

01/20/2025

CGBCR-SPBac-03-F02.02



Vacation Leave \
HON. CATHERINE SARING EVARISTO City Councillor

HON MICHAELE, SOLIS City Councilor

HON. ADRIELITO G. GAWARAN City Councilor

HON, RAMON N. BAUTISTA City Councilor

HON, ALEJANDRO F. GUTTERREZ City Councilor

HON, EFVY M. TELA City Councilor

DISTRICT II

arach HON, ROBERTO L. ADVINCULA City Councilor

HON, REYNALDO D. PALABRICA City Councilor-

HON, REYNALDO M. FABIAN City Councilor

988.02 HON, ROGELIO M. NOLASCO

City Councilor On-Leave

HON. ALDE JOSELITO F. PAGULAYAN-City Countilpr

Jones HON. SIMPLICIO G. DOMINGUEZ

City Councilors

HON, RANDY C. FRANCISCO Liga ng mga Barangay Vice-President e Cap

HON, PALM ANGEL S. BUNCIO SK Federation President

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

Attested by:

HOM: REYNALDO D. PALABRICA

Acting Presiding Officer

Noted by HON MICHAEL E. SOLIS





CITY RESOLUTION NO. 2025-730 Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH HEALTHWEALTH MEDICAL SPECIALIST COMPANY RELATIVE TO THE IMPLEMENTATION OF THE MEDICAL SERVICES PROGRAM OF THE CITY GOVERNMENT.

Sponsored by:

Hon. Levy M. Tela

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, and Hon. Rogelio M. Nolasco.

WHEREAS, on 13 June 2025, the Sangguniang Panlungsod received an endorsement letter from the Office of the Acting City Mayor requesting the City Council to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement (MOA) on behalf of the City Government of Bacoor with Healthwealth Medical Specialist, Co.

WHEREAS, Section 16 of Republic Act No. 7160 (the "Local Government Code of 1991") empowered local governments to ensure and support within their respective territorial jurisdictions, the promotion of public health and the general welfare among other things.

WHEREAS, various indigent residents of the City of Bacoor have requested the City Government of Bacoor for financial and medical assistance.

WHEREAS, the City Government of Bacoor desires to extend its medical services to indigent city residents as well as to public school employees and local government employees.

WHEREAS. Healthwealth has suitable field hospital operations needed to accomplish the city government's needs for its medical services program.

WHEREAS, a draft Memorandum of Agreement was submitted by the Office of the Acting City Mayor to the



Republic of the Philippines Province of Cavite CITY OF BACOOR



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DISTRICT I

Vacation Leave \
HON. CATHERINE SARPHO-EVARISTO City Councilor,

HON. MICHAEL E. SOLIS City Councilor

HON, ADRIELITO G. GAWARAN City Councilor

HON. RAMON N. BAUTISTA City Councilor

HON. ALEJANDRO F GUTIERREZ City Councillor

HON: LEVY M. TELA City Councilor

DISTRICT II

arail HON. ROBERTO L. ADVINCULA City Councilor

HON. REYNALDO D. PALABRICA City Councilor

HON, REYNALDO M. FABIAN City Coungilor

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HON ROGELIO M. NOLASCO City Councilor

On-Leave

HON, ALDE JOSELITO F. PAGULAYAN City Configilor

one HON. SIMPLICIO 6. DOMINGUEZ City Counciles

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

HON. PALM ANGEL S. BUNCIO SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR. Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA

Acting Presiding Officer

Noted by: HON. MICHAEL E. SOLIS

Acting City Mayor

Office of the Sangguniang Panlungsod

Sangguniang Panlungsod for review and consideration. The proposed MOA is incorporated hereto and will be made a part of this Resolution as Annex "A".

NOW, THEREFORE, upon motion of Hon. Levy M. Tela duly seconded by the Body in hybrid session duly assembled, BE IT RESOLVED AS IT IS HEREBY RESOLVED by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement for and on behalf of the City Government of Bacoor with the Medical Specialist Company.

RESOLVED, FINALLY to furnish the Office of the City Mayor, Healthwealth Medical Specialist Co., and various government offices concerned with a copy of this Resolution.

UNANIMOUSLY APPROVED this 16th day of June 2025 at the City of Bacoor during the hybrid session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was approved and that the contents hereof are true and correct.

Certified by:

HON. REY/NALDO D. PALABRICA Acting Presiding Officer

Attested by:

ATTY, KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Noted by:

HON. MICHAEL E. SOLIS

Acting City Mayor!

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this _____ day of ______, 2025 (the "Effective Date") in the City of Baccor, Province of Cavite, by and between:

The CITY GOVERNMENT OF BACOOR, a local government unit created 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 2025, approved by the City Council of Bacoor dated ______, and hereinafter referred to as the "LGU BACOOR"

and

The HEALTHWEALTH MEDICAL SPECIALIST CO., a corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at GF Unit 106 Retail 3 Bldg., The Square, Lancaster New City Imus, Province of Cavile, represented by its Managing Head, JENNIFER R. ARANZADO, and hereinafter referred to as the "HEALTHWEALTH"

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

WITNESSETH:

WHEREAS, Article III, Section 6, paragraph 4 of Republic Act (R.A.) No. 10160, or the "Charter of the City of Baccor," 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;

WHEREAS, the LGU BACOOR desires to extend medical services to its indigent residents, as well as to public school employees and local government employees, and as such suitable field hospital operations are required for such purpose;

WHEREAS, HEALTHWEALTH has suitable field hospital operations needed to accomplish the LGU BACOOR's needs for its medical services program.

and it has intimated to HEALTHWEALTH that it is willing and able to render such medical services to patients referred by the LGU BACOOR at the latter's expense;

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.

GUARANTEE LETTER (GL). All patients referred by the LGU BACOOR to HEALTHWEALTH as service patients under the City of Bacoor Hospitalization Program (CBHP) of the Office of the City Mayor must undergo intake interview and assessment from the Office of the Social Welfare and Development (CSWD) before the approval and issuance of GUARANTEE LETTER (GL) bearing the signature of the City Mayor of Bacoor. No interview, no GL. If no GL is presented, HEALTHWEALTH shall not consider the service patient to be covered by the CBHP. The existing GL pro forms will be used by the LGU BACOOR under this Agreement. The GLs shall be valid for a period of fourteen (14) days only from date of issue as appearing thereon.

The GL shall be deemed to be an acknowledgment by the LGU BACOOR of its obligation to pay for costs, charges, expenses, and fees incurred by HEALTHWEALTH in the treatment of the service patient. A billing statement under the GL shall be submitted by HEALTHWEALTH to LGU BACOOR every end of the month, payable within thirty (30) days from receipt of such statement provided with the complete requirements of the client. The LGU BACOOR shall review the billing statement within fifteen (15) days from receipt from HEALTHWEALTH. Should HEALTHWEALTH receive 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 HEALTHWEALTH. The HEALTHWEALTH shall only charge the actual cost of medical services provided to the service patient.

SECTION 2.

MEDICAL SERVICES. The rates of the services under this Agreement shall be specified in a list of service inclusion and package indicated in Annex "A" of HEALTHWEALTH, a copy of which is attached hereto.

SECTION 3.

SERVICE PATIENTS. The LGU BACOOR shall provide HEALTHWEALTH a maximum of fifty (50) patients per medical service program. For budgetary concerns, any service patients in excess of fifty (50) may be given a medical service subject to the approval of both Parties.

The expenses incurred in relation to this paragraph and in Section 1 of this Agreement shall be for the expense of the LGU BACOOR.

SECTION 4.

BUDGET ALLOCATION. The LGU BACOOR shall allocate from its funds a specific budget to be used for payment of its obligations to HEALTHWEALTH under this Agreement, subject to existing laws, rules, and ordinances. HEALTHWEALTH shall allow the

LGU BACOOR the payment in cash, check, or online payment in settling the obligations of the latter.

SECTION 5.

TERM AND TERMINATION. Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on <u>JUNE 30, 2026</u>. This Agreement may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this Agreement without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this Section shall be based only on valid and equitable grounds.

Should either Party commit a material breach under this Agreement or commit a material breach of any other terms and conditions of this Agreement; or unjustifiably refuse or fail 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 breach and the Party in breach has failed to cure such breach or perform its obligations.

SECTION 6. MISCELLANEOUS PROVISIONS.

- A. ENTIRE AGREEMENT AND INTEGRATION. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- B. 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.
- C. GOOD FAITH. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- D. NON-EXCLUSIVITY. Both Parties agree that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with the other Party that offers similar or analogous services.
- E. ASSIGNMENT. Either Party is strictly prohibited from assigning this Agreement, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this Agreement without the written consent of the other Party to any successor by way

of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by, all of the obligations of the assigning Party under this Agreement. No assignment, with or without such consent, will relieve either Party from its obligations under this Agreement.

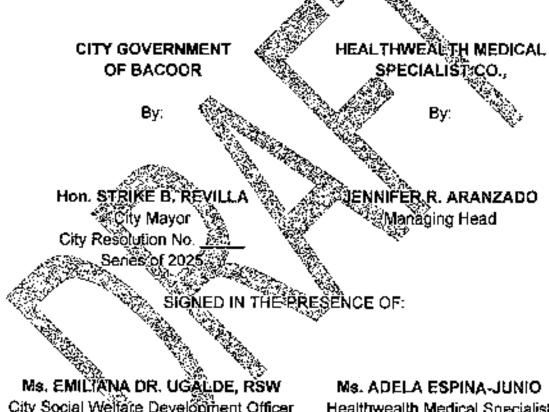
- F. B!NDING EFFECT. The covenants and conditions contained in this Agreement shall apply to and bind the Parties, as well as their successors and permitted assigns.
- G. GOVERNING LAW and VENUE OF SUITS. This Agreement shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action, arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Baccoop City to the exclusion of all other venues.
- H. CUMULATIVE RIGHTS. The Parties rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise provided by law.
- I. WAIVER The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Rarty's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

HEADINGS. The titles to the provisions in this Agreement are for convenience or reference only and shall not in any way affect the interpretation thereof.

- SEVERABILITY. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- L. AMENDMENTS. 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 by the authorized representatives of the contracted Parties with full corporate power vested in 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.

- NOTICE. 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 addresses outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.
- COUNTERPARTS SIGNING. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties in rough their authorized representatives, have executed this Agreement as of the date and at the place set forth above.



City Social Welfare Development Officer Office of Social Welfare and Development

Healthwealth Medical Specialist Co..

Doc. No. Page No. Book No. Series of 2025.

ACKNOWLEDGMENT

Republic of the Philippines)	
City of Baccor, Province of Cavile) S.S.	

BEFORE ME, a Notary Public, this ___ day of ______ 2025, personally appeared the following:

Name	Competent Evidence of Identity/ Number	Date and Place Issued
HON, STRIKE B. REVILLA		
JENNIFER R. ARANZADO		

Known to me, and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary. act and deed as well as those of the corporation and instrumentality if the Government herein represented.

The foregoing Memorandum of Agreement consisting of seven (7) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses on each and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, I have hereunto set my hand the day, year, and place above written.

Notary Public

Ms. ADELA ESPINA JUNIO Healthwealth Modical Specialist Co.

ANNEX A LIST OF SERVICE INCLUSIONS AND PACKAGE

Nem Description	Nos. of Service Patients	Costs
MANDATORY SERVICES	.	
 Vital signs (Blood Pressure, Oxygen Level, Temperature, Weight, Heart Rate) 		
2. Urinalysis	ł	i
3. Uric Acid	i i	
Fasting Blood Sugar / Random Blood Sugar		
5. Cholesterol		ļ
Medicine/Vitamins		Ī
7. CBC		
8. Doctor Consultation and Health	1 1. 1.	
pass for follow-up check-up		
9. Data Analytics and Patient Record	·	
AS NEEDED		
Uric Acid	Maximum of Fifty	.`
X-Ray	(50) service	_ Three
Ultrasound	patients per	Thousand
HBA1C	activity, subject to	Pesos
ECG	Section 3,	(PHP3,000.00)
BUN	paragraph 2 of	
Fecalysis	this Agreement.	
Creatinine		
Triglycerides].	
ALT]	
AST	·	
Sodium) <i>,</i>	
Potassium] ', '	
Lipid Profile	·	
INCLUSIONS		
Logistics/Transportation]	
Manpower]	
Venue Inspection]	
Coordination		
EMR and Electronic Records		