



COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COMMITTEE REPORT CRPLO-PCR-696-2024

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the addendum to the Memorandum of Agreement dated October 10, 2024 with Lance and Liam-Farmacia ni Dok on behalf of the City Government of Bacoor, Cavite.*

(PCR 696-2024: Date referred: October 21, 2024)

The above-mentioned proposed resolution underwent its first reading on October 21, 2024 during the 113th Regular Session of the Sangguniang Panlungsod. The said proposed resolution was referred by the Acting Presiding Officer, City Councilor Hon. Reynaldo C. Palabrica to the Committee on Rules and Privileges, Laws and Ordinances,

The Committee on Rules, Privileges, Laws and Ordinance sent out invitations to resource persons and conducted a committee hearing on November 07, 2024, 1:00 p.m. at the Session Hall of the Sangguniang Panlungsod.

FINDINGS:

A letter dated October 14, 2024 was received by the Sangguniang Panlungsod requesting for the issuance of a resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign the addendum to the Memorandum of Agreement with Lance and Liam-Farmacia ni Dok on behalf of the City Government of Bacoor.

The amendment and/or revision of Section 13 on Terms and Termination of the principal Memorandum of Agreement signed and notarized last September 04, 2022 and expired last March 31, 2024 serves to facilitate the payment of the services rendered to the qualified indigent beneficiaries for the month of April 2024.





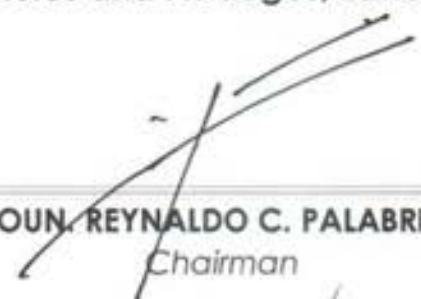
RECOMMENDATION:

After a thorough review of all the circumstances and statements from the resource persons, and due to the absence of representatives from Lance and Liam-Farmacia ni Dok, City Councilor Hon. Rogelio Nolasco moved to **TEMPORARILY ARCHIVE** the above-subject matter.


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

Signed this 6th day of January 2025 at the City of Bacoor, Cavite.

Committee on Rules and Privileges, Laws and Ordinances




COUN. REYNALDO C. PALABRICA
Chairman



COUN. LEVY TELA
Vice Chairman



COUN. ALEJANDRO GUTIERREZ
Member



COUN. ADRIENTO GAWARAN
Member



COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES
MINUTES OF THE COMMITTEE HEARING
PCR-696-2024

Subject: *A resolution authorizing the city mayor, Hon. Strike B. Revilla, to sign the addendum to the memorandum of agreement dated 10 October 2024 with Lance and Liam – Farmacia ni Dok on behalf of the City Government of Bacoor, Cavite.*
(PCR-696-2024-Date referred: October 21, 2024)

A committee hearing on the above-subject matter was conducted last November 7, 2024, 1:00 p.m. at the Sangguniang Panlungsod Session Hall presided by the Committee Chairman, Hon. Reynaldo C. Palabrica.

MEMBERS OF THE COMMITTEE AND CITY COUNCILORS PRESENT:

HON. ALEJANDRO GUTIERREZ
HON. LEVY TELA
HON. ROGELIO NOLASCO
HON. SIMPLICIO DOMINGUEZ

RESOURCE PERSONS PRESENT:

ATTY. REY MARCO MENDOZA	-	OCLS
DRA. IVY MARIE YRASTORZA	-	OCHS
GINA PORNELOS	-	CSWD
EVELYN CASTILLO	-	CSWD

COUN. REYNALDO PALABRICA "The committee hearing regarding the resolution authorizing the city mayor, Hon. Strike B. Revilla, to sign the addendum to the memorandum of agreement dated 10 October 2024 with Lance and Liam – Farmacia ni Dok on behalf of the City Government of Bacoor, Cavite is now called to order."

COUN. REYNALDO PALABRICA "For the record in attendance to this honorable hearing are the following members of the City Council. From District 2 Councilor Bok Nolasco, from District 1 Councilor Levy Tela, from District 2 Councilor Simplicio Dominguez, and from District 1 Honorable Councilor General Alex Gutierrez."





Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



COUN. REYNALDO PALABRICA "May I request Atty. Marco, please repeat your manifestation earlier."

ATTY. REY MARCO MENDOZA "Okay po, thank you your honor. This request extends from the original contract po with Farmacia ni Dok or with Lance and Liam drug store which expires last March 31, 2024. However, in order to facilitate the payment from month of April 2024 we need to have an addendum to amend the Section 13 to the terms and termination clause for the original contract. Kasi po from accounting office, we cannot process the payment kung ang nakalagay sa kontrata ay hanggang March lang."

COUN. REYNALDO PALABRICA "In the first place bakit sila umabot ng April? Alam naman nila sa contract na hanggang March lang sila, they supposed to renew before the expiration of the contract or to terminate the services on the said date of contract."

ATTY. REY MARCO MENDOZA "For that matter your honor, the CSWD can answer kung bakit nag extend yung services."

COUN. REYNALDO PALABRICA "CSWD representatives before you answer our question. May I request to introduce yourselves first?"

GINA PORNELOS "Magandang hapon po Mr. Chair and sa lahat, Gina Porneleos po Social Worker from CSWD Bacoor po."

EVELYN CASTILLO "Good morning po sa lahat, Evelyn Castillo po from CSWD."

COUN. REYNALDO PALABRICA "What is the opinion of CSWD regarding this issue?"

GINA PORNELOS "My opinion po is hindi po maiiwasan Mr. Chair yung talagang volume ng mga clients na sineserve natin. Para talaga mabigay yung immediate na pangangailangan."

COUN. REYNALDO PALABRICA "Is this medical assistance?"

GINA PORNELOS "Yes po, in part of our emergency welfare program."

COUN. REYNALDO PALABRICA "So paanong nangyari na ang kontrata ay hanggang March tapos nagpatuloy pa hanggang April? Kaya humihingi sila ng addendum, kumbaga dapat ang ginawa ni Farmacia ni Dok ay nag apply na





sila o humingi na agad sila ng extension for contract or else according to law hanggang doon lang talaga siya."

COUN. REYNALDO PALABRICA "Naserbisyuhan pa rin ba tayo ng Farmacia ni Dok for the month of April? Meron pa rin ba tayong napa tulungan sa kanila, nabigyan ng gamot?"

GINA PORNELOS "Yes po Mr. Chair kaya rin po yung addendum dahil meron pa pong kautangan."

COUN. REYNALDO PALABRICA "Magkano ba yung nasasabing payable ng City Government?"

GINA PORNELOS "Mr. Chair as per record, meron pa po tayong kailangan isettle sa kanila na PHP 43,551 po."

COUN. REYNALDO PALABRICA "May rental sila ng space dito? How much ang rental nila?"

COUN. REYNALDO PALABRICA "PHP 26,000? Ilang months ang bayarin nila? 6 months? So, pwedeng i-off set na lang? Pwede nating ilagay sa resolusyon yun na yung bayarin natin for us to avoid extra use of documents, and resources, i-off set nalang natin."

ATTY. REY MARCO MENDOZA "That is possible po, pero your honor we don't have evidence or proof na meron silang payment from the start of contract."

COUN. REYNALDO PALABRICA "Nasa kanila yung burden of truth, they should present to us the official receipt kung talagang nagbayad sila ng rental. If not tayo pa ang may singilin, hindi natin to pwedeng aprubahan ng ganun na lang, kailangan maka usap natin si Farmacia ni Dok talaga."

COUN. REYNALDO PALABRICA "Any other opinion from the members of the City Council? Kasi our decision should be advantageous sa City Government, kasi kung may utang sila tapos tayo ang mag babayad, tapos hindi sila magbabayad ng utang that will be a clear disadvantage to our part. Can you please suggest kung ano ang magandang arrangement dito kung may utang sila at may utang tayo."





ATTY. REY MARCO MENDOZA "Siguro po your honor with the Farmacia ni Dok mas okay kung magkaroon muna ng internal discussion as per the matter. Para ma-clarify din po kung may payment po sila regarding to the lease of the property."

COUN. REYNALDO PALABRICA "Sino ang magiging focal person ng City Government? Is it the legal or the CSWD?"

ATTY. REY MARCO MENDOZA "The CSWD po kasi sila po yung naghahawak ng concern. Will just going to assist them na lang po."

COUN. REYNALDO PALABRICA "Siguro dapat may letter muna tayo kay Farmacia ni Dok na sinisingil din natin sila doon sa upa nila, para magkaroon ng pag-uusap. Baka pwede namang matulungan ng legal yung CSWD?"

ATTY. REY MARCO MENDOZA "Yes po."

COUN. REYNALDO PALABRICA "Ang magiging tema ng sulat ay para ma-settle ang liabilities ng both parties. Magkaroon ng meeting."

COUN. ROGELIO NOLASCO "Mr. Chair, motion to invite yung Lance and Liam drug store Farmacia ni Dok. Para ma-clarify natin yung sitwasyon, dahil sila yung dapat mag renew satin and kung bakit hindi sila nag renew in advance or bakit napabayaan, na neglect."

DRA. IVY MARIE YRASTORZA "Good afternoon po, actually may motion po sila for renewal. However, nag memo po kasi si Mayor saamin for review yung contract and yung kung ano yung observation namin with the existence ng Farmacia ni Dok sa City Health Office. We have some instances po kasi na may mga nirerefer po kami sa kanilang patients, stated naman po dito sa contract na kung ano yung mga gamot na wala saamin they should provide. There are times po that they failed to provide the medicines na ni-rerequire po ng mga pasyente, so na-approve po ng CSWD then kapag dinala po sa kanila sasabihin na **"wala silang gamot"**. Previously na discuss po sa kanila na they should exert effort to provide the medicines, palagi kasing sinasabi na **"wala kaming ganyan"** syempre nagfi-feedback po saamin yung nangyayare, saamin nagagalit yung mga pasyente kasi pinrocess namin yung GL nila and then in return wala naman pala yung gamot. There are cases din na nirerefuse yung gamot kasi mas prefer ng mga patients natin ang financial assistance kasi may gusto raw po silang ibang brand other than the medicines na dala po ni Farmacia ni Dok."





DRA. IVY MARIE YRASTORZA "Sa ganun naman po hindi naman po namin mapipilit yung mga pasyente na mag avail ng mga medicines na nakay Farmacia ni Dok. Kaya kakaunti lang din po yung naseserbisyuhan kasi mostly naman ng mga gamot na kinakailangan ng mga pasyente ay available naman saamin. For that reason, ayun rin po yung nirecommend namin kay Mayor to review na kung madami nga po yung naseserbisyuhan, kung magkano po yung income nila kasi kung katulad nyan na may rental fee sila and then wala namang pumapasok na income lugi rin sila at the end. Maybe it is one of the reason din kung bakit hindi narenew ang contract nila."

COUN. REYNALDO PALABRICA "So the request for the renewal of the contract was denied?"

DRA. IVY MARIE YRASTORZA "Yes. Aside from other reasons raised by several department heads concerning this MOA."

COUN. REYNALDO PALABRICA "Like what?"

DRA. IVY MARIE YRASTORZA "Mga personal na po yun."

COUN. REYNALDO PALABRICA "Are they still eager to continue their service?"

DRA. IVY MARIE YRASTORZA "Yes po. Nangungulit nga po eh."

COUN. REYNALDO PALABRICA "Pero sa addendum 1-month lang ang hinihingi? Para lang masingil?"

DRA. IVY MARIE YRASTORZA "Yes po."

COUN. REYNALDO PALABRICA "Kung gusto talaga nila, nakakatulong ba sa taong bayan? Sulit ba? CSWD helpful ba talaga ang Farmacia ni Dok sa City Government?"

GINA PORNELOS "Mr. Chair based on my opinion and on my observation somehow nakakatulong po dahil may napopopprovide naman. Pero yung mga ganung limitation po na nabanggit ni Dra. Ivy na madalas hindi talaga napopprovide ang medicines ng ating mga clients. There are instances talaga na mas gusto nila ang financial assistance dahil may mga brand talaga na nirerequire ang kanilang mga doctor po."





COUN. REYNALDO PALABRICA "Kung ganun ang sitwasyon talagang nakaka-awa naman pala talaga sila, mababa ang sales nila kasi walang gamot na nakukuha sa kanila. And yet they are paying for the rental space, malulugi sila, kawawa naman. Hindi lamang City Government ang tinitignan natin kundi both sides."

COUN. REYNALDO PALABRICA "Defer muna to kapag hindi siya pumunta idedenied natin to. Kailangan nya pumunta para ma-clear ang mga issues and the responsibilities of both parties, para malinaw. Para matulungan din natin sila na wag ng malugi, wag na nating iextend."

COUN. REYNALDO PALABRICA "The motion is to invite Farmacia ni Dok. Actually, invited sila hindi lang nakarating. So, we will go on with the motion of Councilor Bok Nolasco."

COUN. REYNALDO PALABRICA "So, for the meantime we will defer this item. May I request the Hon. General to place a motion to suspend this hearing?"

COUN. REYNALDO PALABRICA "It was agreed by the committee to defer this hearing. Therefore, Councilor. Gutierrez suspend the hearing, any second to the motion? Any objection? Hearing none, therefore this hearing is suspended."

Prepared by:

Renaldo M. Verona
Staff

Attested by:

COUN. REYNALDO C. PALABRICA
Chairman





Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



Committee on Rules and Privileges, Laws and Ordinances

NOTICE OF COMMITTEE HEARING

(PROOF OF RECEIPT)

(November 07, 2024 1:00 PM)

(SP Session Hall)

Office of the Saigongnamg Railroad
Received by: Shet Pong
Date: 11-30-41

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE ADDENDUM TO THE MEMORANDUM OF AGREEMENT DATED 10 OCTOBER 2024 WITH LANCE AND LIAM – FARMACIA NI DOK ON BEHALF OF THE CITY GOVERNMENT OF BACOR, CAVITE. (PCR No. 696-2024) dated (October 21, 2024).

[illegible]

NOTICE OF COMMITTEE HEARING PCR 696-2024

Page 1

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE ADDENDUM TO THE MEMORANDUM OF AGREEMENT DATED 10 OCTOBER 2024 WITH LANCE AND LIAM - FARMACIA NI DOK ON BEHALF OF THE CITY GOVERNMENT OF BACOR, CAVITE.



Address: Bacoar Legislative and Disaster Resilience Bldg
Bacoar Blvd., Brgy. Bayanan, City of Bacoar, Cavite
Trunkline: (046)417-0727
Website: www.bacoarcitysp.com





Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBCR-SPBac-F01.01
05/30/2024
Seal of
Good
Local
Governance
2023 Awardee
7 years in a row!

PCR 696-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE ADDENDUM TO THE MEMORANDUM OF AGREEMENT DATED 10 OCTOBER 2024 WITH LANCE AND LIAM - FARMACIA NI DOK ON BEHALF OF THE CITY GOVERNMENT OF BACOR, CAVITE.

Office of the Sangguniang Panlungsod
Received by: Janet O. Ochoa
Date: 10 JAN 2025
Time: 11:30 AM



Address: Bacor Legislative and Disaster Resilience Bldg.,
Bacor Blvd., Brgy. Bayanan, City of Bacor, Cavite
Trunkline: (046)417-0727
Website: www.bacorcitysp.com



Cert. no. 24/181809



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor
ENDORSEMENT LETTER



Seal of
Good
Local
Governance
2023 Awardee
7 years in a row
CGBCR-MO-02-F
05/30/2024

ENDORSEMENT

TO : **HON. ROWENA BAUTISTA MENDIOLA**
City Vice Mayor and Presiding Officer

THRU : **ATTY. KHALID A. ATEGA, JR.**
Sangguniang Panlungsod Secretary
Office of the Sangguniang Panlungsod

SUBJECT : **REQUEST FOR ISSUANCE OF CITY RESOLUTION**
AUTHORIZING THE UNDERSIGNED TO SIGN THE ADDENDUM TO THE
MEMORANDUM OF AGREEMENT WITH LANCE AND LIAM – FARMACIA NI DOK
DATED 10 OCTOBER 2024

FROM : **STRIKE B. REVILLA**
City Mayor

DATE : **11 OCTOBER 2024**

OFFICE OF THE
SANGGUNANG PANLUNGSOD
RECEIVED
BY: RUTH / *[Signature]*
DATE: 10/14/24 TIME: 1:59
BACOOR CITY, CAVITE

This has reference to the Addendum to the Memorandum of Agreement between the **City Government of Bacoor** and **Lance and Liam Drugstore – Farmacia ni Dok** regarding amendment and/or revision of **Section 13 on Term and Termination** of the Principal Memorandum of Agreement signed and notarized last 04 September 2022 and expired last 31 March 2024, in order to facilitate the payment of services rendered to the qualified indigent beneficiaries for the month of April 2024. Attached herewith are the Addendum and the Principal Agreement for your reference.

In light of this, it is both necessary and urgent that the **Sangguniang Panlungsod** pass a **City Resolution** authorizing the undersigned to sign the Addendum to the Memorandum of Agreement dated 10 October 2024.

For appropriate action, please.

Thank you.

[Signature]
STRIKE B. REVILLA
City Mayor



SBR20242031

STRIKE





Republic of the Philippines
Province of Cavite
CITY OF BACOR



Seal of
Good
Local
Governance
2023 Awardee
7 years in a row

OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT NO. 1113 SERIES 2024

TO : Hon. STRIKE B. REVILLA
City Mayor
Office of the Mayor

RE: **FOR ENDORSEMENT TO SANGGUNIANG PANLUNGSOD**
Addendum to the Memorandum of Agreement with Lance and Liam –
Farmacia ni Dok dated October 10, 2024


DATE: 10 October 2024

We are respectfully endorsing to your good office a copy of the proposed **ADDENDUM TO THE MEMORANDUM OF AGREEMENT DATED OCTOBRE 10, 2024** draft between the City Government of Bacoor and Lance and Liam Drugstore – Farmacia ni Dok regarding amendment and/or revision of Section 13 on Term and Termination of the principal Memorandum of Agreement signed and notarized last September 04, 2022 and expired last March 31, 2024. This Addendum serves to facilitate the payment of the services rendered to the qualified indigent beneficiaries for the month of April 2024. Also attached is a copy of the principal Memorandum of Agreement for your reference.

All things having been found to be in order, we hereby endorsed to your good office the abovementioned Usufruct Agreement for your approval, and subsequent endorsement to the Sangguniang Panlungsod.

Thank you for your usual support and *Godspeed!*

RESPECTFULLY,


Atty. KIM NYCA R. LOFRANCO
City Legal Officer
Office of the City Legal Services



SCAN ME



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



Cert. no. 24/181805

ADDENDUM TO THE MEMORANDUM OF AGREEMENT DATED 10 OCTOBER 2024

KNOW ALL MEN BY THESE PRESENTS:

This ADDENDUM TO THE MEMORANDUM OF AGREEMENT (the "Addendum") is made and executed this ____ day of _____, 2024 at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR** is a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein 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 "**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, Molino III, Bacoor City, Province of Cavite, represented herein by its business proprietor/owner, **Ms. SHEILA J. SUMPO**, and hereinafter referred to as "**FARMACIA NI DOK**"

Collectively referred to as "Parties"

WITNESSETH:

WHEREAS, the **LGU BACOOR** and **FARMACIA NI DOK** entered into a Memorandum of Agreement, dated September 04, 2023. Copy of the said Agreement is attached herein as ANNEX "A;"

WHEREAS, the Memorandum of Agreement relates to the City of Bacoor's Socialized Medical Program, which extends prescription drugs and medicines to the City of Bacoor's qualified indigent beneficiaries;

WHEREAS, in conformity with Section 13 on Term and Termination, the abovementioned Memorandum of Agreement expired last March 31, 2024 and was no longer extended or renewed by either of the Parties;

WHEREAS, according to the documents kept by the Bacoor City Social Welfare and Development Office, the **LGU BACOOR** is currently obligated to pay **FARMACIA NI DOK** for the month of April 2024;

WHEREAS, in order to facilitate the payment of the services rendered to the qualified indigent beneficiaries beyond the expiry date of the Agreement by the **LGU BACOOR** to **FARMACIA NI DOK**, the term of the Agreement must be revised and/or amended;

NOW THEREFORE, for and in consideration of the foregoing premises and in accordance with the terms and conditions set forth hereunder the Parties hereby agrees as follows:

That **LGU BACOR** to **FARMACIA NI DOK** agree to amend and/or revise Section 13 of the principal Agreement in order to process the remaining payable amount as agreed upon by the Parties, to wit:

"Section 13. Term and Termination. Unless sooner revoked or terminated, the term of this Agreement shall commence starting from the Effective Date and shall expire at midnight of 30th day of April 2024. This Agreement may be renewed at the instance of either party, by sending the other party a written notice at least sixty (6) days prior to the expiration thereof, under such terms and conditions as may be mutually acceptable to the Parties.

x x x"

IN WITNESS WHEREOF, the **FIRST PARTY** and the **SECOND PARTY** have hereto affixed their signatures this ____ day of _____, 2024, at the City of Bacoor, Province of 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 2024

Ms. SHEILA J. SUMPO
Proprietor/Owner

SIGNED IN THE PRESENCE OF:

Ms. EMILIANA DR. UGALDE
CSWDO

Dra. IVY MARIE C. YRASTORZA
City Health Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOR) S.S.

BEFORE ME, a Notary Public in and for the City of Bacoor on this ____ day of _____ 2024 personally appeared with the following competent proof of identities:

	ID/ID No.	Valid Until
STRIKE B. REVILLA		
SHEILA J. SUMPO		

known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same are their free and voluntary act and deed. This instrument consists of three (3) pages including this page, duly signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2024;

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **CITY GOVERNMENT OF BACOR**, 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. 2023-160, Series of 2023 and, hereinafter referred to as the "**LGU BACOR**"

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 BACOR or FARMACIA NI DOK, if applicable, while the term "**PARTIES**" shall mean LGU BACOR and FARMACIA NI DOK, collectively.

WITNESSETH:

WHEREAS, under 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 BACOR** for assistance in relation to their medical problems and conditions through the provision of prescription drugs and medicines;

WHEREAS, **LGU BACOR** desires to extend 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 BACOR** its willingness for the provision of different prescription drugs and medicines to "*Qualified Indigent Beneficiaries*" referred by **LGU BACOR**;

WHEREAS, the **LGU BACOR** is the owner of that property known as the Sagip Buhay and Recovery Building, located at Bacoor Government Center Compound, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite (the "Property");

WHEREAS, **FARMACIA NI DOK**, in the furtherance of its business, desires to lease a portion of the Property with an area of thirteen square meters (13sqm) identified

as a portion of Strike as 1 Pharmacy Office, for its office space, hereinafter referred to as the "Leased Premises";

WHEREAS, LGU BACOOR agrees to lease out the Leased Premises to **FARMACIA NI DOK** for the sole purpose of utilizing the same as an office and/or commercial space, exclusive for pharmacy use;

WHEREAS, FARMACIA NI DOK and **LGU BACOOR** enters into this Agreement 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");

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:

SECTION 1. MEDICINE REQUEST FORM (MRF). All Qualified Indigent Beneficiaries referred by **LGU BACOOR** 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 BACOOR** 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 BACOOR** 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 BACOOR** and the release of payments by **LGU BACOOR** 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 BACOOR 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 BACOOR** 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.

SECTION 2. GUARANTEE LETTER. All Qualified Indigent Beneficiaries referred by **LGU BACOR** to **FARMACIA NI DOK** as recipients of this Agreement must be issued a **GUARANTEE LETTER (GL)** bearing the signature of the City Mayor of Bacor.

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

The GL shall be deemed to be an acknowledgement 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.

SECTION 3 COVERAGE. **FARMACIA NI DOK** has designated its Pharmacy located in the City Government of Bacor 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 BACOR**.

SECTION 4. 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.



SECTION 5. RENT. For and in consideration of the use and occupancy of the Leased Premises, **FARMACIA NI DOK** shall pay **LGU BACOR** a monthly rental of **TWENTY-SIX THOUSAND PESOS (PHP 26,000.00)** every sixteenth (16th) day of each month for the duration of the Term, subject to the provisions of Sections 5 and 6 hereof.

Succeeding rental payments received more than fifteen (15) working days after its due date shall be considered late payment and shall bear a penalty interest of five percent (5%) per month, to be computed on a daily basis, and compounded monthly, from the date of default until fully paid, without prejudice to the right of the **LGU BACOR** to terminate this Agreement.


Any other amount required to be paid by **FARMACIA NI DOK** to the **LGU BACOR** hereunder shall, if unpaid on its due date, similarly earn interest at the same rate and conditions.

This section on Rent shall be subject to the Section 5 and 6 hereof.

SECTION 6. ADVANCE RENTAL, MAINTENANCE FEE AND BOND. Upon the execution of this Contract, the LESSEE shall pay the LESSOR:

- 
- (a) the sum of **Twenty-Six Thousand Pesos (PHP26,000.00)** representing one (1) month advanced rental, applicable on the first (1) month of the Contract. Succeeding monthly rentals, after the advanced rental shall have already been utilized, shall be due and payable within the first five (5) days after the 15th day of the month and every 15th day of the succeeding months thereafter up to and until the expiration of the Term, or the termination of this Agreement, as provided for under Section 12 hereof; and
- (b) a Maintenance Fee in the amount of **Three Hundred Pesos (PHP 300.00)** and a Bond in the amount of **Three Thousand Pesos (PHP 3,000.00)**. It is hereby expressly agreed herein that the Bond cannot be utilized for the payment of the monthly rentals. The Bond provided for herein shall be refundable to **FARMACIA NI DOK** within thirty (30) days from the expiration of the Term or the termination of this Agreement as provided for under the provisions of Section 12 hereof, provided that no deduction therefrom or forfeiture thereof is proper except as provided for in this Contract.
- 

SECTION 7. ELECTRIC, TELEPHONE, WATER AND OTHER UTILITIES. **FARMACIA NI DOK** shall have the right to arrange directly with the utility providers and operators for service connection in the Leased Premises of electric, telephone, water and other utilities, for which it shall be entitled to a separate meter therefore and shall be obliged to defray to the service provide.



Monthly payment of these electric, telephone, water and other utilities shall be for the sole account of **FARMACIA NI DOK**, and shall be paid exclusive of the monthly rental fee.

SECTION 8. BUDGET ALLOCATION. LGU BACOR 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 BACOR the payment in cash, check or online payment in settling the obligations of the latter.

SECTION 9. SUB-LEASE AND TRANSFER OF RIGHTS. **FARMACIA NI DOK** cannot sub-let or transfer its right to all or any part of the Leased Premises, unless with the written consent of LGU BACOR.

SECTION 10. REAL PROPERTY TAXES, FEES AND ASSESSMENTS. All real property taxes, including documentary stamp tax, related taxes, charges and assessments that may be imposed on the Leased Premises, inclusive of increases thereto shall be for the sole account of and be borne by LGU BACOR.

SECTION 11. 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 BACOR or **FARMACIA NI DOK** and/or any of its officers, agents, employees, representatives, affiliates, and subsidiaries.

SECTION 12. 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 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 BACOR** from its Qualified Patient Beneficiaries or those collected by **FARMACIA NI DOK** from **LGU BACOR** 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.


SECTION 13. TERM AND TERMINATION. Unless sooner revoked or terminated, the term of this Agreement shall commence starting from the Effective Date and shall expire at midnight of 31 MARCH 2024. 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.

SECTION 14. 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 BACOR 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 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 Annex/es 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 Annex/es 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:

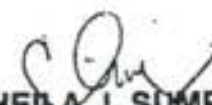


Hon. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-160
Series of 2023


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

By:



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


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 4th day of September 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	CRN - 0033 - 6769650-7	

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 eight (8) 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


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Page No. 34
Book No. 1
Series of 202 3


ATTY. NATHANIEL C. DE LEON
Notary Public

Comm. No. 2023-05 (Valid until 7/11/2025)
ISP No. 275948 (1/08/2023) Cavite Chapter
PTR No. 224052 (1/10/2023)
MCLE No. (Admitted to the Bar 2022)
Roll No. 80278
Bacoor City, Cavite

Republic of the Philippines
Province of Cavite

CITY OF BACCOOR



BUSINESS PERMIT AND LICENSING DEPARTMENT

MAYOR'S PERMIT AND BUSINESS LICENSE

Pursuant to the Revenue Code of the City of Bacoor, after payment of taxes, fees and charge and compliance with existing requirements, PERMIT is hereby granted to:

BUSINESS NAME

LANCE AND LIAM DRUGSTORE - FARMACIA DOK

TAXPAYER'S NAME

SUMPO, SHEILA JAPZON

LINE/S OF BUSINESS

DRUG STORE RETAILER ESSENTIAL,
RETAILER/NON ESS

BUSINESS ADDRESS

MOLINO WET & DRY MARKET, FLYING V, MOLINO
ROAD, MOLINO III, BACCOOR CITY, CAVITE



Security Seal No.



2023

Business Status	: RENEWAL
Account No.	: S-03758
Plate No.	: 02526
Date of Payment	: January 16, 2023
Amount Paid	: Php 14,415.42
Payment Scheme	: ANNUALLY
Valid Until	: December 31

Recommending Approval:

CHRISTIAN T. GAWARA
OIC - BPLD

Approved by:

HON. STRIKE B. REVILL
CITY MAYOR

Notes:

1. Exhibit this permit & business plate in your establishment.
2. Subject to Fire, Health and O.B.O. inspections.
3. This permit is only a privilege and not a right, subject to revocation and closure of business establishment if any conditions and provisions set forth by the Code and existing laws and regulations is violated and/or safety, health and security of public is at stake.
4. This permit must be renewed on or before January 20, 20__ unless sooner revoked for a cause. Failure to renew within the time required shall subject the taxpayer to surcharge of 25% of the amount of taxes, fees or charges due, plus an interest of 2% per month of the unpaid taxes, fees or charges including surcharges.
5. Surrender this permit upon retirement of your business.

AWARDEE

6 years
and now!





This certifies that

LANCE AND LIAM DRUGSTORE

(BARANGAY)

MOLINO III, CITY OF BACOR, CAVITE, REGION IV-A (CALABARZON)

is a business name registered in this office pursuant to the provisions of Act 3883, as amended by Act 4147 and Republic Act No. 863, and in compliance with the applicable rules and regulations prescribed by the Department of Trade and Industry.

This certificate issued to

SHEILA JAPZON SUMPO

is valid from 19 Jun 2019 to 19 Jun 2024 subject to continuing compliance with the above-mentioned laws and all applicable laws of the Philippines, unless voluntarily cancelled.

In testimony whereof, I hereby sign this

Certificate of Business Name Registration

and issue the same on 19 Jun 2019 in the Philippines.

RAMON M. LOPEZ
Secretary

Business Name No. 1036203

This certificate is not a license to engage in any kind of business and valid only at the scope indicated herein.



SNDA404310058908



PHARMACY



CITY HEALTH UNIT

STEPS ON HOW TO AVAIL THE FREE MEDICINES (FOUR EASY STEPS)

STEP1

PATIENT CHECK-UP – CHO DOCTOR

PRESCRIPTION OF MEDICINES FROM CHO DOCTOR

CHO DOCTOR WILL ATTACH THE MRF (Medicine Request Form)

Proceed to Step 2.



STEP2

PATIENT TO BRING THE MRF (Medicine Request Form) TO
STRIKE PHARMACY (CHU BUILDING) FOR CHECKING OF MEDICINES.

Proceed to Step 3.



STEP3

PATIENT TO BRING THE MRF (Medicine Request Form) TO CSWD FOR
APPROVAL.

Proceed to Step 4.



STEP4

BRING THE APPROVED MRF (Medicine Request Form) TO STRIKE as
ONE PHARMACY (CHU BUILDING) and CLAIM THE FREE MEDICINES.



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



CRN-0033-4769650-7



SURNAME
JAPZON
FIRST NAME
SHEILA

DATE OF BIRTH
1976/05/12
RESIDENCE
BLK 5 LOT 29 CERRITOS 3
SUBD. HOLING 3 BACOR CITY
CAVITE PNL 4102

247-33-8



