



EXCERPT FROM THE MINUTES OF THE 25th REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON JUNE 30, 2021 AT 9:30 IN THE MORNING

PRESENT:

HON. VIRGILIO T. TERUEL,	- Vice Mayor & Presiding Officer
HON. DENNIS T. VALENCIA	- S.B. Member
HON. NERI T. CAMIÑA	- S.B. Member
HON. MARLON R. TERUÑEZ	- S.B. Member
HON. SUZETTE MARIE HILADO-BANNO	- S.B. Member
HON. REYNALDO E. TUMABOTABO	- S.B. Member
HON. JULIUS T. LEDESMA	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member
HON. NORBERTO T. TURALBA	- S.B. Member
HON. JERRY T. TUARES	- Liga President
HON. DYOSSA MARIE T. TERUÑEZ	- SKMF President

ABSENT: NONE

Resolution No. 2021-072

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE T. ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF HEALTH-WESTERN VISAYAS CENTER FOR HEALTH AND DEVELOPMENT FOR THE TRANSFER OF FUNDS FOR COVID-19 SPECIAL RISK ALLOWANCE (SRA) FROM THE DEPARTMENT OF HEALTH (DOH) TO THE MUNICIPALITY OF TIGBAUAN.

WHEREAS, in a letter dated June 29, 2021, the Hon. Mayor, Atty. Suzette T. Alquisada, requested this August Body for the urgent passing of a *“Resolution Authorizing the Municipal Mayor, Atty. Suzette T. Alquisada, For and in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement (MOA) with the Department of Health-Western Visayas Center for Health and Development for the Transfer of Funds for COVID-19 Special Risk Allowance (SRA) from the Department of Health (DOH) to the Municipality of Tigbauan”*;

WHEREAS, said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- The **DEPARTMENT OF HEALTH –WESTERN 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 Q. Abeto St. Mandurriao, Iloilo City, represented by its Regional Director, **EMILIA P. MONICIMPO, MD, MPH, CSEE, DIRECTOR IV**, as the **“FIRST PARTY”**; and
- The **MUNICIPALITY OF TIGBAUAN**, a Local Government Unit, with Office address at **Barangay 05 Tigbauan Iloilo**, represented by its **Municipal Mayor, ATTY. SUZETTE T. ALQUISADA**, as the **“SECOND PARTY”**;

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. 36 was issued by the Office of the President authorizing 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;

WHEREAS, Administrative Order No. 42 dated June 1, 2021 authorizes the continued grant of the COVID-19 SRA, as previously provided under AO No. 3, s. 2020, in the amount not exceeding P5,000 per month to public and private HWs who directly cater to or in contact with COVID-19 patients;

WHEREAS, the Department of Health (DOH) and the Department of Budget and Management (DBM) issued Joint Circular (JC) No. 2, series of 2020 and dated November 25, 2020, providing the guidelines on the grant of COVID-19 SRA to eligible health workers;

WHEREAS, the Department of Health (DOH) and the Department of Budget and Management (DBM) issued Joint Circular (JC) No. 1, series of 2021 and dated June 16, 2021, providing the guidelines on the Continued Grant of the COVID-19 Special Risk Allowance (SRA) to Public and Private Health Workers (HWs) Pursuant to Administrative Order (AO) No. 42, s. 2021;

WHEREAS, under Section 6.1.2 of the Joint Circular, the First Party shall enter into a Memorandum of Agreement (MOA) for the transfer of funds for the COVID-19 SRA to the Second Party;

WHEREAS, for and in consideration of the foregoing premises, the parties hereby agree as follows:

89

SECTION I. ROLES AND RESPONSIBILITIES OF THE PARTIES

- A. The **FIRST PARTY** shall transfer the **needed funds** to and/or reimburse the **SECOND PARTY** for the payment of COVID-19 SRA, reckoned from December 20, 2020 to April 30, 2021, to the **SECOND PARTY**'s eligible health workers, as determined by the **SECOND PARTY** in accordance with DOH and DBM Joint Circular No. 2, s. 2020.
- B. The **SECOND PARTY** shall perform all of its responsibilities set forth in Section 6.4 of the DOH and DBM Joint Circular No. 2 s. 2020, 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** a fund utilization report, together with the requirements in said Section 6.4 of the DOH and DBM Joint Circular No. 2, s. 2020, on or before the 10th day of the month following its recording in the Monthly Statement or Allotment and Obligation and Balance.
- D. The **FIRST PARTY** shall utilize the intended purpose by June 30, 2021. Unutilized funds shall be returned to the QRF of the Department after the termination of this Agreement.
- 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. TERMS OF AGREEMENT

This Agreement is effective from the date of its execution until earlier a) terminated for justifiable cause; b) exhaustion of transferred funds; c) when funds have become insufficient or unavailable; or d) December 31, 2021.

*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. AMENDMENT

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

SECTION IV. 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 V. 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 VI. 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 VII. 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.


NOW THEREFORE, on motion of HON. SUZETTE MARIE HILADO-BANNO, *Chairperson, Committee On Health & Sanitation* and duly seconded by Hon. Dennis T. Valencia, Hon. Neri T. Camiña, Hon. Marlon R. Teruñez, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Ma. Gerrylin Santuyo-Camposagrado, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares and Hon. Dyossa Marie T. Teruñez;

RESOLVE, AS IT IS HEREBY RESOLVED, to authorize the Municipal Mayor, Atty. Suzette T. Alquisada, For And In Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement (MOA) with the Department of Health-Western Visayas Center for Health and Development for the Transfer of Funds for COVID-19 Special Risk Allowance (SRA) from the Department of Health (DOH) to the Municipality of Tigbauan;

RESOLVED FURTHER, to forward copies of this Resolution to the Office of the Municipal Mayor, Atty. Suzette T. Alquisada, to the Department Of Health – Western Visayas Center For Health Development and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:


ATTY. VIRGILIO T. TERUEL
Vice Mayor & Presiding Officer

HON. VIRGILIO T. TERUEL, LAWYER
Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Dennis T. Valencia	Hon. Suzette Marie Hilado-Banno, <i>M.D.</i>	Hon. Ma. Gerrylin Santuyo-Camposagrado, <i>Lawyer, MPA</i>
Hon. Neri T. Camiña	Hon. Reynaldo E. Tumabotabo	Hon. Norberto T. Turalba
Hon. Marlon R. Teruñez	Hon. Julius T. Ledesma, <i>O.D.</i>	Hon. Jerry T. Tuares, (<i>LnB-Pres.</i>)- <i>Civil Engineer</i>
		Hon. Dyossa Marie Teruñez (<i>SKMF-Pres.</i>)

"Public office is a public trust. Public Officials must at all times be accountable to the people."