



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. 2024-573
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 RIZAL JONELTA FOUNDATION SCHOOL OF MEDICINE ON BEHALF OF THE CITY GOVERNMENT OF BACOR.

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 Office of the City Mayor, acting on the written request of the Office of the City Health Services, formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the renewal of the Memorandum of Agreement (MOA) between the City Government of Bacoor and the University of Perpetual Help Rizal Jonelta Foundation School of Medicine on the National Internship Program of the said institution.

WHEREAS, the Bacoor City Government is required by law to guarantee the efficient provision of essential services and to continuously support the implementation of health and educational programs and initiatives for the benefit of the public.

WHEREAS, the University of Perpetual Help Rizal Jonelta Foundation School of Medicine requested affiliation for the training of its clinical clerks for the purpose of obtaining clinical community health exposure through the patients and facilities of the Office of the City Health Services under the administration of the City Government of Bacoor.

WHEREAS, the Office of the City Mayor forwarded a copy of the draft of the said Memorandum of Agreement to



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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

the Sangguniang Panlungsod for its review and consideration, which was incorporated hereto and will be made a part of this resolution.

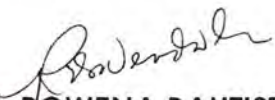
NOW THEREFORE, upon the motion of Hon. Reynaldo D. Palabrica, unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to renew and sign the MOA between the City Government of Bacoor and the University of Perpetual Help Rizal Jonelta Foundation School of Medicine.

RESOLVED LASTLY, to furnish the Office of the City Health Services, the Office of the City Mayor, the University of Perpetual Help Rizal Jonelta Foundation School of Medicine, 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 27th day of August 2024 by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:


HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:


ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:


HON. STRIKE B. REVILLA
City Mayor

CONTRACT OF AFFILIATION

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Affiliation made and entered into this _____th day of _____, 2024 at _____, by and between:

UNIVERSITY OF PERPETUAL HELP RIZAL JONELTA FOUNDATION SCHOOL OF MEDICINE, a private educational institution duly recognized by the Commission on Higher Education, organized and existing under and by virtue of the laws of the Philippines, with principal place of business at Alabang-Zapote Road Pamplona II, Las Piñas City, represented in this act by its School Director, **DR. ARNALDO R. DE GUZMAN**, its Dean, **DR. EMELITA M. GATMAITAN** and its College Secretary, **DR. ALMA F. RAMIREZ** hereinafter referred to as the **FIRST PARTY**;

-and-

THE CITY GOVERNMENT OF BACOR, a local government unit duly organized and existing under and by virtue of the laws of the Philippines, with its principal address at Bacoor Government Center, Bacoor Boulevard, Bayanan, City of Bacoor, Cavite, represented in this contract by its City Mayor, **HON. STRIKE B. REVILLA** and its City Health Officer, **DR. IVY MARIE YRASTORZA** pursuant to Sangguniang Panlungsod Resolution No. _____, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH, THAT:

WHEREAS, the Office of the City Health Services manages the public health facilities of the **SECOND PARTY** under the administration of the City Government of Bacoor;

WHEREAS, as a public health facility, it provides an adequate training ground in Preventive Medicine and Community Health for the clinical clerks of the **FIRST PARTY**;

WHEREAS, the **FIRST PARTY** has requested affiliation for the training of its clinical clerks for the purpose of obtaining clinical community health exposure through the patients and facilities of the **SECOND PARTY**;

WHEREAS, the **SECOND PARTY** has acceded to the request of the **FIRST PARTY**, subject to the terms and conditions set forth hereunder.

NOW THEREFORE, for and in consideration of the foregoing premises and covenants contained hereunder, the parties hereto have agreed as follows.

1. AFFILIATION

- 1.1. Subject to the terms and conditions set forth herein, the **SECOND PARTY** hereby agrees to allow the clinical clerks of the **FIRST PARTY** to rotate/go on duty within the confines of the **SECOND PARTY** for the duration of one (1) month in the City Main Health Center, and to adopt the communities of the **SECOND PARTY** for obtaining clinical community exposure in the subject of Preventive Medicine and Community Health under the direct supervision of a preceptor which the **FIRST PARTY** shall provide.

1.1.1 The Preceptor shall be a duly certified physician, who is a faculty member of the FIRST PARTY in the Department of Preventive Medicine and Community Health appointed to oversee the program up to its completion within the allotted timeframe of one (1) month as predetermined by the FIRST PARTY.

1.1.2 The Preceptor shall take full responsibility for the safety and security of the clinical clerks for the entire duration of their Preventive Medicine and Community Health rotation.

1.2. It is hereby understood that there shall be no employer-employee relationship between the SECOND PARTY and the clinical clerks of the FIRST PARTY.

2. COVENANTS OF THE SECOND PARTY

2.1. The SECOND PARTY shall allow the clinical clerks of the FIRST PARTY to use its facilities and equipment for the purpose of clinical community health exposure.

2.2 The SECOND PARTY shall determine the number of clinical clerks which it can accommodate based on effective clinical community health training practices and the medical needs of the people of Bacoor, Cavite.

2.3 The SECOND PARTY shall require the clinical clerks of the FIRST PARTY to wear proper uniform; present proper identification; sign attendance sheets; accomplish forms; submit reports; and perform such duties and responsibilities relative to the Preventive Medicine and Community Health rotation.

3. COVENANTS OF THE FIRST PARTY

3.1 The FIRST PARTY shall design, formulate and prepare a training program in Preventive Medicine and Community Health to be utilized in the clinical community health exposure of clinical clerks' subject of this contract.

3.2 The FIRST PARTY shall pay the SECOND PARTY 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 clinical clerks or replace such damaged property/ies and/or equipment/s with the same specifications, kind, brand and quantity thereof. *Provided*, that proper investigation will be conducted to determine the negligent party, otherwise, the amount damaged shall be borne equally by both parties. *Provided further*, the SECOND PARTY shall reimburse the FIRST PARTY of the amount of the depreciated value of the original property/ies and/or equipment/s damaged to be determined by an independent appraiser to be chosen by both parties.

3.3 The FIRST PARTY shall ensure that its local and foreign clinical clerks shall observe and abide by the policies, rules and regulations of the SECOND PARTY 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 clinical clerks relative to the performance of their duties and responsibilities shall be reported to

their preceptor and dealt with in accordance with terms and conditions to be mutually agreed upon by both parties.

3.4 The FIRST PARTY shall attend conferences called by the SECOND PARTY for the proper implementation, evaluation and improvement of the clinical clerkship program in Preventive Medicine and Community Health.

3.5 The FIRST PARTY shall hold the SECOND PARTY, 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 clinical clerks or any act attributable to them individually.

4. AFFILIATION FEE

4.1 For and in consideration of the affiliation and clinical clerkship rotation of its students, the FIRST PARTY shall donate in the amount of SEVEN HUNDRED (Php 700.00) PHILIPPINE CURRENCY per month per clinical clerk. Donations shall be made after the rotation of each batch of clinical clerks. The donated medical equipment will be deemed part of the City Health Office of Bacoor.

5. AMENDMENTS

No modification, alteration or amendment of any of the provisions of this contract shall be binding on the parties hereto unless the same has been unanimously set into writing and signed by both parties.

6. ARBITRATION

6.1 This Contract of Affiliation 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 contract, the parties 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. TERMS AND TERMINATION

7.1 This contract of affiliation shall have a term of one (1) year, starting SY 2024-2025. The term may be extended annually thereafter upon mutual agreement of the parties.

7.2 This Contract of Affiliation shall be deemed terminated upon the occurrence of any or all 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 a written notice of its intent to terminate

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this contract 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. Both parties and their respective officers, employees and the representatives shall, among others:
- a. Implement reasonable and appropriate organizational, physical and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration and disclosure, as well as against any other unlawful processing;
 - b. Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration and contamination.
 - c. Ensure content is appropriately secured from the data subjects as to the collection, processing, maintenance and transfer of personal information to third parties, including the either Parties and recipients or classes of recipients of personal information are adequately disclosed to them;
 - d. Ensure that employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations and,
 - e. Promptly notify either Party to enable it to notify the National Privacy Commission and the affected data subject, when sensitive personal information that may, under the circumstances, be used to enable to identify fraud which are reasonably believed to have been acquired by an unauthorized person.

In line with the foregoing, herein parties guarantee that they have their respective appointed Data Processing Officer (DPO) to make sure the provisions of the DATA Privacy Act and its implementing rules and regulations are complied with.

**UNIVERSITY OF PERPETUAL HELP RIZAL
JONELTA FOUNDATION SCHOOL OF
MEDICINE**

LOCAL GOVERNMENT OF BACOR

BY:

DR. ARNALDO R. DE GUZMAN
School Director

DR. EMELITA GATMAITAN
Dean

DR. ALMA F. RAMIREZ
College Secretary

BY:

MAYOR STRIKE B. REVILLA
City Mayor

IVY MARIE YRASTORZA
Municipal Health Officer

IN WITNESS WHEREOF, the parties presented through their duly authorized representatives have executed this Contract of Affiliation and set their hands this _____th day of _____, 2024 at the City of _____.

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, a Notary Public for and in the City of _____ personally came and appeared the following:

NAME	COMPETENT PROOF OF IDENTIFICATION
DR. ARNALDO R. DE GUZMAN	
DR. EMELITA M. GATMAITAN	
DR. ALMA F. RAMIREZ	
MAYOR STRIKE B. REVILLA	
DR. IVY MARIE YRASTORZA	

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 ____th day of _____, 2024 at the City of _____.