



Republic of the Philippines
Province of Rizal
MUNICIPALITY OF TAYTAY

OFFICE OF THE MUNICIPAL COUNCILOR
HON. MA. JECA B. VILLANUEVA
☎ 286-6126

COMM. NO. 2211-057

ENDORSEMENT

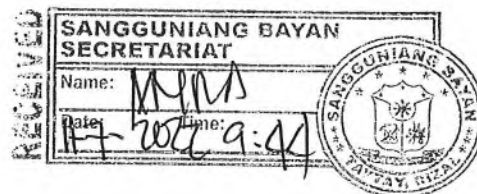
NOVEMBER 4, 2022

Respectfully forwarding to the Sangguniang Bayan Secretariat Office the attached letter regarding the Memorandum of Agreement between Municipality of Taytay/Taytay Emergency Hospital/June V. Zapanta Emergency Hospital and Center for Health Development 4A (CALABARZON)

For your appropriate action.

Thank you.

HON. MA JECA B. VILLANUEVA
Municipal Councilor



Don Hilario Cruz Ave., Club Manila East Compd. Taytay, Rizal

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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This **AGREEMENT** is entered into and executed by and between:

The **CENTER FOR HEALTH DEVELOPMENT 4A (CALABARZON)**, a national government agency/Department of Health regional office responsible for ensuring access to basic public health to all Filipinos through the provision of quality health care and regulation of health goods and services, with office address at **QMMC COMPOUND, PROJECT 4, QUEZON CITY**, herein represented by **DIR. ARIEL I. VALENCIA, MD, MPH, CESO III** in the official capacity as **DIRECTOR IV** and referred to as **“FIRST PARTY”**.

- and -

The **MUNICIPALITY OF TAYTAY/MUNICIPAL HEALTH OFFICE** the frontline in giving health services to more than Three Hundred Sixty Thousand Population, with Seven main Rural Health Unit, Thirty-Nine Barangay Health Station and one Municipal Hospital catering to the emergency needs and ancillary service to our constituents with address at Don Hilario Cruz Ave. Club Manila East Comp. Brgy. San Juan, Taytay, Rizal, herein represented by **Hon. ALLAN MARTINE S. DE LEON**. In the official capacity as **MUNICIPAL MAYOR**, 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 dated January 14, 2022, or the Guidelines for COVID-19 Risk Exposure Classification of Health Care Workers, as amended, was issued to set the parameters for determining the risk exposure of personnel in COVID-19 response-involved health facilities;

WHEREAS, the DOH issued 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”* to provide supplemental guidelines on the grant of HEA pursuant to RA No. 11712 and its IRR, particularly requiring the **PARTIES** to enter into a Memorandum of Agreement.

Hon. ALLAN MARTINE S. DE LEON
Municipal Mayor

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

RACEL G. CARREON, MM
Chief Administrative Officer

ALDWIN S. AGUINALDO, MD.
Municipal Health Officer

Hon. ALLAN MARTINE S. DE LEON

Municipal Mayor

ARIEL I. VALENCIA, MD, MPH, CESO III

Director IV

RACEL G. CARREON, MM

Chief Administrative Officer

ALDWIN S. AGUINALDO, MD.

Municipal Health Officer

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

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, 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** in the amount indicated in 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 HEA to the **SECOND PARTY**'s eligible health HCWs and non-HCWs, as determined by the **SECOND PARTY** in accordance with DOH AO No. 2022-0039.

B. The **SECOND PARTY** shall i) facilitate the payment of HEA benefits to its eligible HCWs and non-HCWs as guided by DOH AO No. 2022-0039 and DOH AO No. 2022-0001, as amended; ii) ensure that there is no duplicity of the names of the HCWs and non-HCWs, iii) require the HCWs and non-HCWs to sign a quitclaim with an undertaking that in case the HCWs and non-HCWs receive HEA benefits twice or more from one (1) or more health facilities, the HCWs and non-HCWs shall return the excess amount, iv) submit to **FIRST PARTY** the final report on the number of eligible HCWs and non-HCWs 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 of Allotment, Obligation, Balances and Disbursement.

D. Transferred funds must be utilized for its intended purpose within one (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*.

Hon. ALLAN MARTINE S. DE LEON
Municipal Mayor

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

RACEL G. CARREON, MM
Chief Administrative Officer

ALDWIN S. AGUINALDO, MD.
Municipal Health Officer

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

FIRST PARTY

By:

SECOND PARTY

By:

ARIEL I. VALENCIA, MD, MPH, CESO III
Position: Regional Director
Office: Center for Health Dev't. - Calabarzon

Hon. ALLAN MARTINE S. DE LEON
Position: Municipal Mayor
Taytay, Rizal

SIGNED IN THE PRESENCE OF:

RACEL G. CARREON, MM
Position: Chief Administrative Officer
Office: Center for Health Dev't. - Calabarzon

ALDWIN S. AGUINALDO, MD.
Position : Municipal Health Officer
Office : Health Office, Taytay, Rizal

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
ARIEL I. VALENCIA, MD, MPH, CESO III		
Hon. ALLAN MARTINE S DE LEON		

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 2022.