



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. RANDY C. FRANCISCO  
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO  
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. 2024-572  
SERIES OF 2024**

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE RENEWAL OF THE MEMORANDUM OF AGREEMENT ON THE NATIONAL INTERNSHIP PROGRAM OF THE UNIVERSITY OF PERPETUAL HELP DALTA MEDICAL CENTER, INC. ON BEHALF OF THE CITY GOVERNMENT OF BACOR CAVITE.**

Sponsored by:

**Hon. Reynaldo D. Palabrica**

Co-Sponsored by:

**Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, 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. Alde Joselito F. Pagulayan, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis and Hon. Levy M. Tela.**

**WHEREAS**, the City Government of Bacoor is mandated by law to that the basic public services in the form of health and educational programs.

**WHEREAS**, on 19 August 2024, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to renew and sign a Memorandum of Agreement (MOA) on behalf of the City Government of Bacoor with the University of Perpetual Help Delta Medical Center for the affiliation and training of its post-graduate medical interns at the rural health units in the City of Bacoor.

**WHEREAS**, the University of Perpetual Help Delta Medical Center, Inc. manifested its desire to allow its post-graduate intern to train and gain experience in public health facilities under of the City Health Office of the local government of the City of Bacoor.

**WHEREAS**, the City Government of Bacoor is willing to help in the training of the said post-graduate interns so that they can become productive, efficient and competent health professionals.

**WHEREAS**, a copy of a draft 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.



**DISTRICT I**

*[Signature]*  
HON. CATHERINE SARINO-EVARISTO  
City Councilor

*[Signature]*  
HON. MICHAEL E. SOLIS  
City Councilor

*[Signature]*  
HON. ADRIELITO G. GAWARAN  
City Councilor

*[Signature]*  
HON. VICTORIO L. GUERRERO, JR.  
City Councilor

*[Signature]*  
HON. ALEJANDRO F. GUTIERREZ  
City Councilor

*[Signature]*  
HON. LEVY M. TELA  
City Councilor

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City Councilor

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City Councilor

*[Signature]*  
HON. RANDY C. FRANCISCO  
Liga ng mga Barangay Vice-President

*[Signature]*  
HON. PALM ANGEL S. BUNCIO  
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

**NOW THEREFORE**, upon the motion of Hon. Reynaldo D. Palabrica, 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 renew and sign the MOA between the City Government of Bacoor and the University of Perpetual Help Delta Medical Center, Inc.

**RESOLVED LASTLY**, to furnish the City Health Office, the Office of the City Mayor, the University of Perpetual Help Delta Medical Center, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

**APPROVED** this 27<sup>th</sup> day of August 2024 by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that this Ordinance was duly approved in accordance with law by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite.

Certified by:

*[Signature]*  
HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor/Presiding Officer

Attested by:

*[Signature]*  
ATTY. KHALID A. ATEGA JR.  
Sangguniang Panlungsod Secretary

Noted by:

*[Signature]*  
HON. STRIKE B. REVILLA  
City Mayor

Hon. STRIKE B. REVILLA  
City Mayor

Mr. RICHARD ANTONIO M. TAMAYO  
President

ADRIEN R. QUIDLAT, M.D.  
Executive Medical Director

IVY MARIE YRASTORZ  
Bacoor City Health Office

# MEMORANDUM OF AGREEMENT

(Contract of Affiliation for Post-Graduate Interns)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_, by and between:

**UNIVERSITY OF PERPETUAL HELP DALTA MEDICAL CENTER, INC.**, a private medical training institution organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at Alabang-Zapote Road, Pamplona III, Las Piñas City represent in this act by its President, **Mr. RICHARD ANTONIO M. TAMAYO**, hereinafter referred to as "**UPHDMCI**"

and

The **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 its principal address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, Cavite, represented in this agreement by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to City Resolution No. 2022-072, Series of 2022, and hereinafter referred to as the "**LGU BACOOR**"

The term "Party" shall mean UPHDMCI or LGU BACOOR, if applicable, while the term "Parties" shall mean UPHDMCI and LGU BACOOR, collectively.

### WITNESSETH:

**WHEREAS**, UPHDMCI is a participant in the National Internship Program for medical graduates by the Association of Philippine Medical Colleges Foundation, Inc.;

**WHEREAS**, LGU Bacoor is authorized to enter this Agreement under its City Resolution No. 2022-072 Series of 2022 dated September 27, 2022, herein attached as ANNEX "A";

**WHEREAS**, it is a requirement for accreditation of a hospital / health facility Post-graduate Internship Program to provide a two-month rotation in community medicine.

**WHEREAS**, the Bacoor City Health Office is a public health facility of and under the administration of the LGU BAOOCR which implements community medicine and public health projects and activities that satisfy the requirements for the community medicine rotation of the Post-graduate Internship Program.

**WHEREAS**, UPHDMCI has requested affiliation for the training of its Post-Graduate Interns for the purpose of obtaining clinical community health exposure through the patients and facilities of the LGU BACOOR;

Hon. STRIKE B. REVILLA  
City Mayor

Mr. RICHARD ANTONIO M. TAMAYO  
President

ADRIEN R. QUIDLAT, M.D.  
Executive Medical Director

IVY M. B.

3.2. Require any Post-Graduate Intern, who will be found to be at fault or negligent, to pay LGU BACCOOR the book value of any property and/or equipment damaged / destroyed due to such fault or negligence. **Provided** that proper investigation shall be conducted to determine the negligent party, otherwise, the amount damaged shall be borne by all Parties concerned.

3.3. Ensure that its Post-Graduate Interns shall observe and abide by the policies, rules and regulations of LGU BACCOOR while exercising professional conduct at all times. Any injury and/or damage to persons or property due to the fault, negligence, or misconduct of its Post-Graduate Interns relative to the performance of their duties and responsibilities shall be reported to their Preceptor and be dealt with in accordance with the terms and conditions to be mutually agreed upon by both Parties.

3.4. Attend conferences called by LGU BACCOOR for the proper implementation, evaluation, and improvement of the post-graduate internship program in Preventive Medicine and Community health.

3.5. Hold LGU BACCOOR, its employees and agents, free and harmless from any and all liabilities whatsoever arising out of any injury and/or damage caused by any incident during the rotation of its Post-Graduate Interns or any act attributable to them individually, or collectively, or contributorily.

#### 4. AFFILIATION FEE

4.1. For and in consideration of the affiliation and rotation of its Post-Graduate Interns, UPHDMCI shall pay the amount of **SEVEN HUNDRED FIFTY PESOS (Php 750.00)** PHILIPPINE CURRENCY per Post-Graduate Intern upon receipt of the Statement of Account and the Attendance Sheet of the Post-Graduate Interns. Payments of the said amount shall be made after the rotation of each batch of Post-Graduate Interns. The said amount shall be deemed part of the Trust Fund of the City Health Office of LGU BACCOOR and shall be used exclusively for the needs of the City Health Office of Bacoar, Cavite.

#### 5. AMENDMENTS

5.1. No modification, alteration, or amendment of any of the provisions of this stet shall be binding on the Parties hereto unless mutually agreed upon by the Parties in writing.

#### 6. ARBITRATION

6.1. This Agreement is based primarily on mutual trust and confidence. The Parties hereto agree to carry out this contract in a fair and cooperative spirit for their mutual benefit. Should any dispute, or disagreement that may arise in connection with or by reason of this Agreement, the Parties

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Hon. STRIKE B. REVILLA  
*City Mayor*

Mr. RICHARD ANTONIO M. TAMAYO  
*President*

ADRIEN R. QUIDLAT, M.D.  
*Executive Medical Director*

IVY MAF  
*Bacc*

hereto shall endeavor to resolve such dispute or disagreement amicably and in a spirit of friendship.

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

**7. TERM AND TERMINATION**

7.1. This Agreement shall commence on the Effective Date as abovementioned and expires one (1) year thereafter. The term may be extended, annually thereafter upon mutual agreement of the Parties in writing.

7.2. This Agreement shall be deemed terminated upon the occurrence of any of the following events:

7.2.1. Willful violation of the terms and conditions stipulated herein; or

7.2.2. Mutual consent of both Parties provided one of the Parties shall furnish the other Party the written notice of its intent to terminate this Agreement at least thirty (30) days before the intended date of termination.

7.2.3. Either Party may, without the written 30-day notice, forthwith terminate this contract if the other party commits a material breach of its obligations under this contract of affiliation, 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.

**8. DATA PRIVACY ACT**

8.1. Whenever applicable in performing its obligations under this Agreement, both Parties shall, at all times, comply with the provisions of the Republic Act No. 10173 or the "Data Privacy Act of 2012," its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information.

8.2. The Parties guarantee that they have their respective appointed Data Privacy Officer (DPO) to make sure the provisions of the Data Privacy Act and its implementing rules and regulations are complied with.

**IN WITNESS WHEREOF**, the Parties presented through their duly authorized representatives have executed this Memorandum of Agreement and set their hands this \_\_\_\_ day of \_\_\_\_\_, 2024 at the City of Bacoor.

**UNIVERSITY OF PERPETUAL HELP  
DALTA MEDICAL CENTER, INC.**

By:

**Mr. RICHARD ANTONIO M. TAMAYO**  
*President*

**CITY GOVERNMENT  
OF BACCOOR**

By:

**Hon. STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. 2022-072  
Series of 2022

Signed in the Presence of:

**ADRIEN R. QUIDLAT, M.D.**  
*Executive Medical Director*

**IVY MARIE YRASTORZA, M.D.**  
*Bacoor City Health Officer*

### **ACKNOWLEDGMENT**

Republic of the Philippines )  
City of Bacoor, Province of Cavite) S.S.

**BEFORE ME**, a Notary Public for and in the City of Bacoor, Province of Cavite, personally came and appeared the following:

<b>NAME</b>	<b>COMPETENT PROOF OF IDENTIFICATION</b>
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RICHARD ANTONIO M. TAMAYO

HON. STRIKE B. REVILLA

personally known to me and to me personally known to be the same persons who executed the foregoing instrument which they signed and acknowledged before me that they are acting as representative of their respective organizations and that they have the authority to sign in that capacity.

**WITNESS MY HAND AND SEAL**, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ at the City of Bacoor, Cavite

Doc. No. : \_\_\_\_\_;  
Page No.: \_\_\_\_\_;  
Book No.: \_\_\_\_\_;  
Series of 202\_\_.