



CITY RESOLUTION NO. 2024-474
Series of 2024

DISTRICT I
HON. CATHERINE SARINO-EVARISTO
City Councilor
HON. MICHAEL E. SOLIS
City Councilor
ABSENT
HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor
HON. ALEJANDRO F. GUTIERREZ
City Councilor
HON. LEVY M. TELA
City Councilor

DISTRICT II
HON. ROBERTO L. ADVINCULA
City Councilor
HON. REYNALDO D. PALABRICA
City Councilor
HON. REYNALDO M. FABIAN
City Councilor
HON. ROGELIO M. NOLASCO
City Councilor

OFFICIAL BUSINESS
HON. ALDE JOSELITO F. PAGULAYAN
City Councilor
HON. SIMPLICIO G. DOMINGUEZ
City Councilor
HON. RANDY C. FRANCISCO
Iga ng mga Barangay Vice President
HON. PALM ANGEL S. BUNCIO
SK Federation President
Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF HEALTH (DOH)-CALABARZON CONCERNING THE HEALTH EMERGENCY ALLOWANCE OF CITY GOVERNMENT HEALTH WORKERS .

Sponsored by:

Hon. Reynaldo D. Palabrica

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, on 04 April 2024, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign and enter into a Memorandum of Agreement with the Department of Health (DOH)-CALABARZON.

WHEREAS, Republic Act No. 11712 (the "Public Health Emergency Benefits and Allowances for Health Care Workers Act") and its implementing Rules and Regulations (IRR) provides for the payment of Health Emergency Allowance (HEA), Sick and Death Compensation and other benefits for Public and Private Health Care Workers and Non-Health Care Workers during the COVID-19 pandemic and other future public health care emergencies.

WHEREAS, Section 5 of the same law stipulates that the amount of Health Care Allowance shall vary and shall be based on the risk exposure categorization of the Health Care Worker and non-Health Care Worker concerned, to wit:

Three Thousand Pesos (PhP3,000.00) for low risk
Six Thousand Pesos (PhP6,000.00) for medium risk, and
Nine Thousand Pesos (PhP9,000.00) for high risk.

WHEREAS, the City Government of Bacoor recognizes the need to establish partnership and acceptance of support from other government entities for effective implementation



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HON. STRIKE B. REVILLA
City Mayor

of its functions and responsibilities and to efficiently provide basic services essential to the promotion of the general welfare of their respective constituents. More importantly, the City Government believes that the enormous sacrifices made by its health workers at the height of the pandemic not only in terms of the amount of time they devoted in the care of patients but in the tremendous risk to their own lives and safety that they selflessly faced must be amply recognized and rewarded.

WHEREAS, a draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration with regard the afore cited reasons.

WHEREAS, the City Council reviewed the contents of the said agreement and found its terms and conditions to be resting on solid legal and moral ground.

NOW THEREFORE, upon the motion of Hon. Reynaldo D. Palabrica, unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the said Memorandum of Agreement on behalf of the city government with the DOH-CALABARZON for the immediate release of the health emergency allowance of city government health workers.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the DOH -CALABARZON, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

APPROVED this 15th day of April 2024 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 15th day of April 2024.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer



Office of the Sangguniang Panlungsod

CGBCR-SPBac-F002.04
04/05/2024

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Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This AGREEMENT is entered into and executed by and between:

The DEPARTMENT OF HEALTH (DOH)/CENTER FOR HEALTH DEVELOPMENT-CALABARZON (CHD-IVA), a national government agency/Department of Health Regional Office, 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 QMMC CMPD, PROJECT 4, QUEZON CITY, herein represented by Asec. ARIEL I. VALENCIA, MD, MPH, CESO III in the official capacity as ASSISTANT SECRETARY OF HEALTH, and hereafter referred to as "FIRST PARTY";

- and -

The NAME OF DOH SPECIALTY HOSPITAL / NATIONAL GOVERNMENT AGENCY / NAME OF LOCAL GOVERNMENT UNIT / PRIVATE HOSPITAL/CONCERNED INSTITUTION, PERTINENT DESCRIPTION AND MANDATE OF THE HEALTH FACILITY, (e.g University of the Philippines, a public/private and secular institution of higher learning, created by virtue of Act No. 1870, as amended, and reorganized and operating by virtue of Republic Act No. 9500), with address at (COMPLETE FACILITY ADDRESS), herein represented by NAME OF AUTHORIZED REPRESENTATIVE in the official capacity as (POSITION/DESIGNATION), and hereafter referred to as "SECOND PARTY";

Hereafter collectively referred to as "Parties"

WITNESSETH:

WHEREAS, Republic Act (RA) No. 11712 known as the *Public Health Emergency Benefits and Allowances for Health Care Workers Act* and its Implementing Rules and Regulations (IRR) provides for the payment of Health Emergency Allowance (HEA), Sickness and Death Compensation and other Benefits for public and private health care workers (HCWs) and non-HCWs during the COVID-19 pandemic and other future public health emergencies with retroactive application starting July 1, 2021;

WHEREAS, Section 5 of the same Act stipulates that the amount of HEA shall vary based on the risk exposure categorization of the HCWs and non-HCWs in particular setting: three thousand pesos (Php 3,000.00) for low risk, six thousand pesos (Php 6,000.00) for medium risk, and nine thousand pesos (Php 9,000.00) for high risk;

WHEREAS, the DOH Administrative Order (AO) No. 2022-0001-A or the *Amendment to Administrative Order No. 2022-0001 entitled "COVID-19 Risk Exposure Classification of Healthcare Workers"* was issued to set the parameters for determining the risk exposure of personnel in COVID-19 response-involved health facilities;

WHEREAS, the DOH - Department of Budget and Management (DBM) issued Joint Administrative Order (JAO) No. 2023-0001, dated October 16, 2023 entitled "*Guidelines on the Grant of Health Emergency Allowance to Public Health Care Workers (HCWs) and Non-HCWs During the State of Public Health Emergency Due to COVID-19*" to provide guidelines for a rationalized identification of eligible health facilities;

WHEREAS, RA No. 11936 *General Appropriations Act (GAA) FY 2023* and RA No. 11975 or the *GAA FY 2024* has appropriated funds for the payment of arrears to the eligible HCWs and non-HCWs pursuant to RA 11712;

Asec ARIEL I. VALENCIA, MD, MPH, CESO III
Assistant Secretary of Health

RACEL G. CARREON, MM
Chief Administrative Officer

ADLAI C. PATNAAN, CPA, MBA
Accountant III

NAME OF H. FACILITY REP
Position

NAME OF H. FACILITY REP (Witness)
Position

sec ARIEL I. VALENCIA, MD, MPH, CESO III
Assistant Secretary of Health

RACEL G. CARREON, MM
Chief Administrative Officer

ADLAI C. PATNAAN, CPA, MBA
Accountant III

NAME OF H. FACILITY REP
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NAME OF H. FACILITY REP (Witness)
Position

WHEREAS, the DOH issued Department Order (DO) providing guidelines on the sub-allotments/transfers and disbursements of funds for the grant of HEA to eligible HCWs and non-HCWs.

WHEREAS, the availability of funds for the subject transfer is evidenced by *Certificate of Availability of Funds (CAF)* as attached supporting document to this MOA.

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 to the **SECOND PARTY** for the grant of HEA to the eligible HCWs and non-HCWs *with the amount based on approved HEA, availability of funds downloaded by DOH to CHD and upon submission of the complete documentary requirements*, subject to pertinent accounting rules and regulations.

No transfer of funds shall be made by the **FIRST PARTY** to the **SECOND PARTY** without the latter's submission of liquidation report of previously transferred funds.

- B. The **SECOND PARTY** shall:

1. Submit the *signed* official HEA forms and Attestation Form to the **FIRST PARTY** prior to transfer of funds.
2. Facilitate the payment of HEA benefits to its eligible HCWs and non-HCWs as guided by DOH-DBM JAO No. 2023-0001 and DOH AO No. 2022-0039, as well as any other relevant issuances;
3. Ensure that there is no duplicity of the names of the HCWs and non-HCWs;
4. Require the HCWs and non-HCWs to sign a quitclaim with an undertaking to return the excess amount in case they receive HEA benefits more than once for the same month;
5. *For Local Government Units (LGUs) / Government Hospitals / Health Facilities, all transferred funds received from FIRST PARTY for payment of HEA benefits must be deposited to their Trust Fund;*
6. Submit to **FIRST PARTY** the final report on the number of eligible HCWs and non-HCWs who received the HEA benefits, as signed by the authorized Human Resource (HR) Officer from Personnel Division / Unit; and certified by the Head of the Facility;
7. Comply with any other related guidelines that may be issued by the **FIRST PARTY**;
8. Utilize the transferred funds for the intended purpose not later than *December 31, 2024* and return to the **FIRST PARTY** any unutilized funds. In the event of an extension of the fund utilization as duly authorized by the Department of Health, the relevant issuance shall be deemed incorporated in this agreement, pursuant to Section IV herein;
9. 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.

- C. 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 until the occurrence of any of these circumstances: a) termination mutually agreed upon in writing by the **PARTIES**; b) termination for justifiable cause after due notice; c) exhaustion of transferred funds; or d) insufficiency or unavailability of funds.

Asec ARIEL I. VALENCIA, MD, MPH, CESO III
Assistant Secretary of Health

RACEL G. CARREON, MM
Chief Administrative Officer

ADLAI C. PATNAAN, CPA, MBA
Accountant III

NAME OF H. FACILITY REP
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NAME OF H. FACILITY REP (Witness)
Position

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.
- D. The Parties warrant that the 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 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. Failing such resolution, the said dispute shall be elevated to and resolved by the Department of Health, Management Services Team (DOH-MST), Administrative Service-Personnel Administration Division (AS-PAD). 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

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: _____

ASEC ARIEL I. VALENCIA, MD, MPH, CESO III
Position: Assistant Secretary of Health
Office: CHD-IVA

NAME OF AUTHORIZED REP.
Position:
Health Facility:

SIGNED IN THE PRESENCE OF:

RACEL G. CARREON, MM.
Position: Chief Administrative Officer
Office: CHD-IVA

NAME
Position
Health Facility:

CERTIFIED AVAILABILITY OF FUNDS:

ADLAI C. PATNAAN, CPA, MBA
Accountant III

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, a Notary Public, this ____ day of _____, 2024 in _____, personally appeared the following persons:

NAME	Government Issued I.D.	Place/Date of Issue
Asec ARIEL I. VALENCIA, MD, MPH, CESO III		
Name of HF Representative		

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 _____.
Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.