



Republic of the Philippines

Province of Cavite

CITY OF BACOR

Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

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

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
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

CITY RESOLUTION NO. 2023-203

Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO ENTER AND SIGN INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH (DOH) REGARDING THE SPECIAL RISK ALLOWANCE OF 89 GOVERNMENT HEALTH CARE WORKERS FOR THE YEAR 2021.

Sponsored by:

HON. ALDE JOSELITO F. PAGULAYAN

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, the unforeseen and unfortunate COVID-19 pandemic has greatly affected the lives of everyone even up to now that the world is slowly going back to its normal.

WHEREAS, such recovery is not possible without the courageous and bold efforts of various health professionals who were in the frontline of the battle against COVID-19.

WHEREAS, Section 4(h) of Republic Act No. 11494 (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 directly treating COVID-19 patients for every month that they are serving during the declaration of the said national emergency.

WHEREAS, Local Government Units are established government entities by virtue of RA No. 7160, (the Local government Code of 1991), and its amendments, and has administrative control and supervision over local health facilities.

WHEREAS, data submitted by the Department of Health and the City Health Office revealed that 89 government health professionals working in the City of Bacoor at the height of the pandemic are qualified to receive the said COVID-19 Special Risk allowance.

NOW THEREFORE, upon motion of Hon. Alde Joselito F. Pagulayan, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang to authorize the City Mayor, Hon. Strike B. Revilla to enter and sign into a Memorandum of Agreement with the Department of Health (DOH) regarding the Special Risk Allowance of 89 government health care workers for the Year 2021.



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Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
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

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

APPROVED on the 6th day of March 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

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

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

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 I. Valencia, MD, MPH, CESO III, hereinafter referred to as the "CHD CALABARZON";

and

THE CITY GOVERNMENT OF BACOR, 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;

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;

- 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.

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.

for **CHD CALABARZON:**

for **CITY GOVERNMENT
OF BACOR**

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

Hon. Strike B. Revilla
City Mayor, Baco

Signed in the Presence Of:

Racel Carreon
CAO, CHD Calabarzon

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.

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

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:

RACEL G. CARREON, MM.
CAO

HON. STRIKE B. REVILLA
Mayor - City of Bacoor

IVY MARIE C. YRASTORZA, MD, DPPS
City Health Officer I

ADLAI M. PATNAAN CPA, MBA
Accountant III

SECTION I. ROLES AND RESPONSIBILITIES OF THE PARTIES

D. Transferred funds must be utilized for the intended purpose not later than December 31, 2023.

This Addendum shall be an integral part of the Current Agreement, and except as otherwise provided herein, all terms and conditions of the said agreement shall remain in full force and effect.

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

FIRST PARTY

SECOND PARTY

ARIEL I. VALENCIA, MD, MPH, CESO III
Regional Director
CHD-Calabarzon

HON. STRIKE B. REVILLA
Mayor
City Government of Bacoor

Signed in the Presence of:

RACEL G. CARREON, MM
Chief Administrative Officer
CHD -Calabarzon

IVY MARIE C. YRASTORZA, MD, DPPS
City Health Officer I
City Health Office - Bacoor

Certificate of Availability of Funds:

ADLAI M. PATNAAN, CPA, MBA
Accountant III

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

RACEL G. CARREON, MM
CAO

HON. STRIKE B. REVILLA
Mayor - City of Bacoor

IVY MARIE C. YRASTORZA, MD, DPPS
City Health Officer I

Adlai M. Patnaan, CPA, MBA
Accountant III

REPUBLIC OF THE PHILIPPINES)
) S.S.

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 _____.