



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Health and Sanitation		RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH (DOH) FOR THE PAYMENT OF SPECIAL RISK ALLOWANCE TO 89 GOVERNMENT HEALTHCARE WORKERS FOR THE YEAR 2021.	PCR-235A2023	
V E N U E	Sangguniang Panlungsod Session Hall, 2 ND Floor, Bacoor Government Center		D A T E / T I M E	March 06, 2023 12:00 P.M. (Regular Session)

COMMITTEE REPORT NO. HS-005-S-2023

The subject matter was referred to this Committee on the 33rd Regular Session dated 06 March 2023 for appropriate action and recommendation.

In the letter dated 21 February 2023 of Dr. Ivy Marie C. Yrastorza, City Health Officer I then addressed to Hon. City Mayor Strike B. Revilla, **Re: REQUEST FOR CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH FOR THE SPECIAL RISK ALLOWANCE.**

FINDINGS:

1. Under Section 4(h) of the Republic Act (RA) No. 11494, or the Bayanihan to Recover as One Act, authorizes the National Government to grant a **"COVID-19 Special Risk Allowance"** (SRA) to all public and private health workers (HWs) directly catering to COVID-19 patients for every month that they serving during the declaration of State of National Emergency;
2. The Department of Health (DOH) and the Department of Budget and Management (DBM) issued a *Joint Circular (JC) No. 1, series of 2020* dated 25 November 2020 providing guidelines on the grant of COVID-19 SRA to eligible public and private health workers, respectively;



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3. The issuance of AO No. 42 following the continued grant of COVID-19 SRA to private and public health workers directly catering to or in contact with COVID-19 patients until 30 June 2021, the DOH and DBM issued JC No. 1, series of 2021 dated June 1, 2021, for the effective implementation of AO No. 42 under the same terms and conditions set under JC No. 1,s,2020 as applicable
4. The DOH issued the *Memorandum Circular No. 2021-0027* giving information and guidance on *Administrative Order Nos. 42* dated 01 June 2021;
5. The DOH issued *Department Order No. 2021-0343* dated 25 June 2021, with the subject "*Guidelines on the Sub-Allotment and Disbursement of Funds to Centers for Health Development (CHDs) for the Benefit of Health Workers in Response to COVID-19 Health Emergency (Batch 5)*," and subsequently released the Sub-Allotment Advice (SAA) for this purpose, with SAA Nos. 21-06-1058 and 21-06-1074, both dated 25 June 2021;
6. LGU has been tasked by the DOH-CHD CALABARZON, to facilitate payment and promptly disburser of SRA funds to cover the benefits of the HWs in response to the COVID-19 health emergency ("*COVID-19 Benefits*");

RECOMMENDATION:

In view of the foregoing, the members of the Committee on Health and Sanitation through Hon. Councilor Alde Joselito F. Pagulayan recommended the **APPROVAL** for the IMMEDIATE PASSAGE of a City Resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign the Memorandum of Agreement with the Department of Health - Centers for Health Development CALABARZON, for the payment of Special Risk Allowance.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 20th March 2023 at the City of Bacoor, Cavite.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Committee on Health and Sanitation

COUN. ALDE JOSELITO F. PAGULAYAN

Chairman

COUN. VICTORIO L. GUERRERO JR.

Vice Chairman

COUN. CATHERINE SARINO-EVARISTO

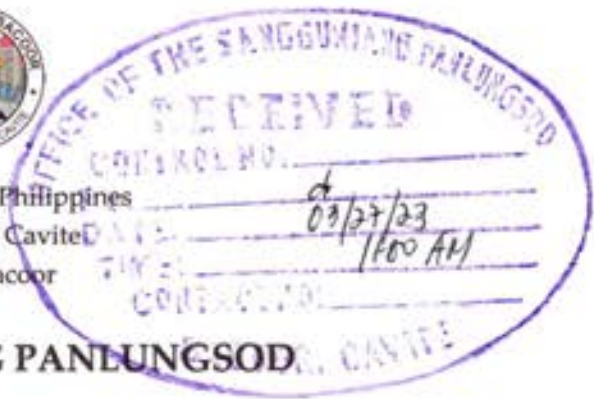
Member

COUN. REYNALDO D. PALABRICA

Member



Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD, CAVITE

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Health and Sanitation</i>		RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH (DOH) FOR THE PAYMENT OF SPECIAL RISK ALLOWANCE TO 89 GOVERNMENT HEALTHCARE WORKERS FOR THE YEAR 2021.	PCR-235-2023	
V E N U E	<i>Sangguniang Panlungsod Session Hall, 2ND Floor, Bacoor Government Center</i>		D A T E / T I M E	<i>March 06, 2023 12:00 P.M. (Regular Session)</i>

**EXCERPT FROM THE MINUTES OF THE 33rd REGULAR SESSION
 NO. HS-005-S-2023**

Hon. City Vice Mayor Rowena Bautista-Mendiola, Presiding Officer of the 5th Sangguniang Panlungsod, proceeded after the roll call, approval of the Journal and Minutes of the 32nd Regular Session and the 3rd Special Session held last 01 March 2023. Reading and referrals to Committees of proposed Ordinances and Resolutions. The above-mentioned subject matter was referred to the Committee on Health and Sanitation.

A letter dated 21 February 2023 of Dr. Ivy Marie C. Yrastorza, City Health Officer I, was endorsed by Hon. City Mayor Strike B. Revilla. Committed in providing additional benefits to healthcare workers for the payment of **Special Risk Allowance** to 89 Government Health Care Workers for the year 2021, the Hon. City Mayor Strike B. Revilla requested the members of the Sangguniang Panlungsod to perform the appropriate action that will grant him the authority to enter into and sign the Memorandum of Agreement with the Department of Health.



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A draft Memorandum of Agreement with Addendum to Agreement was submitted for review and immediate reference by the Committee on Health and Sanitation Chaired by Hon. Councilor Alde Joselito F. Pagulayan.

Hon. Councilor Alde Joselito F. Pagulayan emphasized that since the Local Government Unit (LGU) is an established government entity by virtue of R.A. No. 7160 of the Local Government Code of 1991, and its amendments, and holds ownership and exercises administrative control and supervision over the Health Facility, it was tasked by the DOH-CHD CALABARZON, to facilitate payment and promptly disburse the SRA funds to cover the benefits of the Health workers who provided critical and urgent services who responded in the COVID-19 health emergency and who are eligible recipients of the COVID-19 Benefits covered by the SRA.

The session adjourned at 01:30 P.M.

Prepared by:


PETER ADRIAN F. BORJA
Local Legislative Staff Assistant I

Attested by:


COUN. ALDE JOSELITO F. PAGULAYAN
*Chairman
Committee on Health and Sanitation*



F.5.1 PCR 235-2023 – RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH (DOH) FOR THE PAYMENT OF SPECIAL RISK ALLOWANCE TO 89 GOVERNMENT HEALTH CARE WORKERS FOR THE YEAR 2021.



Republic of the Philippines
Province of Cavite

CITY OF BACCOOR
Office of the Mayor

February 27, 2023

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite



THRU: **Atty. Khalid Atega, Jr.**
Sangguniang Panlungsod Secretary

SUBJECT: **Request for Authority to Enter into and Sign the Memorandum of Agreement with DOH for the Special Risk Allowance**

Dear Hon. Bautista-Mendiola:

In line with this administration's commitment to provide additional benefits to our health care workers, together with the letter, dated February 21, 2023, from the City Health Office requesting the City Mayor to enter into a Memorandum of Agreement with the Department of Health for the payment of Special Risk Allowance to 89 government health care workers for the year 2021, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate action that will grant me the authority to enter into and sign the above-mentioned Memorandum of Agreement with the Department of Health.

Attached herewith is a copy of the abovementioned letter from the City Health Office and draft Memorandum of Agreement for your immediate reference.

Sincerely yours,


STRIKE B. REVILLA
City Mayor



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Republic of the Philippines
Province of Cavite

CITY OF BACOR
CITY HEALTH OFFICE



For SP
+
[Signature]

February 21, 2023

HON. STRIKE B. REVILLA
City Mayor

Re : Request for City Resolution authorizing the City Mayor to enter into a Memorandum of Agreement with the Department of Health for the Special Risk Allowance

Dear Mayor Revilla,

Greetings!

May I respectfully request for a Sangguniang Panlungsod Resolution allowing the City Mayor to enter into a Memorandum of Agreement with the Department of Health for the payment of Special Risk Allowance of the 89 city government health care workers for the year 2021.

Attached herewith is the copy of the Memorandum of Agreement for your perusal.

Hoping for your favorable response. Thank you very much.

Respectfully yours,

DR. IVY MARIE C. YRASTORZA
City Health Officer I



• City Health Office of Bacoor, Sagip Buhay and Recovery City Health Center Building,
Bacoor Government Center, Bayanan City of Bacoor • bacoor.cesu@outlook.ph • (046) 435-3430 •

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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

The DEPARTMENT OF HEALTH-CENTER FOR HEALTH DEVELOPMENT IV CaLaBaRZon with office address at QMMC Compound, Project 4, Quezon City, Manila, represented herein by Ariel L. Valencia, MD, MPH, CESO III, hereinafter referred to as the "CHD CALABARZON";

and

THE CITY GOVERNMENT OF BACOOR, a local government of the Philippines with office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, Cavite represented herein by Hon. Strike B. Revilla, City Mayor of Bacoor, hereinafter referred to as the "LGU";

The CHD CALABARZON, and the LGU shall be individually referred to as "PARTY" and collectively as "PARTIES";

WITNESSETH:

WHEREAS, Section 4(h) of the Republic Act (RA) No. 11494, or the *Bayanihan to Recover as One Act*, authorizes the national government to grant a "COVID-19 Special Risk Allowance" to all public and private health workers (HWs) directly catering to COVID-19 patients for every month that they are serving during the declaration of a state of national emergency;

WHEREAS, the Department of Health (DOH) and the Department of Budget and Management (DBM) issued a Joint Circular (JC) No. 1, series of 2020 dated November 25, 2020 providing guidelines on the grant of COVID-19 SRA to eligible public and Private health workers, respectively;

WHEREAS, following the issuance of AO No. 42 following the continued grant of COVID-19 SRA to private and public health workers directly catering to or in contact with COVID-19 patients until June 30, 2021, the DOH and DBM issued JC No. 1, series of 2021 dated June 1, 2021 for the effective implementation of AO No. 42 under the same terms and conditions set under JC No. 1, s. 2020 as applicable;

WHEREAS, the Department of Health (DOH) issued the Memorandum Circular No. 2021-0027 giving information and guidance on Administrative Order Nos. 42, dated 1 June 2021;

WHEREAS, the DOH issued the Department Order No. 2021-0343 dated 25 June 2021, with subject "Guidelines on the Sub-Allotment and Disbursement of Funds to Centers for Health Development (CHDs) for the Benefits of Health Workers in Response to COVID-19 Health Emergency (Batch 5)," and subsequently released the Sub-Allotment Advice (SAA) for this purpose, with SAA Nos. 21-06-1058 and 21-06-1074, both dated 25 June, 2021;

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for the grant of COVID-19 Benefits to public health workers from RHU/SH Hospitals
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ARIEL L. VALENCIA, MD, MPH,
CESO III, Director IV, CHD CALABARZON

STRIKE B. REVILLA,
Mayor of Bacoor

PAUL C. ARRIAS,
City Health Officer

ANNE MARIE C. PANGILINAN,
Department Head, PHU/SH

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WHEREAS, LGU has been tasked by the DOH-CHD CALABARZON, to facilitate payment and promptly disburse of SRA funds to cover the benefits of the HWs in response to the COVID-19 health emergency ("COVID-19 Benefits");

WHEREAS, the LGU is an established government entity by virtue of RA No. 7160, or the Local Government Code of 1991, and its amendments, and holds ownership and exercises administrative control and supervision over the HEALTH FACILITY;

WHEREAS, the HEALTH FACILITY are public and private health facility owned by the LGU/ private entities, employing the services of Health Workers (HWs) assigned at designated COVID-19 units, who provide critical and urgent services to respond to the public health emergency during the state of national emergency, and who are eligible recipients of the COVID-19 Benefits covered by the SAA;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter set forth, the PARTIES hereby agree as follows:

ARTICLE 1. ROLES AND RESPONSIBILITIES. The PARTIES shall undertake the following:

- 1.1. CHD CALABARZON shall issue the specific guidelines prescribing the documentary requirements for the SRA, generally referred to herein as the "COVID-19 Benefits";
- 1.2. The LGU and HEALTH FACILITY shall duly and timely accomplish and submit to CHD CALABARZON, all the documentary requirements prescribed by the latter for the processing of SRA for eligible HW;
- 1.3. Upon submission of all documentary documents, it shall be understood as final and irrevocable, and no alterations nor amendments thereof shall be admitted;
- 1.4. The LGU shall base the computation of the SRA Benefits to be released on the List of Eligible Health Workers (HWs) for COVID-19 Special Risk Allowance (SRA) from December 20, 2020 to June 30, 2021 indicating therein the actual number of days physically reporting for work submitted by the HEALTH FACILITY, and which shall be herewith attached as Annex "A" and be made an integral part hereof;
- 1.5. LGU shall promptly process the fund transfer of the SRA benefits to HEALTH FACILITY's eligible HWs once all the documentary requirements have been submitted;
- 1.6. The HEALTH FACILITY shall facilitate the immediate distribution of the payment of the SRA Benefits to their eligible HWs upon transfer of funds by the LGU;
- 1.7. The LGU and HEALTH FACILITY shall ensure that all of the funds transferred by the CHD CALABARZON will be utilized for the sole purpose of distributing the SRA Benefits due to the eligible HWs currently employed thereat, and for no other purpose;

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- 1.8. The **HEALTH FACILITY** shall duly and timely submit the Payroll Schedule and Report of Disbursements and other documentary requirements to LGU, which the latter shall report and submit to **CHD CALABARZON** for validation
- 1.9. The **PARTIES** shall coordinate and cooperate among each other to swiftly facilitate the submission and processing of ALL the prescribed documentary requirements for the disbursement and liquidation purposes; and
- 1.10. The **PARTIES** shall at all times uphold that all information shared by and among them shall be "Strictly Confidential" and ensure processing of sensitive and personal information in accordance with the Republic Act 10173 (Data Privacy Act)

ART. 2. PAYMENT SCHEME. The funds for the COVID-19 Benefits of the LGU and **HEALTH FACILITY**'s HWs shall be transferred by **CHD CALABARZON** to the LGU, which shall be deposited under Trust Fund, based on pre-set allocation criteria by CHD-Calabarzon based on SRA benefits received during the Tranche 1 release to eligible HWs of compliant health facilities from 16 September to 19 December, 2020)

The LGU shall then release the funds to the **HEALTH FACILITY**, upon submission and validation of the prescribed documentary requirements, and subject to the usual accounting rules and regulations; which shall then facilitate the payment of the COVID-19 Benefits to their eligible HWs.

ART. 3. EFFECTIVITY, EXPIRATION, AND TERMINATION. This Agreement shall be effective immediately upon signing of the **PARTIES**, and shall automatically expire upon submission of the **HEALTH FACILITY** of the **Payroll Schedule, Report of Disbursements**, and any other documentary requirement to the LGU and upon the ensuing validation of COA stamped receipt of LGU's Liquidation Reports by **CHD CALABARZON**.

Where one **PARTY** violates any of the terms and conditions stipulated herein, and/or noncompliance with the requirements of pertinent provisions of existing laws, rules, and regulations, the aggrieved **PARTY** may terminate this Agreement through a notice expressed in writing, sent to the other **PARTY** at least five (5) days from termination. Otherwise, the erring **PARTY** has the right to demand notice from the other. In which case, this Agreement shall continue to be in effect and executory until said notice indicating the date of termination has been submitted by the aggrieved **PARTY**.

ART. 4. AMENDMENT. No modification, alteration, or amendment of any of the provisions of this Agreement shall be binding on the **PARTIES**, unless reduced in writing and signed by the **PARTIES**, through their duly authorized representatives and approved by the proper authorities.

ART. 5. NON-WAIVER. The failure of the **PARTIES** to insist upon the strict performance of any of the covenants, terms, and conditions herein, shall not be deemed as relinquishment or waiver of any of the rights or remedies that the **PARTIES** may have, nor shall it be construed as waiver of any subsequent breach or violation of the covenants under this Agreement. No waiver of any rights by the **PARTIES** shall be deemed to have been made, unless expressed in writing and signed by the **PARTIES** through their authorized representatives.

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for the grant of COVID-19 Benefits to public health workers from RHIG/2 hospitals
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ART. 6. SEPARABILITY. If any provision contained in this Agreement shall be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the rest of the provisions of this Agreement shall not, in any way, be affected or impaired, and shall be enforced to the full extent allowed under the law.

ART. 7. GOVERNING LAWS AND DISPUTE RESOLUTION. This Agreement shall be understood to have been constructed with respect to, and is governed by all applicable laws in the Republic of the Philippines.

In case conflict arises because of violation and/or noncompliance with the terms and conditions of this Agreement by either PARTY, the conflict must first be resolved by the PARTIES among themselves by negotiation. Should negotiation fail, actions may be filed with a court of competent jurisdiction.

IN WITNESS WHEREOF, the PARTIES hereto have affixed their signatures on this ____ day of _____, 2023, in _____, Philippines.

ARIEL I. VALERIA, MD
Director IV, CHD 4A

for CHD CALABARZON:

Ariel I. Valencia, MD, MPH,
CESO III
Director IV, CHD 4A

HON. STRIKE B. REVILLA
Mayor, City of Bacoor

for CITY GOVERNMENT
OF BACOOR

Hon. Strike B. Revilla
City Mayor, Bacoor

Signed in the Presence Of:

Racel Carreon
CAO, CHD Calabarzon

RACEL CARREON
CAO, CHD Calabarzon

Natividad I. Ople
Department Head, HRDMD

NATIVIDAD I. OPLE
Department Head, HRDMD

Certificate of Availability of Funds:

Accountant



REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, this _____ day of _____ 2020, in _____,
personally appeared:

<i>Name</i>	<i>Competent Proof of Identity</i>	<i>Date and Place Issued</i>

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed.

This instrument refers to the Memorandum of Agreement consisting of four (4) pages, including the page whereon this Acknowledgment is written, and which is signed by the Parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first written above.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.



ADDENDUM TO AGREEMENT

This Addendum is entered into by and between:

The **CENTER FOR HEALTH DEVELOPMENT IV-A CaLaBaRZon**, with office address at QMMC Compound, Project 4, Quezon City, represented by its Regional Director **ARIEL I. VALENCIA, MD, MPH, CESO III**, in his capacity as Director IV, hereinafter referred to as **"FIRST PARTY"**

- and -

THE CITY GOVERNMENT OF BACOR, a local government of the Philippines with address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, Cavite, herein represented by **HON. STRIKE B. REVILLA** in the official capacity as **CITY MAYOR**, and hereafter referred to as **"SECOND PARTY"**;

FIRST PARTY and **SECOND PARTY** shall be individually referred to as **"Party"** and collectively as **"Parties"**.

WITNESSETH THAT:

WHEREAS, pursuant to AO No. 2022-0039, dated September 2, 2022 entitled *"Supplemental Guidelines on the Grant of Health Emergency Allowance to Eligible Public and Private Health Care and Non-Health Care Workers During the COVID-19 Pandemic Pursuant to the Implementing Rules and Regulations of Republic Act No. 11712"*, the **PARTIES** entered into a Memorandum of Agreement (**"Current Agreement"**) on December 21, 2022.

WHEREAS, Section I(D) of the Current Agreement provides for the following:

D. Transferred funds must be utilized for the intended purpose within one (1) month from the transfer of funds but not later than December 31, 2022.

WHEREAS, Additional funds will be downloaded by **FIRST PARTY** to the **SECOND PARTY** to cover the payment of Health Emergency Allowance (HEA) of the remaining eligible Health Care Workers for the periods January to December 2022 and July to December 2021;

WHEREAS, the parties agree to **extend** the term of the **Current Agreement** to **not later than December 31, 2023**;

NOW, THEREFORE, the following paragraph in Current Agreement is hereby modified as follows:

*Ang pangunahing e-paglalathalahe ng trabaho nito ay ayon sa mga dalubhal ng paglalathalahe ng mga aklat, na nangangailangan ng aral sa panahon. - U.S. Department of Health and Human Services, 2011

ARIEL I. VALENCIA, MD, MPH, CESO III
Director IV

RACHEL G. CARREON, MM
C.M.D.

HON. STRIKE B. REVILLA
Mayor - City of Bacoor

DR. MARIE C. TRASTORZA, MD, DRPH
City Health Officer I

ADRIAN PATSAAN CPA, MBA
Accountant III

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ARIEL I. VALENCIA, MD, MPH, CESO III
Director IV

RACHEL G. CARRIGON, MM
CAM

HON. STRIKE B. REVILLA
Mayor - City of Bacor

IYV MABEL C. CRANTORZA, MBA, BFP
City Health Officer I

Adrian M. Palomares, CPA, MBA
Accountant III

REPUBLIC OF THE PHILIPPINES)
_____)SS.

ACKNOWLEDGMENT

BEFORE ME, this _____ day of _____, in _____, personally appeared:

Name	Competent Proof of Identity	Date and Place Issued
Ariel I. Valencia MD, MPH, CESO III		
HON. STRIKE B. REVILLA		

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed.

This instrument refers to the Contract of Service consisting of Three (3) pages, including the page whereon this Acknowledgment is written, and which is signed by the Parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first written above.

NOTARY PUBLIC

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

*Ang pagtatagpuan o paglalarang ng isang kata sa isang dokumento ay paglalarang ng kata at paglalarang ng kata ay hindi legal na maaring magkaroon ng alibi sa pusa" - U.S. Department of Health and Human Services, 2011

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