



Office of the Sangguniang Panlungsod

**CITY RESOLUTION NO. 2024-418
Series of 2024**

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE UNIVERSITY OF PERPETUAL HELP SYSTEM DALTA- MOLINO CAMPUS REGARDING THE TRAINING OF ITS NURSING STUDENTS AT THE PUBLIC HEALTH CENTERS IN THE CITY OF BACOOR.

Sponsored by:
Hon. Alde Joselito F. Pagulayan

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco and Hon. Levy M. Tela.

WHEREAS, on 15 November, 2023, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign and enter into a Memorandum of Agreement (MOA) on behalf of the City Government of Bacoor with the University of Perpetual Help System Dalta-Molino Campus for affiliation and training of its nursing students in the rural health units in the City of Bacoor.

WHEREAS, the University of Perpetual Help System Dalta-Molino Campus desires to allow its Nursing students to train and gain experience in public health facilities under the City Health Office in the City of Bacoor.

WHEREAS, the city government is willing to assist in the training of the said Nursing students to become productive, efficient and competent health professionals.

WHEREAS, a copy of a draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The proposed MOA is incorporated hereto and will be made an integral part of this Resolution.

NOW THEREFORE, upon the motion of Hon. Alde Joselito F. Pagulayan, unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the MOA between the City Government of Bacoor and the University of Perpetual Help System Dalta-Molino Campus.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the University of Perpetual Help System Dalta-Molino Campus, the University of the Philippines-Office of the National

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor
SICK LEAVE

HON. MICHAEL E. SOLIS
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. RANDY C. FRANCISCO
Liga ng mga Barangay President

OFFICIAL BUSINESS

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Voted by:

HON. STRIKE B. REVILLA
City Mayor



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Acting Presiding Officer

Voted by:

HON. STRIKE B. REVILLA
City Mayor

Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

APPROVED this 22nd day of January 2024 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 22nd day of January 2024.

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT
(Contract of Affiliation for Nursing Students)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date") at Bacoor City, Province of Cavite, by and between:

CITY GOVERNMENT OF BACOOR, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, duly represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____, approved by the City Council of Bacoor dated _____ and hereinafter referred to as the "**LGU-BACOOR**".

and

UNIVERSITY OF PERPETUAL HELP SYSTEM DALTA – MOLINO CAMPUS, an educational institution duly recognized by the Commission on Higher Education (CHED), with business and postal address at Salawag-Zapote Road, Molino 3, City of Bacoor, Cavite, represented by **DR. RENO R. RAYEL**, School Director, duly authorized by virtue of Board Resolution No. _____, hereinafter referred to as the "**UPHSD-MOLINO**".

The term "Party" shall mean **UPHSD-MOLINO** or **LGU-BACOOR**, if applicable, while "Parties" shall mean **UPHSD-MOLINO** and **LGU-BACOOR**, collectively.

WITNESSETH:

WHEREAS, the **UPHSD-MOLINO** enlisted nursing students who are required to undergo clinical training and enjoined to complete a clinical practicum as part of their curriculum to gain related learning experiences designed to develop the competencies of students utilizing processes in various health institutions;

WHEREAS, the **LGU BACOOR** has under its jurisdiction health center/units through the Bacoor City Health Office;

WHEREAS, the **LGU BACOOR** agrees and allows the affiliation and training in its rural Health Units of the Nursing Students of the **UPHSD-MOLINO** subject to the policies, procedures, and guidelines governing affiliation and training of Nursing Students set forth in the Joint Administrative Order ("JAO") of Commission on Higher Education-Department of Health (CHED-DOH) No. 2013-0034 and other rules and regulations pertinent thereto;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto hereby agree as follows:

1. RESPONSIBILITIES OF UPHSD-MOLINO

- 1.1 Submit to the **LGU-BACCOOR** the list of all qualified nursing students who will undergo affiliation and training;
- 1.2 Prepared assignments or rotation plans for individual students and in groups following the CHED's guideline of student-faculty ratio. The training schedule shall be determined by the **UPHSD-MOLINO**, subject to the approval of **LGU-BACCOOR**.
- 1.3 Provide a clinical Instructor in each group in every area who will be responsible for the students while undergoing clinical practicum in the **LGU-BACCOOR's Health Units**. "NO CLINICAL INSTRUCTOR, NO STUDENTS" policy shall be observed.
- 1.4 **UPHSD-MOLINO** shall hold the **LGU-BACCOOR** free and harmless from any liability arising from the implementation of this agreement.
- 1.5 **UPHSD-MOLINO** shall pay the **LGU-BACCOOR** the equivalent amount of any property/ies and/or equipment/s damaged or destroyed due to the fault or negligence on the part of its nursing student or replace such damaged property/ies and/or equipment/s with the exact specifications, kind, brand, and quality thereof, *Provided*, that proper investigation will be conducted to determine the negligent Party. Otherwise, the amount damaged shall be borne equally by both parties.
- 1.6 For and in consideration of the affiliation and clinical practicum of its nursing students, the **UPHSD-MOLINO** agrees to provide an honorarium of **ONE HUNDRED FIFTY PESOS (PHP150.00)** per student per semester to be paid to the **LGU-BACCOOR**.

2. RESPONSIBILITIES OF LGU BACCOOR;

- 2.1 ~~Allow ten to twelve~~ **Allow ten to twelve (10-12)** Nursing students of the **UPHSD-MOLINO** for affiliation, training, and clinical practicum per Health Center/Unit of the **LGU-BACCOOR**, subject to the policies, procedures, and guidelines governing the affiliation and training of Nursing students in accordance with the provisions prescribed by the Department of Health (DOH) and the Commission on Higher Education (CHED);
- 2.2 Facilitate the designation of Nursing Students to the **LGU-BACCOOR's** health center for the affiliation, training, and clinical practicum. Each student shall stay with the LGU BACCOOR's health centers for the period of at least eighty to ninety-six **(80-96) hours per semester**;
- 2.3 Provide maximum opportunity for students to gain experience and training, including use of all available materials except for a thermometer, BP apparatus, and stethoscope, which will be provided for by the **UPHSD-MOLINO**;

- 2.4 Permit the attendance of the students in specific activities of the professional program of the Health Centers to be determined during the Program;
- 2.5 Enforce rules and regulations regarding admission, conduct, and training of nursing students by the health center's head;
- 2.6 Undertake disciplinary measures or terminate the affiliation of any student who fails to comply with the regulations of the health centers or who commits acts detrimental to the health, safety, and welfare of its patients and personnel.

3. TERM AND TERMINATION

- 3.1 This Agreement shall have a term of one (1) year, commencing on **October 1, 2023**, and expires until **September 30, 2024**. The term may be extended annually thereafter upon mutual agreement of the Parties in writing.
- 3.2 This Agreement shall be deemed terminated upon the occurrence of any of the following events:
 - 3.2.1 Willful violation of the terms and conditions stipulated herein; or
 - 3.2.2 Mutual consent of both Parties, provided one of the Parties shall furnish the other Party the written notice of its intent to terminate this Memorandum at least thirty (3) days before the intended termination date.
 - 3.2.3 Either party may, without the written 30-day notice, forthwith terminate this Memorandum if the other party commits a material breach of its obligations under this Memorandum of Agreement, and such breach is not corrected within the period of Seven (7) days from receipt of notice of default from the non-defaulting party to correct such breach.

4. DATA PRIVACY

- 4.1 Whenever applicable, in performing its obligations under this Agreement, both parties shall always comply with the provisions of the Republic Act (R.A.) No. 10173, or the "Data Privacy Act of 2012", its implementing rules and regulations, and all other related laws and governmental issuances by the National Privacy Commission.
- 4.2 The Parties guarantee that they have their respective appointed Data Privacy Officers (DPO) to ensure the Data Privacy Act provisions are complied with.

5. ARBITRATION

- 5.1 This Agreement is based primarily on mutual trust and confidence. The Parties hereto agree to carry out this Memorandum fairly and cooperatively for their mutual benefit. Should any dispute or disagreement

that may arise in connection with or because of this Memorandum, the Parties hereto shall endeavor to resolve such dispute or disagreement amicably and in a spirit of friendship.

5.2 In the event that such dispute or disagreement cannot be settled by mutual agreement, the same shall be settled before the appropriate courts having jurisdiction in Bacoor City, Province of Cavite, to the exclusion of other courts.

6. SEVERABILITY

6.1 In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this Agreement.

7. AMENDMENTS

7.1 This Agreement and any of the Annexes may not be modified except in writing, signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the LGU-BACCOOR. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

8. ENTIRE AGREEMENT AND INTEGRATION

8.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.

9. GOOD FAITH

9.1 In complying with and implementing the terms of this agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective of providing accessible learning and training to nursing students.

10. AUTHORITY

10.1 Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.

11. RELATIONSHIP OF PARTIES

11.1 The relationship of the Parties under and in relation to this agreement shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or

Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

12. IN CASE OF FORTUITOUS EVENTS/FORCE MAJEURE

12.1 No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this Agreement, a "Force Majeure Event" shall include, but not be limited to (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and the Government's, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site in which the Project will be located.

12.2 The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same.

12.3 Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement be continued or mutually terminated.

13. NONWAIVER OF RIGHTS

13.1 The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

14. EFFECTIVITY

14.1 The Memorandum of Agreement shall take effect upon the date of signing of both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of _____ 2023 at the City of Bacoor, Province of Cavite.

**FOR CITY GOVERNMENT OF
BACOR:**

**FOR UNIVERSITY OF PERPETUAL
HELP SYSTEM DALTA-MOLINO:**

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. 2023-_____
Series of 2023

Dr. RENO R. RAYEL
School Director

SIGNED IN THE PRESENCE OF:

Ms. LERMA B. MALUBAG, RN, MAN
Dean, College of Nursing
Cluster Dean, Allied Health Programs

Dr. IVY MARIE C. YRASTORZA
City Health Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES))
City of Bacoor, Cavite)) SS

BEFORE ME, this ____ day of _____ 2023 at the City of Bacoor, Province of Cavite, personally appeared:

FULL NAME	Gov't Issued ID/Nos	Place and Date Issued
STRIKE B. REVILLA <i>City Mayor</i>		
RENO R. RAYEL <i>School Director</i>		

Known to be the same persons who executed the foregoing **MEMORANDUM OF AGREEMENT**, and they acknowledged to me the same is true in their free and voluntary act and deed.

This instrument consisting of **SIX (6) PAGES** on which this acknowledgement is written, has been signed by both parties and their instrumental Witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand this day, year and place above written.

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