simbajon,

(O.B. - Manila), Ex-Officio SP Member,
Chapter President, Panlungsod na Pederasyon ng mga
Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2022-065

**A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR
RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO
ENTER INTO AND SIGN THE MEMORANDUM OF
AGREEMENT (MOA) TO BE ENTERED BY AND BETWEEN THE
LOCAL GOVERNMENT UNIT OF ORMOC AND THE
DEPARTMENT OF HEALTH-EASTERN VISAYAS CENTER FOR
HEALTH DEVELOPMENT, FOR THE GRANT OF COVID-19
SPECIAL RISK ALLOWANCE (SRA) TO BARANGAY HEALTH
WORKERS**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement date March 14, 2022 from the Office of the City Mayor, endorsing a request for the issuance of a resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Agreement (MOA) to be entered by and between the Local Government Unit of Ormoc and the Department of Health Eastern Visayas Center for Health Development, for the grant of the COVID-19 Special Risk Allowance (SRA) to Barangay Health Workers. Further, requesting that this matter be treated as EXTREMELY URGENT, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated March 14, 2022, the City Legal Office finds the MOA nothing legally objectionable therein. The same is not contrary to law, morals, good customs, public policy, and public order much less detrimental to the best interest of the City;

WHEREAS, Proclamation No. 922 (s. 2020) declared a State of Public Health Emergency in recognition of the COVID-19 public health event as threat to national security, and prompted a whole-of-government approach in addressing the COVID-19 outbreak in the country;

WHEREAS, Republic Act (RA) 1194 known as "Bayanihan to Recover as One Act" affirmed the existence of a continuing national emergency in view of the unabated spread of COVID-19 and the economic disruption ensuing from it;

WHEREAS, pursuant to section 4(h) of the same Act, Administrative Order No. 42 was issued by the Office of the President allowing the continued grant of COVID-19 special risk allowance (SRA) to private and public health workers directly catering to or in contact with COVID-19 patients during the state of national emergency until June 30, 2021. The DOH and DBM issued JC No. 1, series of 2021 dated June 01, 2021 for the effective implementation of AO No. 42 under the same terms and conditions set under JC No. 2, s. 2020 as applicable;

WHEREAS, in August 21, 2021 the office of Undersecretary Leopoldo J. Vega, MD, FPCS, FPATACSI, MBA-H, Undersecretary of Health, Chief of Staff, Administration and Financial Management Team issued a Memorandum directing all Center for Health Development (CHDs) to coordinate with all Local Government Units (LGUs) and healthcare workers based on DBM-DOH Joint Circular 2021-01 that have yet to receive their SRA for December 20, 2020 to June 30, 2021 and to prepare to enter into a Memorandum of Agreement (MOA) for the transfer for the COVID-19 SRA to the Second Party;

WHEREAS, the Second Party has submitted its signed and validated list of eligible healthcare workers who have yet to receive the COVID-19 Special Risk Allowance (SRA) for the period December 20, 2020 to June 30, 2021;

WHEREAS, under Department Order No. 2021-0617, s. 2021, the FIRST PARTY shall transfer funds in the total amount of P956, 969.40 the SECOND PARTY to cover the cost of the grant of COVID-19 SRA chargeable against the Maintenance and Other Operating Expenses (MOOE) Quick Response Fund (QRF) under SAA No. 2021-12-4452 dated December 29, 2021 with reference to SARO-BMB-B-21-0008535.

WHEREAS, the subject MOA clearly and plainly encapsulate the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREAS, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health and Sanitation and SP Member Nolito M. Quilang Vice-Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Roiland H. Villasencio, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos and Jasper M. Lucero; be it;

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF ORMOC AND THE DEPARTMENT OF HEALTH-EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT, FOR THE GRANT OF COVID-19 SPECIAL RISK ALLOWANCE (SRA) TO BARANGAY HEALTH WORKERS;

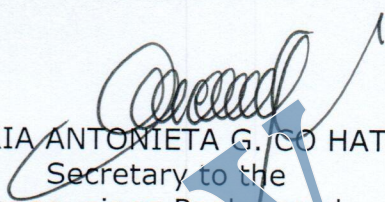
ADOPTED, March 15, 2022.

RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;




RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc, Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal officer, Atty. Josephine Mejia-Romero; the City Health Department; DOH-EV CHD; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This AGREEMENT is entered into and executed by and between:

The **DEPARTMENT of HEALTH –EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT**, a national government agency responsible for ensuring access to basic public health services to all Filipinos through the provision of quality health care and regulation of health goods and services, with office address at Government Center, Candahug, Palo, Leyte, herein represented by **EXUPERIA B. SABALBERINO, MD, MPH, CESe** in her capacity as **Director IV** of **DEPARTMENT of HEALTH –EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT**, and hereafter referred to as **"FIRST PARTY"**;

- and -

The **LOCAL GOVERNMENT UNIT OF ORMOC CITY**, likewise a government agency created and existing under the laws of the Philippines, with office address at Aunubing St., Brgy. Cogon, Ormoc City, represented herein by Mayor **RICHARD I. GOMEZ, DPA**, hereinafter referred to as the **"SECOND PARTY"** as authorized under Sanggunian Resolution No. 2021-020

(hereafter collectively referred to as **"Parties"**)

WITNESSETH:

WHEREAS, Proclamation No. 922 (s. 2020) declared a State of Public Health Emergency in recognition of the COVID-19 public health event as threat to national security, and prompted a whole-of-government approach in addressing the COVID-19 outbreak in the country;

WHEREAS, Republic Act (RA) 11494 known as *"Bayanihan to Recover as One Act"* affirmed the existence of a continuing national emergency in view of the unabated spread of COVID-19 and the economic disruption ensuing from it;

WHEREAS, pursuant to Section 4(h) of the same Act, Administrative Order No. 42 was issued by the Office of the President allowing the continued grant of COVID-19 special risk allowance (SRA) to private and public health workers directly catering to or in contact with COVID-19 patients during the state of national emergency until June 30, 2021. The DOH and DBM issued JC No. 1, series of 2021 dated June 01, 2021 for the effective implementation of AO No. 42 under the same terms and conditions set under JC No. 2 s. 2020 as applicable;

WHEREAS, in August 21, 2021 the office of Undersecretary Leopoldo J. Vega, MD, FPCS, FPATACSI, MBA-H, Undersecretary of Health, Chief of Staff, Administration and Financial Management Team issued a Memorandum directing all Center for Health Development (CHDs) to coordinate with all Local Government Units (LGUs) and healthcare facilities both public and private to submit a list of all remaining eligible healthcare workers based on DBM-DOH Joint Circular 2021-01 that have yet to receive their SRA for December 20, 2020 to June 30, 2021 and to prepare to enter into a Memorandum of Agreement (MOA) for the transfer of funds for the COVID-19 SRA to the Second Party;

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Romero

BY: City Legal Officer DATE:

WHEREAS, the Second Party has submitted its signed and validated list of eligible healthcare workers who have yet to receive the COVID-19 Special Risk Allowance (SRA) for the period December 20, 2020 to June 30, 2021;

WHEREAS, under Department Order No. 2021-0617, s. 2021, the FIRST PARTY shall transfer funds in the total amount of **P965,969.40** the SECOND PARTY to cover the cost of the grant of COVID-19 SRA chargeable against the Maintenance and Other Operating Expenses (MOOE) Quick Response Fund (QRF) under **SAA No. 2021-12-4452 dated December 29, 2021 with reference to SARO-BMB-B-21-0008535.**

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

SECTION I. ROLES AND RESPONSIBILITIES OF THE PARTIES

- A. The **FIRST PARTY** shall transfer funds the **SECOND PARTY** in the amount of **P965,969.40** for the grant of COVID-19 SRA, reckoned from December 20, 2020 to June 30, 2021 to the **SECOND PARTY's** eligible health workers, as determined by the **SECOND PARTY** in accordance with Joint Circular No. 1 s. 2021.
- B. The **SECOND PARTY** shall i) facilitate the payment of COVID-19 SRA to its eligible health workers, ii) submit to **FIRST PARTY** the final report on the number of eligible health workers signed by the human resource personnel or personnel division and certified by the head of the facility; as well as any other related guidelines that may be issued by the **FIRST PARTY**.
- C. The **SECOND PARTY** shall submit to the **FIRST PARTY** financial and accomplishment reports for monitoring, in accordance with pertinent accounting and auditing rules and regulations on or before the 10th day of the month following its recording in the Monthly Statement or Allotment and Obligation and Balance.
- D. Transferred funds must be utilized for the intended purpose by **December 31, 2022.**
- E. The **SECOND PARTY** shall submit a liquidation report in accordance with pertinent accounting rules and regulations within 30 days from termination of this Agreement.

Any subsequent fund transfer is subject to proper liquidation of the previously transferred funds.

- F. The **PARTIES** shall at all times ensure processing of sensitive and personal information in accordance with the Republic Act 10173 (Data Privacy Act of 2012) and all other related issuances of the National Privacy Commission.

SECTION II. TERM OF AGREEMENT

This Agreement is effective from the date of its execution unless terminated a) for justifiable cause, b) exhaustion of transferred funds or c) when funds have become insufficient or unavailable

REVIEWED
OFFICE CITY LEGAL OFFICE
Approved
Director IV
Separate Opinion
rafted by CLO
contrary to laws, public
icy, moral.
Amendments/Revisions
BY: Josephine A. Mejia Romero City Legal Officer
DATE: MAR 14 2022

see page 1

HON. RICHARD I. GOMEZ, DPA
City Mayor

Violation by the SECOND PARTY of this Agreement or any of the relevant issuances of the FIRST PARTY may be a ground for termination of this Agreement, without prejudice to other courses of action and remedies available under the circumstances.

Obligations that by their nature shall continue after the termination shall survive such termination.

SECTION III. WARRANTIES AND REPRESENTATIONS

- A. The Parties represent and warrant that they possess all rights and have full power and authority necessary to enter into this Agreement and perform all of their obligations.
- B. Each Party's execution, delivery and performance of this Agreement does not conflict with any agreement, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body, or administrative agency having jurisdiction over such Party.
- C. In entering into this Agreement and performing their respective obligations hereunder, the Parties warrant compliance with all applicable laws, rules and regulations.

SECTION IV. AMENDMENT

This agreement shall not be modified except by mutual agreement of both parties expressed in writing. Notwithstanding this, relevant issuances shall apply suppletorily as applicable without need of any amendment.

SECTION V. INTERPRETATION

In case of doubt or dispute in the interpretation of this agreement, the parties shall, in good faith, exert earnest efforts to resolve the same. Should there be conflict between the provision of this Agreement and any of the issuances, the latter shall prevail.

SECTION VI. SETTLEMENT OF DISPUTES

Without prejudice to the FIRST PARTY's rights under Section II, the parties shall exert every effort to amicably resolve disputes in connection with this Agreement. In case of failure to reach an amicable settlement, redress may be sought in accordance with applicable laws.

SECTION VII. LIMITATION OF LIABILITY

The SECOND PARTY shall defend and hold the FIRST PARTY harmless from any liability, claim or suit arising from this Agreement, except to the extent that the FIRST PARTY has been shown to cause or contribute to the liability or claim through its gross negligence or misconduct.

SECTION VIII. SEPARABILITY

Any provision in this Agreement that is found to be invalid or unenforceable shall not affect the remaining provisions that can otherwise be validly enforced.

HON. RICHARD I. GOMEZ, DPA
City Mayor

EXUPERIA B. SABALBERNO, MD. MPH, CESE
Director of Health

REVIEWED

MOOC CITY LEGAL OFFICE

SECTION VII. LIMITATION OF LIABILITY

Disapproved

Separate Opinion

Drafted by CMO

Not contrary to laws, public

policy, moral.

SECTION VIII. SEPARABILITY

Amendments/Revision

Atty. Josephine A. Mejia-Romero
BY: City Legal Officer

DATE: MAR 14 2021

IN WITNESS WHEREOF, all parties have signed this Memorandum of Agreement
on _____ at _____.

FIRST PARTY

By:

SECOND PARTY

By:

EXUPERIA B. SABALBERINO, MD, MPH, CSE
Director IV- DOH EVCHD

HON. RICHARD I. GOMEZ, DPA
City Mayor

SIGNED IN THE PRESENCE OF:

MS. DARBY LUMBRES, CPA
Accountant III, DOH-EVCHD

SARAH O. HERMOSO, MD, MPH
OIC- City Health Officer II

ACKNOWLEDGMENT

Republic of the Philippines)

_____) S.S

BEFORE ME, a Notary Public, this _____ day of _____, 2021 in _____, personally appeared the following persons:

NAME	Government Issued I.D.	Place/Date of Issue
EXUPERIA B. SABALBERINO, MD, MPH, CSE	TIN No. 144-142-306	
HON. RICHARD I. GOMEZ	ENR-913	

Both known to me to be the same persons who executed the foregoing Memorandum of Agreement, duly signed by their witnesses, and who acknowledge to me that the same is their own free and voluntary act and deed as well as the agency they represent.

This contract consists of _____ pages, including this page, where the acknowledgment is written, and signed on each page by the parties and respective witnesses.

WITNESS MY HAND AND SEAL this _____ in _____.

REVIEWED

ORMOC CITY LEGAL OFFICE

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Romero
BY: City Legal Officer

DATE: MAR 14 2022