



Republic of the Philippines
Department of Health
OFFICE OF THE SECRETARY

SEP 02 2022

ADMINISTRATIVE ORDER

No. 2022- 0039

SUBJECT: 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

I. BACKGROUND

Republic Act No. 11712, otherwise known as the Public Health Emergency Benefits and Allowance for Health Care Workers Act, signed into law on 27 April 2022, provides for the grant of mandatory benefits and allowances to health care workers (HCWs) and non-HCWs for their critical role in providing quality care during national public health emergencies. Specifically, it allows for the grant of the Health Emergency Allowance (HEA) to eligible public and private HCWs and non-HCWs, regardless of employment status, who are involved in COVID-19 response in all health facilities, including but not limited to military hospitals, government-owned and controlled corporations (GOCCs), state university hospitals, and private-licensed health facilities, for every month of service from the time of the declaration of the public health emergency until lifted by the President.

On 26 June 2022, the Implementing Rules and Regulations (IRR) of RA 11712 was published. Pursuant to Section 13 of the IRR, these supplemental guidelines shall be issued to govern and facilitate the operational details of the grant of HEA to eligible public and private HCWs and non-HCWs during the State of Public Health Emergency due to COVID-19.

II. OBJECTIVES

This Administrative Order is issued to provide supplemental guidelines on the grant of the HEA pursuant to RA 11712 and its IRR.

III. SCOPE OF APPLICATION

These guidelines shall apply to all eligible HCWs and non-HCWs, regardless of employment status, rendering services during the COVID-19 pandemic, from 01 July 2021 until lifted by the President. All provisions in this Order shall apply to COVID-19 Risk Exposure Classification (CREC) reports for the months of July to December 2021, appealed reports from January to June 2022, and reports from July 2022 onwards and until the declaration of Public Health Emergency is lifted by the President.

IV. DEFINITION OF TERMS

The following definitions are hereby adopted for the purposes of this

Administrative Order:

- A. Health care** - refers to the maintenance or improvement of the health of individuals or populations through the prevention, diagnosis, treatment, rehabilitation, and chronic management of disease, illness, injury, and other physical and mental ailments or impairments, based on the IRR of RA No. 11712.
- B. Health facilities** - refers to any public or private institution with health care as their core service, function, or business. For the purposes of this Administrative Order, health facilities and other health-related establishments shall refer to those duly-licensed or designated by the Department of Health (DOH), including the DOH-Central Office (CO), Centers for Health Development (CHDs), Provincial/City/Municipal Health Offices, and Local Government Offices, for COVID-19 response in accordance with the government's National Action Plan (NAP) Against COVID-19 Prevent, Detect, Isolate, Treat, Reintegrate (PDITR+) strategies, based on the IRR of RA No. 11712.
- C. Health care workers (HCWs) and non-health care workers** - refers to any of the following, based on the IRR of RA No. 11712 :
1. All public and private medical, allied medical, administrative, technical, support, and other necessary personnel employed by and assigned in hospitals, health facilities, laboratories, medical or temporary treatment, and monitoring facilities, or vaccination sites, including those who are involved in COVID-19 response to mitigate transmission and further loss of lives in line with the government's NAP Against COVID-19 PDITR+ strategies;
 2. Outsourced personnel hired under an institutional or individual contract of service or job order basis who are similarly exposed to COVID-19;
 3. Barangay Health Workers (BHWs) who are part of the DOH National BHW registry system assigned in health facilities, including swabbing and vaccination sites, and those administering medical assistance, as well as those assigned in barangay health emergency response teams (BHERTs) or their successor entities.
- D. Public health emergency** - refers to the COVID-19 pandemic for which a state of public health emergency was declared throughout the Philippines last 08 March 2020 and which remains in force and effect until lifted or withdrawn by the President.
- E. COVID-19 Risk** - refers to the chance or likelihood of acquiring COVID-19 infection of HCWs and non-HCWs in the performance of their duties.
- F. COVID-19 Risk Exposure Classification (CREC)** - refers to a framework in classifying COVID-19 infection risk for HCWs and non-HCWs as high, medium, and low risk.
- G. COVID-19 Risk Exposure Classification (CREC) Report** - refers to the report that shall be submitted by the health facilities to the Health Emergency Allowance

Processing System (HEAPS) using the prescribed template of the DOH-Management Services Team (MST) which may be downloaded at the HEAPS website (<https://heaps.doh.gov.ph>). This report shall be the basis for the processing and grant of HEA.

H. Health Emergency Allowance Processing System (HEAPS) - refers to the official system that shall be used for the processing of HEA starting from the masterlisting of HCWs and non-HCWs, submission of the CREC report, up to the allocation, obligation, and disbursement of the HEA.

I. Health Emergency Allowance (HEA) Form - refers to the form generated by the HEAPS from the submitted CREC reports that shall be used in the processing of HEA.

V. GENERAL GUIDELINES

A. The following inclusion criteria shall **ALL** be satisfied to be eligible for the grant of HEA:

1. HCWs and non-HCWs are either of the following:
 - a. Employees occupying regular (permanent or temporary), contractual, or casual positions, whether full-time or part-time;
 - b. Workers engaged through contract of service (COS), including but not limited to regular, active, visiting, affiliate, honorary, medical or one-peso consultants, and job order (JO), as certified by the head of the health facility;
 - c. Outsourced personnel hired under institutional COS or JO basis assigned in health facilities;
 - d. Duly accredited and/or registered barangay health workers (BHWs) in the DOH National BHW Registry. Pending the registration and accreditation of BHWs not included in the DOH National BHW Registry, the local health board or the Municipal/City Registration and Accreditation Committee (M/CRAC) shall issue a resolution stating that these BHWs are assigned in BHERTs or their successor entities.
2. The public or private HCWs and non-HCWs are assigned to health facilities involved in the COVID-19 response in line with the NAP Against COVID-19 PDITR+ strategies.
3. The public and private HCWs and non-HCWs physically report for work at their assigned work stations in licensed health facilities on the prescribed official working hours, as authorized by the head of the agency/office.

B. The risk exposure classification for the grant of HEA shall be based on risk classification to high, medium, or low risk of the eligible public and private HCWs and non-HCWs as guided by Administrative Order No. 2022-0001 or the COVID-19 Risk Exposure Classification of Healthcare Workers dated 14 January 2022, as amended.

C. The rate of the HEA per COVID-19 Risk Exposure Classification of HCWs and non-HCWs shall be as follows:

COVID-19 Risk Exposure Classification	Rate
High	Php 9,000.00
Medium	Php 6,000.00
Low	Php 3,000.00

D. The grant of HEA shall be based on the number of hours that the public and private HCWs and non-HCWs physically report for work in a month, as certified by the head of the facility, or his/her authorized representative, reckoned starting July 1, 2021.

1. The full rate based on the identified COVID-19 Risk Exposure Classification for the month shall be granted to those who physically rendered their service in a month for ninety-six (96) hours. Otherwise, the formula below for pro-rated benefits shall be applied:

$$\text{prorated allowance} = \frac{\text{actual hours physically reported for work}}{96 \text{ hours}} \times \text{full amount}$$

2. In the case of different risk classifications, the grant of HEA shall be based in direct proportion to the hours of services physically rendered under each risk classification, as exemplified in this automated HEA calculator: bit.ly/HEAcalculator.

This computation shall be applied to all CREC reports for the months of July to December 2021, appealed reports for January to June 2022, and reports from July 2022 onwards until the declaration of Public Health Emergency is lifted by the President. There shall be no HEA above Php 9,000 per month.

3. The hours rendered during work-from-home arrangements and official business outside of the health facility to perform non-COVID-19 related activities shall not be included in the total number of hours rendered in the computations.
- E. In cases wherein personnel reports to more than one health facility involved in COVID-19 response, the personnel shall only be listed under one facility's CREC report. They reserve the right to choose which facility they prefer to be listed under to claim their HEA, provided proper documentation (ANNEX A) is presented to the chosen health facility to allow proper verification of information to be included in the CREC report.
- F. The HEA of personnel hired on a part-time basis in one or more health facilities involved in COVID-19 response shall be in direct proportion to the services rendered, provided that the total HEA received from the chosen health facility shall not exceed Php 9,000.00 for high risk, Php 6,000 for medium risk, and Php 3,000 for low risk.

- G.** The HEA of personnel whose mandated roles and responsibilities are not involved in COVID-19 response but are assigned for a certain number of hours in health facilities involved in COVID-19 response shall be based only on the number of hours physically rendered on such health facilities involved in COVID-19 response.
- H.** The HEA of an eligible DOH Office/Hospital/Drug Abuse Treatment and Rehabilitation Center (DATRC) personnel detailed to another government health facility shall be granted by the parent agency. On the other hand, the HEA of an eligible non-DOH Office/Hospital/DATRC personnel detailed to another government office/agency shall be granted by the receiving agency.
- I.** Eligible public or private HCW or non-HCWs who are compulsory retirees or service extensions may be granted the HEA, subject to the pertinent conditions and guidelines in this issuance.
- J.** The grant of HEA shall be released monthly in place of the One COVID-19 Allowance (OCA), and in addition to other existing benefits that the HCWs and non-HCWs receive, subject to the availability of funds.
- K.** The following HCWs and non-HCWs shall be excluded from the grant of HEA:
1. Consultants and experts engaged for a limited period to perform specific activities or services with expected outputs except medical consultants as mentioned in Section V.A.1.b;
 2. Laborers engaged through job contracts (pakyaw) and those paid on piecework basis;
 3. Volunteers (except BHWs), student interns, and apprentices;
 4. Individuals, and groups of individuals whose services are engaged through COS or JO, including BHWs, who are NOT assigned in health facilities involved in COVID-19 response;
 5. HCWs and non-HCWs assigned in health-related establishments NOT duly licensed or designated by the DOH for COVID-19;
 6. Those personnel who are in work-from-home arrangements for the entire month; or
 7. Those who are under quarantine and/or treatment due to COVID-19 and have not rendered actual physical services in health facilities for the entire month.
- L.** The HEA shall be subject to existing taxation laws.
- M.** All issues arising from the grant of HEA to public and private HCWs and non-HCWs assigned to health facilities involved in COVID-19 response shall be resolved exclusively by the Grievance Board, established by the DOH, as prescribed by the IRR of RA No. 11712.

N. All processing for the provision of HEA, starting from master listing of HCWs and non-HCWs, submission of CREC reports, up to the processing of HEA forms and reporting of the disbursement of the HEA shall be done through the Health Emergency Allowance Processing System (HEAPS), formerly known as the One COVID-19 Allowance Information System (OCAIS).

1. The CREC Report shall serve as the masterlist of HCWs and non-HCWs in health facilities. Likewise, it shall be the basis for the identification of eligible HCWs and non-HCWs for the allocation of funds.
2. All CREC Reports must be submitted along with an Attestation Form (ANNEX B) duly signed by the head of the health facility or head of the human resources/personnel division, clearly indicating their designation/position, acknowledging the authenticity and correctness of the CREC report. Specifically,
 - a. The CREC Report with the Attestation Form of the **DOH-CO** shall be duly signed by the Secretary of Health or the appointed Officer-in-Charge of the DOH, or the designated Officer-in-Charge (OIC), in accordance with the retroactive provision of RA No. 11712; and
 - b. The CREC Report with the Attestation Form of the **Bureau of Quarantine (BOQ) and the Food and Drug Administration (FDA)** shall be duly signed by the Director IV and Director General, respectively, or their designated OICs, in accordance with the retroactive provision of RA No. 11712.
3. The official HEA forms and updates on the release of HEA funds shall be generated through the HEAPS.
4. The guidelines in the implementation of HEAPS for the processing of HEA shall be issued separately.

O. The DOH, in coordination with the DBM, shall submit periodic reports to the Office of the President on the implementation of HEA, including but not limited to, the number of HCWs and non-HCWs assigned in health facilities involved in COVID-19 response provided with HEA and the amounts utilized for this purpose.

VI. ROLES AND RESPONSIBILITIES

A. The **DOH-Management Services Team (MST)** shall:

1. Oversee the grant of HEA to eligible HCWs and non-HCWs in health facilities engaged in COVID-19 response;
2. Prepare and release the guidelines for the sub-allotment or transfer of funds for the HEA to Centers for Health Development (CHDs), Ministry of Health-Bangsamoro Autonomous Region in Muslim Mindanao (MOH-BARMM), DOH hospitals, DATRCs, Specialty Hospitals and the Philippine General Hospital (PGH);

3. Monitor the timely release of HEA to eligible HCWs and non-HCWs assigned to health facilities engaged in COVID-19 response;
4. Consolidate the reports received from CHDs, MOH-BARMM, DOH hospitals, DATRCs, Specialty Hospitals, and the PGH; and
5. Submit periodic reports to the Office of the Secretary (OSEC).

B. The DOH-Field Implementation and Coordination Team (FICT) shall:

1. Through the CHDs, assist the MST in ensuring the timely release of HEA to eligible HCWs and non-HCWs assigned to health facilities engaged in COVID-19 response;
2. Assist the MST in validating CREC reports in the HEAPS from all CHDs, DOH hospitals, DATRCs, and sanitararia;
3. Submit weekly monitoring reports to MST on observations and/or feedback on the process of provision of the HEA.

C. The DOH-Knowledge Management and Information Technology Service (KMITS) shall:

1. Develop, maintain and update the HEAPS as necessary, as well as provide key inputs and recommendations on its deployment; and
2. Assist MST, AS and FICT in the conduct of training for users and develop relevant training materials.

D. The DOH-Centers for Health Development (CHDs) shall:

1. Coordinate with local government units, and other government and private health facilities involved in COVID-19 response within their jurisdiction;
2. Enter into a Memorandum of Agreement (MOA) with LGUs and private health facilities, using the template provided in Annex C, for the transfer of funds and the payment of the HEA to eligible HCWs and non-HCWs assigned in health facilities involved in COVID-19 response;
3. Alternatively, the CHDs may directly process claims for the grant of the HEA to eligible public and private HCWs and non-HCWs, in instances where MOA with the LGU or private health facility cannot be executed or delayed subject to budgeting and auditing rules and regulations. *Provided*, that the risk classification of the HCWs or non-HCWs and the computation of the appropriate HEA for each HCW or non-HCW along with other requirements, certifications, and consent for data sharing shall be signed and submitted by the head of the human resource or personnel division (if such division is in the structure) and the head of the health facility, clearly indicating his/her designation or position;

4. Evaluate and validate the submitted CREC reports and submit to the DOH-MST, via the HEAPS, a certification (ANNEX D) attesting that the submitted reports had undergone thorough verification and validation guided by the provisions of relevant laws and issuances. The certification must be signed by the designated validator of the CHD, clearly indicating his/her designation or position;
5. Per COA's recommendation (per CAAR 2021, page 222), CHDs may open or use their Local Currency Account to pay the eligible HCWs and non-HCWs through the issuance of cheques or List of Due and Demandable Accounts Payable-Advice to Debit Account. If not applicable, the concerned CHD may seek the opinion of their resident COA Auditor in writing regarding the payment through cash advances of a special Disbursing Officer as another option;
6. Update daily the online sheet (ANNEX E) of the DOH-MST for consolidation and monitoring. For this purpose, this report shall entail the list of health facilities obligated and provided with funds for HEA, the total number of personnel, and the total amount of HEA obligated and given to each facility; and
7. Submit to the DOH-MST and FICT the physical and financial accomplishment reports (ANNEX F) for monitoring in accordance with pertinent accounting and auditing rules and regulations.

E. The Ministry of Health-Bangsamoro Autonomous Region of Muslim Mindanao (MOH-BARMM) shall:

1. Coordinate with local government units, and other government and private health facilities within its jurisdiction;
2. Facilitate the payment of the HEA to eligible HCWs and non-HCWs in government-owned health facilities involved in the COVID-19 response;
3. Enter into a MOA with private health facilities, using the template provided in Annex C, for the transfer of funds and the payment of the HEA to eligible HCWs and non-HCWs assigned to health facilities involved in COVID-19 response;
4. Alternatively, the MOH-BARMM may directly process claims for the grant of the HEA to eligible public and private HCWs and non-HCWs in instances where MOA with the private health facility cannot be executed or delayed, subject to budgeting and auditing rules and regulations. *Provided*, that the risk classification of the HCWs or non-HCWs and the computation of the appropriate HEA for each HCW or non-HCW along with other requirements, certifications, and consent for data sharing shall be signed and submitted by the head of the health facility or head of the human resources/personnel division, clearly indicating his/her designation or position;

5. Evaluate and validate the submitted CREC reports and submit to the DOH-MST, via the HEAPS, a certification (ANNEX D) attesting that the submitted reports had undergone thorough verification and validation guided by the provisions of relevant laws and issuances. The certification must be signed by the designated validator of the CHD, clearly indicating his/her designation or position;
6. Update daily the online monitoring sheet (ANNEX E) of the DOH-MST for consolidation and monitoring. For this purpose, the reports shall entail the following: the list of health facilities provided with funds for HEA, the total and number of personnel, and the total amount of HEA given to each facility; and
7. Submit physical and financial accomplishment reports (ANNEX F) to the DOH-MST for monitoring in accordance with applicable accounting and auditing rules and regulations.

F. The DOH Hospitals, DATRCs, GOCCs, Philippine General Hospital, and Philippine Genome Center, Attached Agencies, as well as the DOH Central Office, CHDs, and MOH-BARMM, shall:

1. Facilitate the payment of the HEA to eligible HCWs and non-HCWs involved in the COVID-19 response in their respective units;
2. Submit monthly CREC reports to the DOH-MST through the HEAPS using templates as prescribed by the DOH. For this purpose, the reports shall entail the following: the list of eligible HCWs and non-HCWs; respective positions; COVID-19 exposure risk classification; and the number of hours physically present for work;
3. Submit monthly through the HEAPS a certification (ANNEX B) attesting to the authenticity and correctness of the contents of the monthly CREC report, and that consent for sharing of data has been obtained from the personnel involved. The certification must be signed by the head of health facility or head of the human resources/personnel division, clearly indicating his/her designation or position;
4. Regularly update the COVID-19 risk exposure classification of their personnel to enable proper monthly computation of HEA; and
5. Submit physical and financial accomplishment reports (ANNEX F) to the DOH-MST for monitoring in accordance with applicable accounting and auditing rules and regulations.

G. The LGU-owned and Licensed Private Health Facilities concerned shall:

1. Facilitate the payment of the HEA to eligible HCWs and non-HCWs assigned to health facilities involved in the COVID-19 response in line with the COVID-19 NAP strategy of PDITR+ strategy;

2. Submit monthly CREC reports via the HEAPS using templates as prescribed by the DOH. For this purpose, the reports shall entail the list of eligible HCWs and non-HCWs, respective positions, COVID-19 exposure risk classification; and the number of hours physically present for work. This shall be submitted electronically through the HEAPS;
3. Submit monthly through the HEAPS a certification (ANNEX B) attesting to the authenticity and correctness of the contents of the monthly CREC report, and that consent for sharing of data has been obtained from the personnel involved. The certification must be signed by the head of the health facility or head of the human resources/personnel division, clearly indicating his/her designation or position;
4. Regularly update the COVID-19 risk exposure classification of their personnel to enable proper monthly computation of HEA; and
5. Submit physical and financial accomplishment reports (ANNEX F) to the DOH-CHD/MOH for monitoring in accordance with applicable accounting and auditing rules and regulations.

VII. SEPARABILITY CLAUSE

If any clause, sentence, or provision of this Order shall be declared invalid or unconstitutional, the other provisions unaffected thereby shall remain valid and effective.

VIII. REPEALING CLAUSE

Any orders, issuances, rules, and regulations inconsistent with or contrary to this Order shall be repealed, amended, or modified accordingly.

IX. EFFECTIVITY CLAUSE

This Order shall take effect after fifteen (15) days following its publication in a newspaper of general circulation and upon filing of three (3) certified copies to the University of the Philippines Law Center.

MARIA ROSARIO S. VERGEIRE, MD, MPH, CESO II
Officer-in-Charge
Department of Health

ANNEX A.

CERTIFICATION OF NUMBER OF HOURS PHYSICALLY RENDERED

Health care worker (HCW)/Non-HCW Reporting to Multiple Health Facilities

Period : _____

Name: _____

Present Address: _____

Name of Health Facility**	Position Title	Employment Status	Place of Assignment	Number of Hours Physically Rendered			Certified correct by: (Human Resource Management Officer/Administrative Officer)	
				Low	Medium	High	Name	Signature
<i>Health Facility A</i>								
<i>Health Facility B</i>								
<i>Health Facility C</i>								
<i>Health Facility D</i>								
TOTAL								

Name and signature of HCW/non-HCW

***The health facility shall be duly licensed or designated by the DOH, CHD, Provincial/City/Municipal Health Offices and Local Government Health Offices, for COVID-19 response per R.A. No. 11712.*

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ANNEX B. ATTESTATION FORM OF HEALTH FACILITIES

I, _____ [Full Name of Head of Health Facility/Human Resources],
_____ [Position], a duly authorized representative of _____, [Name of
Health Facility/MOH/CHO/PHO/CHD/MOH] do hereby declare and attest the following:

1. That all individuals listed are employed in this _____ [Name of Health Facility] in _____ [Region]; are among the list of eligible health care workers and non-health care workers to receive Health Emergency Allowance (HEA) as prescribed in the Republic Act No. 11712: "Public Health Emergency Benefits and Allowance for Health Care Workers Act", its implementing rules and regulations, and supplemental guidelines.
2. That this submission through the Health Emergency Allowance Processing System (HEAPS) had been executed strictly in accordance with the provisions indicated in the aforementioned laws and policies.
3. That all individuals listed in the Covid-19 Risk Exposure Classification (CREC) Report have provided the information indicated therein with full knowledge that the processing thereof is necessary for the for the processing of HEA, in accordance with the Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012;
4. That all individuals listed and encoded/uploaded to the HEAPS have provided the information indicated therein with expectation that the relevant government agencies will uphold the rights of the data subjects, implement the appropriate security measures, and will remain adherent to the general data privacy principles of transparency, legitimate purpose, and proportionality, in processing their personal information; and
5. That all matters set forth listed or uploaded/encoded to the HEAPS have been made in good faith, duly verified by me and to the best of my knowledge and belief are true and correct.

Done this ___ day of _____, 2022 in _____

By:

.....

[SIGNATURE OVER FULL NAME]

[Head of Facility/Human Resources]

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ANNEX C.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

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

The **DEPARTMENT OF HEALTH (DOH)/NAME OF CENTER FOR HEALTH DEVELOPMENT (CHD)**, 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 **(COMPLETE OFFICE ADDRESS)**, herein represented by **(NAME OF AUTHORIZED REPRESENTATIVE)** in the official capacity as **(POSITION/DESIGNATION)**, 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 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-_____, dated _____, 2022 entitled “*Supplemental Guidelines to the Implementing Rules and Regulations of Republic Act No. 11712 on the Provision of Health Emergency Allowance to Eligible Public and Private Health Care and Non-Health Care Workers During the COVID-19 Pandemic*” 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.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

SECTION I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The **FIRST PARTY** shall transfer funds to the **SECOND PARTY** in the amount indicated in the 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-_____.
2. 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-_____ and DOH AO No. 2022-0001 entitled “*Guidelines for COVID-19 Risk Exposure Classification for Healthcare Workers*”, 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**.
3. 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.
4. 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*.

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5. 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.

6. 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.

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

1. 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.
2. 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.
3. 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.

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

FIRST PARTY

By:

SECOND PARTY

By:

NAME OF AUTHORIZED REPRESENTATIVE

Position

Office

NAME OF AUTHORIZED REPRESENTATIVE

Position

Office

1 A

SIGNED IN THE PRESENCE OF:

NAME
Position
Office

NAME
Position
Office

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

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.

ANNEX D. ATTESTATION FORM OF CHD/FICT/MST VALIDATORS

I, _____ [Full Name of Validator], _____ [Position], a duly authorized representative of _____, [CHD/FICT/MST] do hereby declare and attest to the following:

1. That the submission of _____ [Name of Facility] in _____ [Region] had undergone thorough verification and validation by the management of this facility as manifested in their attestation form.
2. That this submission through the Health Emergency Allowance Processing System (HEAPS) had been validated based solely on the information made available by the facility and guided by the provisions of Republic Act No. 11712: "Public Health Emergency Benefits and Allowance for Health Care Workers Act," its implementing rules and regulations and supplemental guidelines. Should the actual facts be different from the information contained in the submitted CREC report to which this CHD/FICT/MST is not in position or no capacity to verify, the facility shall bear sole responsibility therewith.
3. That proper exercise of diligence had been observed in the validation of this submission and in consideration of the presumption of regularity.

Done this ___ day of _____, 2022 in _____.

By:

.....

[SIGNATURE OVER FULL NAME OF VALIDATOR]

[Position]

2



ANNEX E. ONLINE MONITORING SHEET*

GRANT OF HEALTH EMERGENCY ALLOWANCE TO PUBLIC AND PRIVATE HEALTH CARE WORKERS (HCWs) AND NON-HCWs IN FACILITIES INVOLVED IN COVID-19 RESPONSE

NAME OF FACILITY	OWNERSHIP	NO. OF HCWs PROVIDED		TOTAL NO OF. HCWs	TOTAL AMOUNT		TOTAL AMOUNT	DATE OF OBLIGATION/ DISBURSEMENT	REMARKS <i>Please update daily</i>	<i>if not yet disbursed please specify the reason</i>	REMARKS <i>Please update daily</i>
		PS	MOOE		PS	MOOE					

***NOTE:** A link to the monitoring sheets shall be sent to the email address of the focal persons for COVID-19 Benefits of the CHDs, MOH-BARMM, DOH hospitals, DATRCs, GOCCs, and the PGH.

1 P

ANNEX F. FINANCIAL ACCOMPLISHMENT REPORT

Name of Facility:

SOURCE (SARO Nos.)	SAA No.	Allotment Class	Amount Issued	Obligation	Disburseme nt	Balance of Allotment	Unpaid Obligation	OBR RATE %	DISB RATE %	Remarks
			(a)	(b)	(c)	(d=a-b)	(e=b-c)	(f=b/a)	(g=c/b)	
TOTAL:										

Prepared By:

Approved By:

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