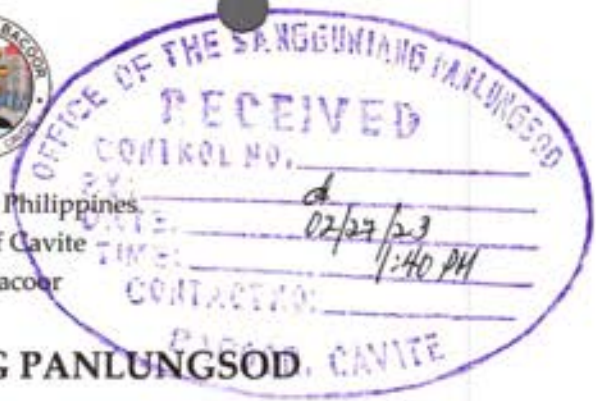




Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD, CAVITE

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Health and Sanitation</i>		REQUESTS FROM THE CITY MAYOR'S OFFICE: RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACCOOR AND FARMACIA NI DOK FOR THE PROVISION OF FREE PRESCRIPTION DRUGS AND MEDICINES TO THE INDIGENT RESIDENTS OF THE CITY OF BACCOOR, CAVITE.	PCR-189-2023	
V E N U E	<i>S.P. Session Hall, 2ND Floor, Bacoor Government Center</i>		D A T E / T I M E	<i>January 16, 2023 12:00 P.M. (Regular Session)</i>

**COMMITTEE REPORT
 NO. HS-002-S-2023**

The 26th regular session of the 5th Sanggunian Panlungsod was held on 16 January 2023 and was presided over by Hon. Reynaldo Palabrica. In attendance were Acting City Vice Mayor, Catherine Sarino-Evaristo, the twelve councilors and SP Secretary, Atty. Khalid Atega Jr.

The Republic Act No. 10160 or the "Charter of the City of Bacoor" mandates the City Mayor to ensure the delivery of basic services and the provision of adequate facilities which includes health services. Corollary thereto, numerous indigent residents of the City have requested the administration for assistance in relation to their medical problems and conditions through the free prescription drugs and medicines to its indigent residents by creating a partnership with legitimate pharmaceuticals required for such purpose. Farmacia Ni Dok expressed its willingness to partner with the City Government for the provision of such prescription drugs and medicines to Qualified Indigent Beneficiaries.

RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Committee, through its Chairman, Hon. Alde Joselito Pagulayan, hereby recommends the **APPROVAL** of the above-mentioned proposed city resolution.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 20th day of February 2023 at the City of Bacoor, Cavite.

Committee on Health and Sanitation



COUN. ALDE JOSELITO PAGULAYAN
Chairman



COUN. VICTORIO GUERRERO JR.
Vice Chairman

ACTING CITY VICE MAYOR

COUN. CATHERINE SARINO-EVARISTO
Member



COUN. REYNALDO PALABRICA
Member



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
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MINUTES OF COMMITTEE HEARING NO. HS-002-S-2023

The Presiding Officer Hon. Reynaldo Palabrica, Pro-Tempore called the 26th Regular Session of the 5th Sanggunian Panlungsod to order at 12:00 P.M. Chairperson Hon. Alde Joselito Pagulayan informed the body that the Committee on Health & Sanitation had a thorough review of the draft Memorandum of Agreement (MOA) between the City of Bacoor, Cavite and Farmacia Ni Dok. It confirms the Bacoor City Government's desire to extend free prescription drugs and medicines to its indigent residents and the Farmacia Ni Dok's willingness to work hand in hand in support of the "STRIKE SA SERBISYO ACTION", with their common goal, the above-mentioned proposed MOA will surely benefit the Bacooreños.

Prepared by:

Attested by:

PETER ADRIAN F. BORJA
Local Legislative Staff Assistant I

COUN. ALDE JOSELITO F. PAGULAYAN
Presiding Officer



F.1.1 PCR 189-2023 – RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND FARMACIA NI DOK FOR THE PROVISION OF FREE PRESCRIPTION DRUGS AND MEDICINES TO THE INDIGENT RESIDENTS OF THE CITY OF BACOR, CAVITE.



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Mayor

January 9, 2023

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite

THRU: Atty. Khalid Atega, Jr.
Sanggunian Panlungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the Memorandum of Agreement with Farmacia ni Dok

Dear Hon. Bautista-Mendiola:

Republic Act No. 10160 or the "Charter of the City of Bacoor" mandates the City Mayor to ensure delivery of basic services and the provision of adequate facilities which include health services. Corollary thereto, numerous indigent residents of the City have requested this administration for assistance in relation to their medical problems and conditions through the provision of free prescription drugs and medicines. The City Government desires to extend free prescription drugs and medicines to its indigent residents by creating a partnership with legitimate pharmaceutical companies as are required for such purpose.

Meanwhile, Farmacia ni Dok has been in the drug retailing business industry for quite some time, and expressed its willingness to partner with the City Government for the provision of such prescription drugs and medicines to Qualified Indigent Beneficiaries. Attached herewith is a draft Memorandum of Agreement between the City Government of Bacoor and Farmacia ni Dok for your perusal.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the abovementioned Memorandum of Agreement with Farmacia ni Dok.

Respectfully yours,


STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Bacoor Blvd., 88th Bypass, City of Bacoor, Cavite
Telephone: 434-1111 | Website: www.bacoor.gov.ph



[BACK](#)



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered this ___ day of _____ 20__ in Bacoor City, Province of Cavite, try and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office and postal address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented herein by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. 2022-042, Series of 2022 and, hereinafter referred to as the "**LGU BACOOR**"

and

LANCE AND LIAM DRUGSTORE - FARMACIA NI DOK, a business duly organized and existing under the laws of the Republic of the Philippines, with principal business address at Molino Wet & Dry Market, Flying V, Molino Road, Barangay Molino III, Bacoor City, Province of Cavite, represented by its business proprietor/owner, **Ms. SHEILA J. SUMPO**, and hereinafter referred to as "**FARMACIA NI DOK**"

The term "Party" shall mean either LGU BACOOR or FARMACIA NI DOK, if applicable, while the term "Parties" shall mean LGU BACOOR and FARMACIA NI DOK, collectively.

WITNESSETH:

WHEREAS, under the Republic Act No. 10160 or the "Charter of the City of Bacoor", the City Mayor is mandated to ensure delivery of basic services and the provision of adequate facilities which include health services;

WHEREAS, the numerous indigent residents of the City of Bacoor have requested the **LGU BACOOR** for assistance in relation to their medical problems and conditions through the provision of free prescription drugs and medicines;

WHEREAS, **LGU BACOOR** desires to extend free prescription drugs and medicines to its indigent residents by creating a partnership with legitimate drug company as are required for such purpose;

WHEREAS, **FARMACIA NI DOK** has been in the drug retailing business industry for quite some time, and intimated to **LGU BACOOR** its willingness the provision of such prescription drugs and medicines to "**Qualified Indigent Beneficiaries**" referred by **LGU BACOOR** at the latter's expense;

WHEREAS, **FARMACIA NI DOK** and **LGU BACOOR** creates a partnership in pursuit of fostering and promoting the provision of social medical services to Qualified Indigent Beneficiaries of the City of Bacoor under the "**STRIKE SA SERBISYO ACTION PROGRAM**" (or the "Program").

Memorandum of Agreement with Lance and Liam Drugstore - Farmacia Ni Dok and
the City Government of Bacoor /Page 1 of 6

[BACK](#)



NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants herein contained, the **PARTIES** have **AGREED** to be bound, as follows:

MEDICINE REQUEST FORM (MRF). All Qualified Indigent Beneficiaries referred by **LGU BACOR** to **FARMACIA NI DOK** as recipients of this Agreement must be issued a **MEDICINE REQUEST FORM (MRF)** bearing the signature of the City Mayor of Bacoor, Hon. Strike B. Revilla. In the absence of the City Mayor, the following officers are authorized to sign the MRF:

NAME	DESIGNATION	CONTACT NUMBER
1. Hon. Rowena Bautista-Mendiola	Bacoor City Vice-Mayor	(046) 481-4137 local 312 or 313
2. Ms. Emiliana DR. Ugalde, RSW	CSWD - Head	(046) 481-4124 local 219

The existing MRF pro-forma will be used by **LGU BACOR** under this Agreement. MRF's shall be valid for a period of fourteen (14) days only from date of issue as appearing thereon.

The MRF shall be deemed to be an acknowledgment by **LGU BACOR** of its obligation to pay for costs, charges, expenses and fees incurred by **FARMACIA NI DOK** in the provision of prescription drugs and medicines to Qualified Indigent Beneficiaries.

Below is the schedule for submission of Billing Statement by **FARMACIA NI DOK** to **LGU BACOR** and the release of payments by **LGU BACOR** to **FARMACIA NI DOK**:

Invoices from:	Will be billed on the:	Payments shall be made on or before the:
1 st to 15 th of the month	17 th day of the same month	17 th day of the following month
16 th to 31 st of the month	2 nd day of the following month	2 nd day of the following month

LGU BACOR shall review the Billing Statement within fifteen (15) days from receipt from **FARMACIA NI DOK**. Should **FARMACIA NI DOK** receives no notice of dispute as to the content of said Billing Statement within the stated period, it shall be deemed conclusive as to the amount payable without further need of demand from **FARMACIA NI DOK**. In case an error has been found on the submitted Billing Statement, **LGU BACOR** shall process and settle the remaining accounts/invoices without errors while those accounts/invoices found with error shall be reconciled by both **PARTIES** and resubmitted on the next billing schedule for payment processing.

The Qualified Indigent Beneficiary shall be interviewed for profile intake. No interview, no MRF. If no MRF is presented, **FARMACIA NI DOK** shall not consider the patient to be covered by the Program.

COVERAGE. **FARMACIA NI DOK** has designated its Pharmacy located in the City Government of Bacoor Compound ("**STRIKE AS 1 PHARMACY**") to provide credit limit for **LGU BACOR** by making prescription drugs and medicines available to Qualified Indigent Beneficiary.



This Program only covers prescription drugs and medicines, and excludes any and all medical supplies, medical equipment, aesthetic drugs, supplements, consumer goods and other similar items, unless otherwise approved by LGU BACOOR.

DISCOUNTS. Subject to the terms and conditions of this Agreement, **FARMACIA NI DOK** shall extend twenty percent (20%) discount to Senior Citizens and Persons with Disability (PWD) upon presentation of (a) Senior Citizen /PWD Identification Card and (b) Purchase Booklet, and all other requirements mandated for by law.

BUDGET ALLOCATION. LGU BACOOR shall allocate from its funds specific budget to be used for payment of its obligations to **FARMACIA NI DOK** under this Agreement, subject to existing laws, rules and ordinances. **FARMACIA NI DOK** shall allow LGU BACOOR the payment in cash, check or online payment in settling the obligations of the latter.

CONFIDENTIALITY. Except as specified herein or permitted in writing signed by the Parties or for the compliance with the Data Privacy Act, and laws or regulations governing trust, banking, insurance, securities and exchange or any other law or lawful order, all Confidential Information of any party, which shall come to the knowledge of the other party during the term of this Agreement shall not be disclosed, directly or indirectly, to any third party, except with prior written consent of the Disclosing Party. Any violation of this duty even after termination of this Agreement shall give the party the right to sue for injunction and/or damages.

The term "Confidential Information" shall mean any and all kinds of information, whether in writing, oral, or electronic form, relating to information acquired, whether directly or indirectly, during and relative to the implementation of this Agreement, as well as names, medical records, trademarks, copyrights, patents, programs, software, business activities, operations, organizations, finances and dealings concerning LGU BACOOR or **FARMACIA NI DOK** and/or any of its officers, agents, employees, representatives, affiliates, and subsidiaries.

DATA PRIVACY. Both PARTIES shall comply with the provisions of Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012," and its Implementing Rules and Regulations. Each party undertakes to obtain the prior informed written consent of the data subject whose personal information and sensitive personal information (collectively referred to as "Information") shall be collected and processed before information may be disclosed, stored or processed. The terms "data subject," "personal information" and "sensitive personal information" shall have the definitions provided under the Data Privacy Act of 2012 and its Implementing Rules and Regulations, which are as follows:

- A. "Personal Information" refers to any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained with other information would directly and certainly identify an individual.
- B. "Sensitive personal information" refers to personal information:
 1. About an individual's race, ethnic origin, marital status, age, color and religious, philosophical or political affiliations;
 2. About an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such person, the disposal of such proceedings, or the sentence of any court in such proceedings;
 3. Issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers, previous or

Memorandum of Agreement with Lince and Linn Drugstore - Farmacia ni Dok and
The City Government of Bacoor / Page 3 of 6.

[BACK](#)



current health records, licenses or its denials, suspension or revocation, and tax returns; and

4. Specifically established by an executive order or an act of Congress to be kept classified.
- C. "Data subject" refers to an individual whose personal information, whether sensitive or not, is processed.

Moreover, a Party shall have the right to refuse the performance of any of its obligations in case a data subject withholds consent to the collection, processing, and disclosure of his Information without incurring any liability under this Agreement, it being understood that the collection, processing, and disclosure of the data subject's Information is absolutely necessary for the performance of the Services herein.

- D. **Data Sharing.** The Personal Data collected by **LGU BACOOR** from its Qualified Patient Beneficiaries or those collected by **FARMACIA NI DOK** from **LGU BACOOR** or its Qualified Patient Beneficiaries regarding the needed data shall be processed in order to facilitate the availment of credit facility. In accordance with the Data Privacy Act and during the effectivity of this Agreement, both parties have a limited, non-transferable, and revocable access to the Personal Data collected by the other party to copy, use and share the same pursuant to this Memorandum of Agreement.

TERM AND TERMINATION. Unless sooner revoked or terminated, the term of this Agreement shall be effective from [redacted] and shall expire at midnight of **30 JUNE 2025**. This Agreement may be renewed at the instance of either party, by sending the other party a written notice at least sixty (60) days prior to the expiration thereof, under such terms and conditions as may be mutually acceptable to the Parties.

Either Party may terminate this Agreement without cause by providing the other party a written notice at least thirty (30) days prior to the intended date of termination, provided all outstanding obligations must be settled prior to such termination.

If either Party commits a material breach of any other terms and conditions of this Agreement, or unjustifiably refuses or fails to perform any of its obligations under this Agreement, the aggrieved Party may terminate this Agreement (i) effective immediately if the breach cannot be remedied, or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the material breach and the Party in breach has failed to cure such material breach or perform its obligations.

MISCELLANEOUS PROVISIONS

- A. **NON-EXCLUSIVITY.** **FARMACIA NI DOK** agrees that nothing in this Agreement shall in any way preclude other drug retailing businesses from entering into an agreement with **LGU BACOOR** that offers similar products or analogous services.
- B. **SEVERABILITY.** In the event that any provision of this Agreement is declared in any judicial or competent Government instrumentality to be void, illegal or otherwise unenforceable, the Parties shall amend the provision in such reasonable manner as will achieve the intention of the Parties and the 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

Memorandum of Agreement with Lance and Lahn Drugstore – Farmacia Ni Dok and
The City Government of Bacoor / Page 4 of 6

[BACK](#)



defeat the original intention of the Parties in which event, by mutual agreement, the parties may decide to terminate this Agreement.

C. **AMENDMENTS.** This Agreement and any of the Annexes to this Agreement may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

D. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement and the Annexes to this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, whether written or oral on this subject matter.

E. **AUTHORITY.** 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.

F. **APPLICABLE LAW/VENUE OF SUITS.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Cavite, to the exclusion of all other venues.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this ___ day of _____, 202_, in the City of Bacoor, Cavite.

**CITY GOVERNMENT
OF BACOR**

By:

**LANCE AND LIAM DRUGSTORE -
FARMACIA NI DOK**

By:

Hon. STRIKE B. REVILLA
City Mayor
CITY RESOLUTION NO. _____
Series of 202_

SHEILA J. SUMPO
Proprietor/Owner

SIGNED IN THE PRESENCE OF:

Ms. EMILIANA DR. UGALDE, RSW
Bacoor CSWD Officer

Dra. IVY MARIE C. YRASTORZA
City Health Officer

Memorandum of Agreement with Lance and Liam Drugstore - Farmacia Ni Dok and
the City Government of Bacoor / Page 5 of 6

[BACK](#)



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite, this ___ day of _____, 2022, personally appeared the following persons:

Name	Competent Evidence of Identity/ I.D./No.	Date/Place Issued
STRIKE B. REVILLA	CRN 006-0009-6707-9	
SHEILA J. SUMPO		

known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities that they represent.

The foregoing Memorandum of Agreement consisting of six (6) pages including this page where the acknowledgement appears has been signed by the parties and their instrumental witnesses on each and every page hereof.

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

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 202__

Memorandum of Agreement with Leticia and Liam Orughosa - Farmers to Duk and the City Government of Bacoor /Page 6 of 8

[BACK](#)