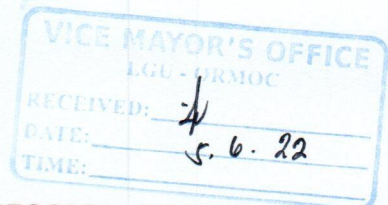
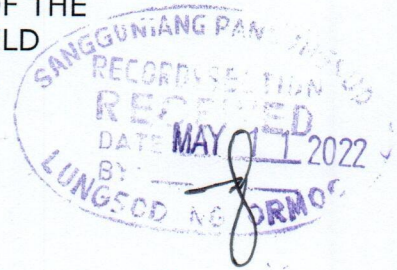


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 MAY 05, 2022 IN LIEU OF
MAY 03, 2022



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Roiland H. Villasencio,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 1 st Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member, 2 nd Asst. Majority Floor Leader
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2022-118

**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) WITH THE
DEPARTMENT OF HEALTH - EASTERN VISAYAS
CENTER FOR HEALTH DEVELOPMENT, FOR THE GRANT
OF ONE-COVID-19 ALLOWANCE FOR HEALTH
WORKERS OF CITY HEALTH DEPARTMENT**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated April 22, 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) with the Department OF Health - Eastern Visayas Center for Health Development, for the grant of ONE-COVID-19 Allowance for Health Workers of City Health Department, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated April 29, 2022 the City Legal Office finds nothing legally objectionable in the said MOA and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interests of Ormoc City;

WHEREAS, Republic Act No. 11639, otherwise known as the General Appropriations Act (GAA) for Fiscal Year (FY) 2022, provides the basis for the release of funds on the grant of COVID-19 benefits for public and private health care workers and non-health care workers, regardless of employment status, who are involved in COVID-19 response in all health facilities including military hospitals, Government Owned and Controlled Corporations (GOCCs), state university hospitals and private-licensed health facilities;

WHEREAS, Section 14 Special Provision of FY 2022 GAA allocates the fund for the COVID-19 benefits that shall be based on risk exposure of the health care worker and non-health care workers in particular setting;

WHEREAS, the Department of Health (DOH) Administrative Order (AO) No. 2022-0001 dated January 14, 2022, or the Guidelines for COVID-19 Risk Exposure Classification of Health Care Workers, was issued to set the parameters for determining the risk exposure of personnel in COVID-19 response-involved health facilities;

WHEREAS, the Department of Budget and Management (DBM) and Department of Health (DOH) issued Joint Circular No. 2022-0001, dated February 10, 2022, providing the guidelines for the grant of ONE COVID-19 ALLOWANCE (OCA) for public and private health care workers and non-health care workers, particularly requiring the parties to enter into MOA;

WHEREAS, the subject MOA clearly and plainly encapsulates 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 purpose of providing allowance for health workers of the Ormoc City Health Department, thereby, serving the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairperson, Committee on Health and Sanitation and SP Member Nolito M. Quilang, Chairperson, Committee on Laws & Ordinances, severally seconded by SP Members Roland H. Villasencio, Tomas R. Serafica, Jasper M. Lucero, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente, Joan Marbie C. Simbajon, Vincent L. Rama and Peter M. Rodriguez; 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) WITH THE DEPARTMENT OF HEALTH - EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT, FOR THE GRANT OF ONE-COVID-19 ALLOWANCE FOR HEALTH WORKERS OF CITY HEALTH DEPARTMENT;

ADOPTED, May 05, 2022.

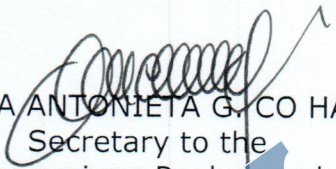
RESOLVED FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;

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 Budget Officer; the City Accountant; the City Treasurer; the City Auditor; Ormoc City Health Department; the DOH-EV CHD; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;


CARRIED UNANIMOUSLY.



I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

- A. The **FIRST PARTY** shall transfer funds to the **SECOND PARTY** in the amount as determined and approved, in accordance with the Department Order providing guidelines on the sub-allotment/transfer of funds by the Department of Health Central Office to the **FIRST PARTY** for the grant of OCA to the **SECOND PARTY**'s eligible health care workers and non-health care workers, as determined by the **SECOND PARTY** in accordance with DBM-DOH JC. No. 2022-0001.
- B. The **SECOND PARTY** shall i) facilitate the payment of OCA benefits to its eligible health care workers and non-health care workers as guided by DBM-DOH Joint Circular No 2022-0001 entitled "*Guidelines on the Grant of One COVID-19 Allowance (OCA) to Public and Private Health care Workers (HCWs) and Non-HCWs in Health Facilities Involved in COVID-19 Response*" and DOH AO No. 2022-0001 entitled "*Guidelines for COVID-19 Risk Exposure Classification for Healthcare Workers*"; ii) ensure that there is no duplicity of the names of the health care workers and non-health care workers, iii) require the health care workers and non-health care workers to sign a quitclaim with an undertaking that in case the health care workers and non-health care workers receive OCA benefits twice or more from one (1) or more health facilities, the health care workers and non-health care workers shall return the excess amount, iv) submit to **FIRST PARTY** the final report on the number of eligible health care workers and non-health care 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 its intended purpose within 1 month from the transfer of funds but not later than December 31, 2022.
- E. The **SECOND PARTY** shall submit a liquidation report with the attached Reports of Checks Issued (RCI) and the Report of Disbursement (RD) certified correct by the Head of the Accounting Office and approved by the Head of the Implementing Agency within ten (10) days after the agreed period for the Project (4.6 General Guidelines of COA Circular 94-013 dated December 13, 1994).

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

- F. The **PARTIES** shall ensure that processing of sensitive and personal information is strictly in observance with Republic Act 10173, or the Data Privacy Act of 2012 and all other related National Privacy Commission issuances.

SECTION II. TERM OF AGREEMENT

This Agreement shall be effective from the date of its execution unless shortened by these circumstances: a) mutually agreed in writing by the **PARTIES**; b) termination for justifiable cause after due notice; c) exhaustion of transferred funds; d) insufficiency or unavailability of funds; e) the Agreement purposes or reasons have been accomplished or failed to exist, respectively, or d) December 31, 2022.

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 which by nature are intended to continue beyond the termination of the Agreement 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 consent in writing by the parties. Notwithstanding, 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 willful misconduct.

SECTION VIII. SEPARABILITY

DATE: APR 29 2022

HON. RICHARD I. GOMEZ, DPA

City Mayor

EXUPERIA B. SABALBERINO, MD, MPH, CESE

Director IV

REVIEWED
DRMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by

Not contrary to laws, public

policy, moral.

Amendment

Atty. Josephine A. ...
City Legal Office

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.

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

FIRST PARTY
By:

SECOND PARTY
By:

EXUPERIA B. SABALBERINO, MD, MPH, CEsE
Director IV
DOH- EV CHD

RICHARD L. GOMEZ, DFA
City Mayor

SIGNED IN THE PRESENCE OF:

MS. DARBY LUMBRES, CPA, MM
Accountant III
DOH- EV CHD

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

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S S

BEFORE ME, a Notary Public, this _____ day of _____, 2022 in _____, personally appeared the following persons:

NAME	Government Issued I.D.	Place/Date of Issue
EXUPERIA B. SABALBERINO, MD, MPH, CEsE		

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.

REVIEWED

GRAMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Joseph A. Majis, Jr.
City Legal Officer

DATE: APR 29 2022

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 _____.

