



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-324
Series of 2023

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. ADVINCUA
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. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
MS. CRISTINA R. MALAWIG
Supervising Admin. Officer

Certified by:
HON. REYNALDO D. PALABRICA
President Pro-Tempore

Noted by:
HON. STRIKE B. REVILLA
City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH JNCO MEDICAL ENTERPRISES, INC. AND MEDIXCARE HEALTH MANAGEMENT SOLUTIONS INC. IN RELATION TO ITS OFFER TO LEASE OF THE "BACOR RISK REDUCTION MANAGEMENT BUILDING" FOR A MEDICAL HUB.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 9 August 2023, the Office of the Sangguniang Panlungsod of Bacoor received a request from the Office of the City Administrator to issue a Resolution authorizing Mayor Strike B. Revilla to enter a Memorandum of Agreement with Medixcare Health Management Solutions Inc. and JNCO Medical Enterprises Inc. for the establishment of a Bacoor City Medical Health Hub. The draft Memorandum of Agreement is deemed incorporated and an essential part of this Resolution.

WHEREAS, Republic Act No. 7160 or the Local Government Code of 1991 mandates local government units to discharge functions that are necessary, appropriate, or incidental to efficient and effective provisions of basic services and facilities. Under Section 17 of the Code, these basic services include, among others, health services.

WHEREAS, pursuant to Sections 153 and 154 of the Local Government Code of 1991, local government units are authorized to impose and collect reasonable fees and charges for services rendered, and to fix the rates for the operation of public utilities they own, operate, and maintain.

WHEREAS, the proposed lease of the Bacoor Risk Reduction Management Building for the establishment of a medical hub is framed as a public-private partnership between the City Government of Bacoor and the entities of Medixcare Health Management Solutions Inc. and JNCO Medical Enterprises Inc.

WHEREAS, such a public-private partnership, in the specific context of establishing a medical hub, is not only beneficial for residents in terms of expanded healthcare services but also advantageous for the City Government of Bacoor in efficiently leveraging its resources.



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Attested by:

MS. CRISTINA R. MALAWIG
Supervising Admin. Officer

Certified by:

HON. REYNALDO D. PALABRICA
President Pro-Tempore

Noted by:

HON. STRIKE B. REVILLA
City Mayor

WHEREAS, the City Mayor, under the guidance of Republic Act No. 7160 or the Local Government Code of 1991, possesses the authority to represent the City in business transactions and to sign on its behalf all contracts, subject to the approval of the Sangguniang Panlungsod.

NOW THEREFORE, upon motion of Hon. Rogelio M. Nolasco unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Draft Memorandum of Agreement with JNCO Medical Enterprises Inc. and Medixcare Health Management Solutions Inc. in relation to its offer to lease of the "Bacoor Risk Reduction Management Building" for a medical hub.

RESOLVED LASTLY, to furnish JNCO Medical Enterprises Inc., Medixcare Health Management Solutions 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 on the 23RD day of August 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

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

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

MS. CRISTINA R. MALAWIG
Supervising Admin. Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor

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 among:

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

and

MEDIXCARE HEALTH MANAGEMENT SOLUTIONS, INC., a corporation registered under the laws of the Philippines with office address at 2/F, Valenzuela Town Center, Karuhatan, Valenzuela City, and represented by its CEO, **PHILIP V. LIM**, herein referred to as the "**MEDIXCARE**".

JNCO MEDICAL ENTERPRISES, INC., a corporation registered under the laws of the Philippines with office address at General Malvar St., Barangay 136, Caloocan City, and represented by its COO, **KRISTOFER JAN NICOLO G. MANLAPIG**, herein referred to as the "**JNCO**".

MEDIXCARE and JNCO shall collectively be referred to as the "**SECOND PARTY**".

The term "Party" shall mean LGU BACOOR, MEDIXCARE, or JNCO. The term "Parties" shall mean LGU BACOOR, MEDIXCARE, and JNCO collectively.

WITNESSETH:

WHEREAS, Republic Act No. 7160 or the Local Government Code of 1991 and its Implementing Rules, in particular, Sections 17 (a), 18, 22, and 35, empower LGUs to discharge functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities, to

acquire, develop, lease, encumber, alienate, or otherwise dispose of real or personal property held by them in their proprietary capacity and to apply their resources and assets for productive, developmental, or welfare purposes, in the exercise or furtherance of their governmental or proprietary powers and functions and thereby ensure their development into self-reliant communities and active participants in the attainment of national goals, to enter into contracts and to enjoy full autonomy in the exercise of their proprietary functions, and to enter into joint ventures with the private sector, respectively;

WHEREAS, Article 129 of Republic Act 7160, in relation to Article 10, Section 5 of the 1987 Philippine Constitution, provides, "Each local government unit shall exercise its power to create its own sources of revenue and levy taxes, fees, and charges subject to the provisions herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to the local governments."

WHEREAS, Article Five, Section 153, and Section 154 of Republic Act 7160 further provide that the local government units may impose and collect reasonable fees and charges for services rendered and may fix the rates for the operation of public utilities owned, operated, and maintained by them;

WHEREAS, the LGU BACCOOR intends to maximize the use of its sources and create additional sources of income by renting out some of its buildings to private corporations;

WHEREAS, the City of Bacoor owns the Legislative and Disaster Resilience Building;

WHEREAS, Section 15, Article II under the Declaration of Principles of the 1987 Philippine Constitution states that "The State shall protect and promote the right to health of the people and instill health consciousness among them";

WHEREAS, the SECOND PARTY is engaged in the business of medical services;

WHEREAS, the SECOND PARTY is interested in establishing a Primary Health Care Unit in the City of Bacoor in the Legislative and Disaster Resilience Building;

WHEREAS, public-private partnership (PPP) is now being adopted by the government to expedite the development and utilization of the country's available resources;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves to the following:

ARTICLE I THE PROJECT

Section 1. The SECOND PARTY shall establish, operate, manage, and maintain a **Primary Health Care Unit** to be known as **Bacoor City Medical Health**

Hub in Bacoor Legislative and Disaster Resilience Building ("BLDRB"). It shall utilize space in BLDRB between 500 to 650 square meters.

Section 2. This Agreement shall cover the establishment, operations, management, and maintenance of the Primary Health Care Unit in BLDRB.

Section 3. The expected outcome of the Agreement is the establishment, operations, management, maintenance, and sharing of the profits of the Primary Health Care Unit in BLDRB.

ARTICLE II SCOPE OF COOPERATION

Section 1. The cooperation of the LGU BACoor and the SECOND PARTY shall include the following:

- a. The establishment, promotion, and sharing of profits of the Primary Health Care Unit in BLDRB;
- b. The detailing of the expenses, losses, taxes, fees, and other charges incurred by the operations of the Primary Health Care Unit in BLDRB; and
- c. The compliance of the SECOND PARTY, its employees and workers, clients/users, etc., with the applicable laws, rules, regulations, policies, and guidelines.

ARTICLE III OBLIGATIONS OF THE PARTIES

Section 1. Common Obligations

- a. All Parties involved in this Agreement shall assign appropriate personnel at all levels who will implement the roles as stipulated in this Agreement;
- b. The signatories herein identified from each organization are authorized to sign for and on behalf of the party they represent; and
- c. Neither Party shall act as an agent or representative of the other Party in any transaction. The employees, contractors, consultants, and agents of one Party shall have no contractual relationship with the other party.

Section 2. LGU BACoor shall:

- a. Provide the BLDRB to the SECOND PARTY;
- b. Guarantee that for the entire duration of this Agreement, the BLDRB shall only be leased to the SECOND PARTY;
- c. Grant a construction period without payment of maintenance fee, starting from the date of turnover until the end of construction or 120 days, whichever comes first; and
- d. Undertake to perform all of its obligations under this Agreement;
- e. Undertake to compensate or pay the SECOND PARTY for each and every treatment of patients, medicine, medical supplies, and

services in accordance with the applicable treatment and Department Of Health Protocols.

Section 3. The SECOND PARTY shall:

- a. Establish, operate, manage, maintain, and, when necessary, improve and renovate the Primary Health Care Unit in BLDRB;
- b. Guarantee that the operations, management, and maintenance of the Primary Health Care Unit in BLDRB shall follow relevant laws, rules, regulations, policies, and guidelines;
- c. Be solely responsible for all the financial expenses incurred in the establishment, operations, management, maintenance, and improvement of the Primary Health Care Unit in BLDRB, including payment of utilities, permits, licenses, taxes, and salary of its own employees;
- d. Be solely responsible for all the fees and charges relating to the acquisition of the necessary permits, licenses, etc.;
- e. Be solely responsible for all losses directly related to or incidental to the establishment, operations, maintenance, and improvement of the Primary Health Care Unit in BLDRB;
- f. Collect the fees from the clients/users of the Primary Health Care Unit in BLDRB;
- g. Be responsible for keeping a book of accounts, recording all fees collected, all expenses incurred, and calculating the net profit;
- h. Guarantee to the LGU BACCOOR the right to access and review its books of accounts and other related financial documents;
- i. Keep and maintain the BLDRB clean and free from rubbish and dirt at all times and arranges for the regular removal of trash and garbage, and shall not burn any trash or garbage in or about the BLDRB or anywhere within the premises;
- j. Maintain the BLDRB clean and free of rodents, bugs, and vermin and, at the request of the LGU BACCOOR, participate and cooperate in carrying out any problem of extermination that the LGU BACCOOR may direct. The SECOND PARTY shall bear the cost thereof;
- k. Not cause, allow, or permit any noxious, disturbing, or offensive odors, fumes or gases or any smoke, dust, steam, or vapor, or any loud or disturbing noise, sound, or vibration to emit or originate from said BLDRB;
- l. Be responsible for the maintenance and repair of plumbing and electrical fixtures (such as faucets and their parts, door knobs, keys, socket, switches, etc.) within the BLDRB but upon LGU BACCOOR'S supervision; hence, LGU BACCOOR must be notified before such activity is undertaken by the SECOND PARTY; and
- m. Undertake to perform all of its obligations under this Agreement;

Section 4. MEDIXCARE shall:

- a. Ensure that all licenses, plans, layouts, materials used, equipment, supplies, pharmaceutical products, and healthcare personnel comply with Department of Health guidelines and protocols.

- b. Oversee the planning and development of the program related to the Primary Health Care Unit, safeguarding the interest of both the private proponents and the City Government of Bacoar.
- c. Provide guidelines and protocols for each department of the Primary Health Care Unit.
- d. Conduct training and seminars for the healthcare personnel and its administrative and management staff to guarantee the quality of service and its continuity.
- e. Spearhead the management and operations of the entire Primary Health Care Unit and provide quality health care for its patients.

Section 5. JNCO shall:

- a. Enter into marketing and negotiations necessary for the planning and development of the aforementioned project under the knowledge and advisement of Medixcare Health Management Solutions Inc.
- b. Provide investment and capital for the construction, equipment, supplies, and other necessary expenses for the aforementioned project under the guidelines, standards, recommendations, and advisement of Medixcare Health Management Solutions Inc.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 1. The LGU BACOOR hereby represents and warrants that:

- a. It has the full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transactions contemplated herein;
- b. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;

Section 2. The SECOND PARTY hereby represents and warrants that:

- a. BLDRB shall be used exclusively by the SECOND PARTY as a Primary Health Care Unit.
- b. It is a duly organized corporation, validly existing, and in good standing under the laws of the Republic of the Philippines;
- c. It has full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transaction contemplated herein;
- d. The development plans for the Primary Health Care Unit have been approved by applicable regulatory agencies and other concerned parties;
- e. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;
- f. The SECOND PARTY hereby guarantees prompt payment of any and all charges heretofore mentioned as they may fall due and/or become demandable. Any delay in payment thereof shall constitute a material breach of herein agreement sufficient to cause immediate, unilateral rescission thereof by herein FIRST PARTY;

- g. It shall hold the LGU BACCOOR, including their officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits which may be brought or instituted by any party whatsoever because of the fault, failure, negligence, delay, or any conduct of the SECOND PARTY, its respective officers, employees, and agents in the performance of their corresponding obligation under this Agreement, without prejudice to its claim against the proper erring party;
- h. The obligations expressed to be assumed by it under this Agreement are legal, valid, and binding obligations, enforceable against them in accordance with the terms and conditions hereof, and that all acts, conditions, and things required by their Articles of Incorporation to be done, fulfilled, or performed to enable it to enter into, execute, deliver, exercise its rights, and perform its obligations hereunder are within its power to perform as provided under its Articles of Incorporation; and

ARTICLE V PAYMENTS FOR SERVICES

Section 1. LGU BACCOOR undertakes to compensate or pay the SECOND PARTY for the expenses for actual treatment, medicines, medical supplies, and other additional services provided by the SECOND PARTY to the legitimate indigents endorsed by the City of Bacoor's Social Welfare and Development Office ("CSWDO") at the rate/s and on such date or frequency prescribed in the Price Schedule. LGU BACCOOR shall not pay any expense by any patient without the authorized CSWDO referral.

Section 2. LGU BACCOOR shall likewise pay the SECOND PARTY for such additional supplies, medicine, consumables, and other services and programs used by patients referred to in Section of this Article apart from the prices prescribed in the Price Schedule. However, any additional expenses shall first require the approval and authorization of the CSWDO through a new referral letter.

Section 3. There shall be no adjustment in the Price Schedule throughout this Agreement unless:

- a. Both parties agreed to an adjustment in writing;
- b. There is a DOH mandate for modification, amendment, or revision in the treatment protocol or other operating procedures in the Primary Health Care Unit, resulting in an increase in the cost of operation.
- c. There is a change in law or circumstances arising from the promulgation of any law, ordinance, or regulation of the Republic of the Philippines, any agency, or other body under the control of the Government of the Republic of the Philippines coming to effect after the Effectivity Date of this agreement that shall modify the interest of the SECOND PARTY, and/or its financial rate of return on its investment is materially reduced, prejudiced, or otherwise rendering the SECOND PARTY incapable of performing its undertaking under this Agreement to minimize the extent

legally possible to such adverse effects so as to give significance to their original intent.

ARTICLE VI FUNDING, MAINTENANCE FEE, AND PROFIT SHARING

Section 1. If the separate electricity and water connections are not yet operational at the commencement of the construction, the SECOND PARTY shall pay a deposit of One Hundred Thousand Pesos (Php 100,000.00), which shall be used for the payment of the utilities for the entire duration of the rent-free construction period. If the said amount is insufficient to cover such expenses, the SECOND PARTY shall be billed separately. Any amount in excess shall be returned to the SECOND PARTY.

Section 2. The SECOND PARTY shall be solely responsible for funding the establishment, operations, management, maintenance, improvement, and/or renovation of the Primary Health Care Unit in BLDRB. LGU BACOOOR shall not have any financial responsibility for any concerns related to the establishment, operations, management, maintenance, improvement, and/or renovation of the Primary Health Care Unit in BLDRB.

Section 3. The SECOND PARTY shall pay a Maintenance Fee of One Thousand Pesos (Php 1,000.00) per square meter. The Maintenance Fee shall be paid in advance every first day of the month. LGU BACOOOR shall reserve the right to increase the Maintenance Fee during the term of this lease upon a 30-day written notice to the SECOND PARTY. The SECOND PARTY shall approve or reject this proposal in writing within seven days of receipt.

Section 4. For purposes of this Agreement, any amount received by the SECOND PARTY directly or incidental to the operations of the Primary Health Care Unit in BLDRB shall be eligible for profit sharing. Profits shall be calculated based on gross sales and other amounts received directly or incidental to the operations of the Primary Health Care Unit in BLDRB minus costs of consumables and reasonable doctor's fees for the given period, leveraging Generally Accepted Accounting Principles.

Section 5. For the entire duration of this Agreement and subject to the provisions of Section 3 of this Article, profit sharing of each department will be based on gross profit (less consumables and doctor's fees). The following shall be the profit share of LGU BACOOOR:

	PERCENTAGE SHARE
Laboratory Services	3.3%
Radiology Services	3.3%
Dental	3.3%
Dialysis Services	2%
Pharmacy	5%
Monthly Net Profit	5%

Section 6. After the lapse of the period stated in this Agreement, the Parties may renegotiate the maintenance fee and the percentage for the profit sharing. If no written agreement is entered into within ten (10) days after the lapse of the period, it is hereby assumed that the maintenance fee shall be increased by 25%.

Section 7. After the lapse of the period stated in this Agreement, negotiations on the percentage for profit sharing may be made at any time.

Section 8. Any revisions to this Article or the percentage of profit sharing shall not require any Sanguniang Panlungsod Resolution or City Ordinance, as long as the revision is in writing, signed by both Parties, and does not decrease the percentage of profit sharing stated in this Article.

ARTICLE VII REMITTANCE

Section 1. For accounting and transparency purposes, the SECOND PARTY shall keep a book of accounts for all payments received. The book of accounts shall also contain all expenses, taxes, and fees incurred in the operations of the Primary Health Care Unit in BLDRB.

Section 2. In determining the profit share, the SECOND PARTY shall prepare a monthly Accounting Document showing the income received, the expenses incurred, and the corresponding profit for such particular day. For purposes of this Article, a month is considered to consist of thirty (30) days.

Section 3. The SECOND PARTY shall transmit the Accounting Document to LGU BACoor within three (3) days after completion thereof. Thereafter, the LGU BACoor has three (3) days from receipt to confirm the accuracy of the computation of the amount of profit share.

Section 4. If there is no discrepancy, question, or clarification on the Accounting Document, LGU BACoor must immediately communicate the same to the SECOND PARTY. Thereafter, the SECOND PARTY has until End-of-Business Day ("EOD"), within which to transfer to LGU BACoor the corresponding profit share for the period covered in the Accounting Document.

Section 5. In case of discrepancies, questions, or clarification on the Accounting Document, LGU BACoor must immediately communicate the same to the SECOND PARTY. Thereafter, the SECOND PARTY has three (3) days from receipt thereof to explain, clarify, and correct such discrepancy. If needed, a new Accounting Document for such date shall be released, and the process stated in this Article shall be followed.

Section 5. Once both Parties settle the explanation, clarification, and correction, the SECOND PARTY has two (2) working days to transfer the profit share due to LGU BACoor.

Section 6. For purposes of Accounting, LGU BACoor may require additional documents, and the SECOND PARTY undertakes to submit such

documents to the LGU BACCOOR. Further, the SECOND PARTY undertakes that it will allow the LGU BACCOOR or its authorized representative to access and review the book of accounts related to the operations of the Primary Health Care Unit.

ARTICLE VIII REPORTING

Section 1. Apart from the Accounting Document and other accounting reports that LGU BACCOOR may require from the SECOND PARTY, the latter shall submit monthly reports on the status operations of the Primary Health Care Unit in BLDRB.

Section 2. LGU BACCOOR shall have the right to inspect and audit all financial records kept by the SECOND PARTY in relation to the Primary Health Care Unit in BLDRB at any time during and after the implementation of the project. The SECOND PARTY shall make all records available upon demand thereof by LGU BACCOOR.

ARTICLE IX PERIOD AND TERMINATION

Section 1. This Agreement shall commence upon execution and shall be valid for fifteen (15) years unless otherwise sooner terminated based on the provisions of this Agreement and applicable laws. If not sooner terminated, this agreement shall automatically renew at the end of the initial term and shall thereafter continue for a 5-year period.

Section 2. This Agreement may be terminated based on the following conditions:

- a. Mutual agreement
- b. Material breach
- c. Fraud, misrepresentation, negligence by one Party
- d. Second Party is declared insolvent
- e. Substantial destruction of or material damage to the BLDRB due to force majeure that renders BLDRB unfit for the purpose of this Agreement
- f. Any similar causes

Section 3. Nothing in this Agreement prevents the Innocent Party from seeking redress to recover losses incurred due to the actions, omissions, and/or negligence of the Guilty Party.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 1. Repairs and maintenance costs arising from the normal wear and tear of usage, including maintenance of water, electrical, and sewage systems, shall be for the sole account of the SECOND PARTY. Repairs and maintenance

arising from the structural or hidden defects of the BLDRB shall be for the account of LGU BACCOOR. The SECOND PARTY shall not start nor proceed with any major repair work, demolition, or renovation, particularly works or repairs of electrical, plumbing, painting, or any case introduce new permanent improvements, alterations, or fixtures thereon, without the written consent of LGU BACCOOR.

Section 2. This Agreement contains the full and complete agreement among the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This Agreement may only be amended upon the written mutual agreement of the Parties. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the LGU BACCOOR. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

Section 3. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

Section 4. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.

Section 5. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors-in-interest and assigns.

Section 6. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

Section 7. The relationship of the Parties under and in relation to this Agreement shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

Section 8. The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of

any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

Section 9. No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this Agreement, a "Force Majeure Event" shall include, but not be limited to: (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government's, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site on which the Project will be located. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement be continued or mutually terminated.

Section 10. The Parties also agree that both shall exert utmost effort in settling any dispute amicably and peacefully. Any conflict or dispute arising out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute, and proposing a schedule for the amicable settlement thereof. In the event that the parties are unable to settle the dispute amicably and resort to any judicial relief be made to enforce any of the Parties' rights and/or the terms and conditions of the Agreement, the Aggrieved Party shall be entitled to recover ATTORNEY'S FEES from the Defaulting Party in the amount equivalent to TWENTY-FIVE PERCENT (25%) of the amount claimed in addition to the Cost of Suit and other litigation expenses, which the law and the court may deem reasonable to award.

Section 11. If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

Section 12. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into.

Section 13. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, the parties hereunto affixed their hands in signature together with their instrumental witnesses this ____ day of _____ 20____, in the City of Bacoor, Province of Cavite.

CITY GOVERNMENT OF BACOOR

By:

Hon. STRIKE B. REVILLA

City Mayor

City Resolution No. ____

Series of ____

MEDIXCARE MANAGEMENT JNCO MEDICAL ENTERPRISES, INC
HEALTH SOLUTIONS, INC. By:

By:

PHILIP V. LIM
CEO

KRISTOFER JAN NICOLO G.
MANLAPIG
COO

SIGNED IN THE PRESENCE OF:

**ATTY. AIMEE TORREFRANCA-
NERI**

City Administrator

Office of the City Administrator

RANIEL JOSH ESGUERRA

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 _____ 202__, personally appeared the following persons:

NAME	ID	ID NUMBER / PLACE OF ISSUANCE	VALIDITY
HON. STRIKE B. REVILLA			
PHILIP V. LIM			
KRISTOFER JAN NICOLO G. MANLAPIG			

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 they represent. The foregoing Agreement consisting of _____ () pages, including this page where the acknowledgment appears, has been signed by the parties and their instrumental witnesses on each page hereof.

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

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