



Republic of the Philippines  
**QUEZON CITY COUNCIL**  
Quezon City  
20<sup>th</sup> City Council

PR20CC-472

37<sup>th</sup> Regular Session

RESOLUTION NO. SP- **7222**, S-2017

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT (MOA) AND DEED OF DONATION (DOD) ENTERED INTO BY AND BETWEEN THE QUEZON CITY GOVERNMENT REPRESENTED BY THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, PERSONS WITH DISABILITY AFFAIRS OFFICE (PDAO), REPRESENTED BY ITS FOCAL PERSON, MR. ARNOLD L. DE GUZMAN, AND STARKEY HEARING FOUNDATION, REPRESENTED BY ITS PHILIPPINES COUNTRY COORDINATOR, MS. ELLAINE G. DIMAYUGA, FOR THE DEVELOPMENT AND ESTABLISHMENT OF A SUSTAINABLE COMMUNITY BASED SYSTEM OF HEARING CARE IN QUEZON CITY, AND DONATION OF HEARING AID DEVICES TO THE RESIDENTS OF QUEZON CITY.

Introduced by Councilors ANTHONY PETER D. CRISOLOGO and ROGELIO "Roger" P. JUAN.

Co-Introduced by Councilors Elizabeth A. Delarmente, Oliviere T. Belmonte, Alexis R. Herrera, Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Ramon P. Medalla, Ranulfo Z. Ludovica, Estrella C. Valmocina, Roderick M. Paulate, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Franz S. Pumaren, Eufemio C. Lagumbay, Raquel S. Malañgen, Irene R. Belmonte, Ivy Xenia L. Lagman, Marra C. Suntay, Hero Clarence M. Bautista, Jose A. Visaya, Karl Edgar C. Castelo, Julianne Alyson Rae V. Medalla, Godofredo T. Liban II, Allan Butch T. Francisco, Marivic Co-Pilar, Melencio "Bobby" T. Castelo, Jr., Diorella Maria G. Sotto, Donato C. Matias, Eric Z. Medina and Ricardo B. Corpuz.

WHEREAS, the Starkey Hearing Foundation is an American Community Based Hearing Healthcare Organization that is aimed at helping and bringing understanding between people through caring, sharing and providing the gift of hearing to people in need; A

/s/ D D

WHEREAS, Starkey Hearing Foundation aims to promote hearing health awareness, identify patients in need of hearing services and sustain proper use of hearing devices by developing and establishing sustainable community-based system of hearing care;

WHEREAS, the Starkey Hearing Foundation aims to cater to people with hearing impairment in order for them to be treated as normal citizens with rights, in order to make it easy for them to communicate with others and to be able to live normal lives;

WHEREAS, Starkey Hearing Foundation and the Local Government of Quezon City will be able to serve the hearing impaired residents through the help of the Persons with Disability Affairs Office (PDAO) in order to provide an effective and efficient governance within Quezon City;

WHEREAS, Starkey Hearing Foundation shall conduct charitable projects concerning hearing health awareness within the territorial jurisdiction of Quezon City through the assistance of the PDAO, wherein participants will be assessed and advised and possibly be given hearing aid devices during the aforesaid event;

WHEREAS, for and in consideration of the LGU's belief and recognition of the Starkey Hearing Foundation's invaluable services to the community, the Starkey Hearing Foundation shall Transfer and Convey by way of Donation, unto said LGU the Hearing Devices, free and clear from all liens and encumbrances, except only such as may be subsisting by operation of law, likewise for the sole purpose of furthering the objectives of the project;

WHEREAS, this agreement shall have the same effect as that of a Deed of Donation (DOD) for the hearing devices on condition that actual donation shall be enforced and realized only upon receipt and acceptance of said Hearing Devices through the submission of a duly accomplished Acceptance Report and the Invoice Receipt for Property;


WHEREAS, participation to the project requires a Memorandum of Agreement (MOA) wherein agreements are entered into and agreed upon by the parties. x



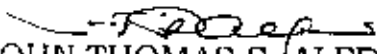
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify the Memorandum of Agreement (MOA) and Deed of Donation (DOD) entered into by and between the Quezon City Government represented by the City Mayor, Honorable Herbert M. Bautista, Persons with Disability Affairs Office (PDAO), represented by its Focal Person, Mr. Arnold L. De Guzman, and Starkey Hearing Foundation, represented by its Philippines Country Coordinator, Ms. Ellaine G. Dimayuga, for the development and establishment of a sustainable community based system of hearing care in Quezon City, and donation of hearing aid devices to the residents of Quezon City.

ADOPTED: August 7, 2017.

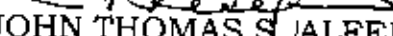
  
MA. JOSEFINA G. BELMONTE  
Vice Mayor  
Presiding Officer

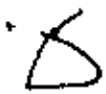
ATTESTED:

  
Atty. JOHN THOMAS S. ALFEROS III  
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on August 7, 2017 and was CONFIRMED on August 22, 2017.

  
Atty. JOHN THOMAS S. ALFEROS III  
City Gov't. Asst. Dept. Head III



**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This MEMORANDUM OF AGREEMENT is entered into this 5th day of June, 2017 by and between:

**THE CITY GOVERNMENT OF QUEZON CITY**, a Public Corporation pursuant to CA502, as amended, in relation to RA7160, as amended, with official address at Quezon City Hall, Elliptical Road, Barangay Central, Quezon City, Metro Manila, herein represented by its Mayor, Hon. Hebert M. Bautista, hereinafter the **FIRST PARTY**.

**THE PERSONS WITH DISABILITY AFFAIRS OFFICE (SECOND PARTY)**, a local office of the Quezon City government duly organized and created pursuant to ordinance no. SP-2085, series of 2011, with official address at Quezon City Hall, Elliptical road, Barangay Central, Quezon City, Metro Manila, herein represented by its Focal Person, Mr. Arnold L. De Guzman hereinafter referred to as the **SECOND PARTY**.

AND

**STARKEY HEARING FOUNDATION**, a duly organized non-profit, non-stock corporation with office address at 6700 Washington Ave. South Eden Prairie, M.N. 55344, United States of America (USA), herein represented by its SHF Philippines Country Coordinator, Ms. Ellaine G. Dimayuga, RN, duly authorized by its SHF Senior Director of Operation, Mr. Keith Becker herein after referred to as the **THIRD PARTY**.

WITNESSETH THAT:

**WHEREAS**, the **THIRD PARTY** is an American Community-Based Hearing Healthcare Organization that is aimed at helping and bringing understanding between people through caring, sharing and providing the gift of hearing to people in need.

**WHEREAS**, one of the primordial role and responsibility of the **FIRST PARTY** is to provide basic services and ensure the health, safety and well-being of its residents are properly addressed.

**WHEREAS**, the **THIRD PARTY** aims to cater to provide people with hearing impairments in order for them to be treated and make it easy for them to communicate with others and to be able to have a meaningful and productive lives.

**WHEREAS**, the parties desire to serve the hearing impaired residents of Quezon City through the help of the **SECOND PARTY** in order to provide an effective and efficient delivery of services necessary to enhance the health, physical fitness and socio economic well-being of Persons with Disabilities in Quezon City

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES,**  
the parties hereby agrees as follows:

- I. COMMON OBJECTIVES** - The parties shall collaborate for the purpose of strategic cooperation in furtherance of **THIRD PARTY's** charitable programs. The parties shall work hand in hand in order to achieve the objectives set forth in paragraph V of this Memorandum of Agreement and made an integral part hereof.

The Parties will work to ensure an environment conducive to mutual cooperation and common development in furtherance of their shared objectives and to have a meaningful impact on human progress in a respectful and sustainable manner.

- II. STRATEGIC COORDINATION** - The Parties will cooperate with each other on areas of mutual strategic interest, as will be agreed upon by the parties, in writing, from time to time. The Parties will seek regular opportunities to share and exchange views and objectives through periodic meetings and other official-communications. The parties in implementing the above mentioned objectives shall follow a three Phase Approach in assessing and providing for the services outlined as above mentioned.

- III. LOCATIONS/PARTICIPANTS** - The Parties agree that the activities described in the **WORK PLAN** may take place in one or more locations to be mutually agreed upon by the parties. The **FIRST PARTY** through the **SECOND PARTY** and in full cooperation with **THIRD PARTY** shall be tasked with identifying potential participants which shall be beneficiaries for the charitable project to be adopted.

- IV. MISSION DATES** - The Parties agree to enter into good faith discussions for the purpose of ascertaining mutually agreed dates ("Mission Dates") for visits of **THIRD PARTY** representatives for intensive work ("Missions") through 28<sup>th</sup> February, 2018. The Parties recognize that factors beyond their control may delay or prevent previously agreed-upon Mission Dates. Such factors include, but are not limited to seasonal climate changes, political considerations, security concerns and the timing of other **THIRD PARTY** Initiatives in the United States of America and across the states. Consistent with the principles described in this Paragraph IV, clauses 2 and 3, the Parties further agree to discuss delayed or cancelled Mission dates in good faith and will endeavor toward a mutually agreed date to reschedule a delayed or cancelled Mission Date. In the event a Mission Date cannot be scheduled for a particular calendar year or circumstances prevent the rescheduling of a delayed or

cancelled Mission Date, **THIRD PARTY** further commits to satisfy the provisions of Paragraph III cumulatively as soon as **THIRD PARTY** considers it possible to do so.

**V. ROLE OF THE FIRST PARTY**

The role of the **FIRST PARTY** will be as follows but not limited to:

1. Providing network and relationship building support, especially with the students, barangays, and NGOs.
2. Assisting with the development of a National Strategy for Ear and Hearing Care.
3. Identify and supply appropriate venues for both phase 1 and 2 missions.
4. Quezon City Government will assist with accommodation for the Phase 1 team that will be in the city in June 2017.
5. Provide personnel to assist with both phase 1 and phase 2 future missions.
6. Quezon City Government will identify community health care workers (Barangay workers) to assist with AfterCare, ensuring sustainability of the program.

**VI. ROLE OF THE SECOND PARTY** – The role of the **SECOND PARTY** is to continue to assist and collaborate with the **THIRD PARTY** in conducting hearing health services programs, as well as to promote hearing health awareness, and identify patients in need of hearing health services.

**VII. ROLE OF THE THIRD PARTY**

The role of the **THIRD PARTY** will be as follows but not limited to:

1. Train local personnel and coordinators, so stakeholders on the ground are able to ensure short and long term access to hearing health services for current and prospective patients.
2. Identify patients in need of hearing health services and sustain proper use of hearing devices.
3. Identify potential patients in the catchment area and then register and screen them and make ear impressions from the appropriate patients when applicable.
4. Provide ear molds, hearing aids, and a supply of batteries, all at no cost, for the screened patients.
5. Train, educate, and counsel patients on how to operate and care for the hearing aids.
6. Ensuring that the hearing aids provided can be used well into the future.

## VIII. WORK PLAN

The parties hereby agree to undertake and observe the work plan to be laid by **THIRD PARTY** more particularly described as follows:

### **THIRD PARTY's Multi-Phase Approach**

The **THIRD PARTY** utilizes a continuous action model to developing sustainable community-based systems of hearing care. The first step is to identify strong local partners such as local NGOs, schools, government ministries, hospitals, faith-based organizations, and service organizations who are willing to collaborate to create a sustainable community-based system of hearing care in their community, city or country, as well as a talented local coordinator with a background as a nurse, social worker, or teacher to be a point of contact for all parties and to be responsible for assisting in the planning and preparation of the Phase 2 Hearing Mission and conducting the Phase 3 AfterCare Program.

#### **Phase 1 – Patient Identification**

Phase 1 engages appropriate partners and media outlets in an outreach effort to identify potential patients in the catchment area and then register and screen them and make ear impressions from the appropriate patients when applicable.

- **Identify Partners**

Through our community-based hearing health model we work to empower local residents to create ownership over local hearing health services. We do this by partnering with schools and NGOs to promote hearing health awareness, identify patients in need of hearing health services and sustain proper use of hearing devices. We recruit and train local personnel and coordinators, so stakeholders on the ground are able to ensure short and long term access to hearing health services for current and prospective patients.

- **Patient Outreach**

Current media outlets such as radio announcements, newspaper, word of mouth, service organizations, faith-based organizations, NGOs, Schools for the Deaf, Hospitals and Government Ministries serve as the best way to conduct patient outreach and mobilization about our Phase 1 missions.

- **Screen for Hearing Loss**

Prospective patients are screened by local health professionals via voice test to determine if they are candidates for hearing aids.

- **Take Ear Impressions (when applicable)**

Trained individuals take custom ear impressions of the patients to send back to **THIRD PARTY's** Headquarters in the USA to be made into custom ear molds. In other instances, patients will be fit with specially designed stock ear molds.

**Phase 2 – Hearing Mission (Hearing Aid Distribution)**

Within a year after Phase 1, Foundation representatives return to the location and provide ear molds, hearing aids, and a supply of batteries, all at no cost, for the screened patients, usually consulting with 300 to 500 patients per day. Facilities required include tables, chairs, electricity, and toilets, as well as tents (depending on weather) and possibly other infrastructure.

- **Fit Hearing Aids with Ear mold**

Patients are contacted beforehand and come to the Phase 2 Hearing Mission registration station to confirm their contact details, pass screening by health professionals, receive their ear molds and receive individual fitting of hearing aids using the WFA Method, whereby the most comfortable level (MCL) of hearing for the patient is identified.

- **Train, Educate and Counsel Patients**

After the patients are fit with hearing aids, they are given batteries and a desiccant pouch for protection of the hearing aids and are then taught by local volunteers how to operate and care for their hearing aids and are given a basic response test to confirm that they understand the principles of both operation and care. The patients are then provided with information on where to go and who to contact for follow-up services ("AfterCare").

**Phase 3 – AfterCare (Patient Follow-Up)**

Phase 3 is designed to ensure that the hearing aids provided can be used well into the future.

- **Provide On-Going Patient Education and Training**

Patients have access to a monthly AfterCare Service Center that is generally held at a local/national hospital, school for the deaf, or the office of a service organization in the capital of a country. In many countries there are regional AfterCare Service Centers as well. Patients also have access to an AfterCare phone number that is held by a local coordinator who can help troubleshoot or re-counsel the patients via SMS/text or over the phone. If the problem cannot be solved over the



phone, patients are then recommended to come see the local coordinator in person at the AfterCare Service Center. For students at schools for the deaf who receive hearing aids, our teams of coordinators conduct bi-annual school visits to ensure the students are wearing their hearing aids and to troubleshoot any problems they may have as well as to conduct parent/teacher trainings on hearing aids and hearing health awareness and prevention. A supply of batteries is provided to the service centers.

It is hereby understood by both parties that such work plan is not definitive of the entire process which may be undertaken in order to accomplish the purposes laid down in this agreement and the same may be altered modified or change by **THIRD PARTY** in order to cater to the appropriate needs of the target patients.

- IX. DONATIONS** – In order to accomplish the purposes and objectives of providing treatment to persons suffering from hearing disability, **THIRD PARTY** shall donate to the **FIRST PARTY** various hearing devices and such other materials and devices which may be needed for the treatment of target beneficiaries covered by this memorandum of agreement.

The parties shall execute a Deed of Donation stipulating the items to be received by the **FIRST PARTY** in gratuity to be signed by the authorized representatives of both parties. Upon execution thereof, The **FIRST PARTY** through its Honorable City Mayor or such person duly authorized by the latter shall issue a certificate of donation, that will acknowledge the donation made by **THIRD PARTY**.

- X. MARKETING, PUBLIC RELATIONS, AND PROMOTIONAL EFFORTS** – Both parties agree to equally promote and recognize each party in their marketing, promotional and public relations effort.
- XI. INDEPENDENT CONTRACTOR** – nothing in this Agreement shall establish or create a principal-agent relationship, employee-employer relationship, a joint venture, a representative or joint partnership between the Parties, and neither Party will enter into any contract or commitment on behalf of the other Party.
- XII. COMPLIANCE WITH LAW** – All activities described in this MOA are to be carried out so as to comply with applicable laws, regulations and other legal standards of the respective countries of the Parties. Further, no Party shall be liable for the acts or omission of the other or its personnel, or of persons performing services on behalf of the other Party.

**XIII. ORGANIZATIONAL STATUS – THIRD PARTY** hereby represent that it is qualified and registered as an NGO, charitable or non-governmental organization under local laws of in its country of registration, while the **SECOND PARTY** is a governmental institution duly created and exercising governmental functions pursuant to its charter and the powers expressly granted by Republic Act 7610 otherwise known as the Local Government Code of the Philippines, agrees to maintain such status during the validity of this Agreement.

**XIV. PROHIBITED ACTIVITIES** – The Parties agree that the following are prohibited under this Memorandum of Agreement:

- a. Carrying on propaganda or otherwise attempting to influence legislation, i.e. lobbying
- b. Influencing the outcome or any specific public election or carrying on, directly or indirectly, any voter registration drive.
- c. Giving any grant to an individual or giving or promising a grant or any other thing of value to any governmental office or official or to any political party or candidate.
- d. Any purpose other than those specified under section 170(c) (2) (B) of the United States Internal Revenue Code, i.e. a religious charitable, scientific, literary or educational purpose.

**XV. NON-BINDING MOA; NO COMMITMENT OF FUNDS** – All activities within this cooperation framework will be carried out depending on the availability of financial, human and other resources. Nothing in this MOA shall be construed to constitute an obligation or commitment of funding; any such commitment will be effected through separate agreements between the Parties. In any case, **THIRD PARTY'S** donation and participation may terminate upon notice by **THIRD PARTY** in the event that **THIRD PARTY** decides that any resources, assets, or donations from **THIRD PARTY** have been used in a way not approved by **THIRD PARTY**.

**XVI. TERM** – The proposed cooperation under this MOA is non-exclusive and will have a validity period until 28<sup>th</sup> February 2018 and shall commence on June 5, 2017, unless replaced by a new MOA or terminated earlier, which can be effected by either party upon thirty days' prior written notice to the other Party.

**XVII. AMENDMENTS** – This MOA may be amended at any time and from time to time, but only through the mutual and written, signed agreement of the Parties.

**XVIII. NOTICES** – To be effective, any notice or request required or permitted to be given or made under this MOA must be in writing. Such notice or request will be deemed to have been duly given or made when it has been delivered by electronic mail or by commercial express courier to the Party to which it is required to be given or made at the address specified below or such other address as such Party may provide to the other Party through notice according to this paragraph:

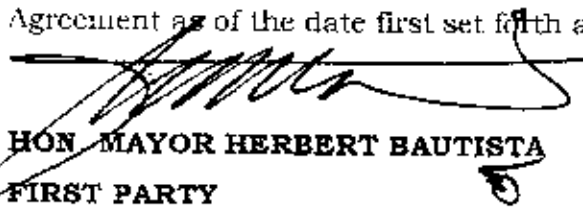
**Foundation:**

Starkey Hearing Foundation  
Attn: Kieth Becker  
6700 Washington Avenue South  
Eden Prairie, MN 55344  
United States of America

**Collaboration:**

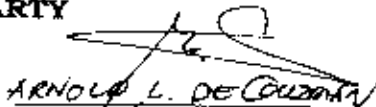
Quezon City Government, Philippines  
Councilor Anthony Peter D. Crisologo  
Room 205, 2/F Legislative Wing Bldg.  
City Hall Compound, Elliptical Road  
Quezon City, 1105, Philippines.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the date first set forth above.

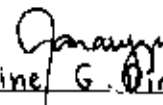
  
**HON. MAYOR HERBERT BAUTISTA**  
**FIRST PARTY**

**PERSONS WITH DISABILITY AFFAIRS  
OFFICE (PDAO)  
SECOND PARTY**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature:   
Date: June 2, 2017

**STARKEY HEARING FOUNDATION INC. (SHF)**  
**THIRD PARTY**

Signature:  Elaine G. Cimayuga  
Date: June 05, 2017  
POSITION: Country Coordinator - Philippines

**WITNESSES**

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
City of \_\_\_\_\_ )

BEFORE ME, a Notary Public for and in the above named locality, this \_\_\_\_ day of \_\_\_\_, personally appeared the following persons with their respective evidences of identity:

<b>Name</b>	<b>I.D. Type / No.</b>	<b>Date/Placed Issued</b>
-------------	------------------------	---------------------------

And acknowledged to me that the parties have read the contents of this MEMORANDUM OF AGREEMENT which consist of ten (9) pages including this Acknowledgment, that they understood the contents thereof and the same if their free act and deed.

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

NOTARY PUBLIC

Doc. No. \_\_\_\_\_:  
Page No. \_\_\_\_\_:  
Book No. \_\_\_\_\_:  
Series 2017