



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

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HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

Approved by:

HON. ROWEN BAUTISTA-MENDIOLA

Acting City Mayor



CITY RESOLUTION NO. 2025-741

Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH VARIOUS HOSPITALS PERTAINING IN THE IMPLEMENTATION OF THE CITY OF BACOR HOSPITALIZATION PROGRAM.

Sponsored by:

Hon. Reynaldo D. Palabrica

Co - Sponsored by:

Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, and Hon. Levy M. Tela.

WHEREAS, numerous indigent residents of the City of Bacoor have requested the City Government of Bacoor for assistance in relation to their medical problems and treatment.

WHEREAS, the City Government of Bacoor desires to extend free medical services to the said residents as well as to public school teachers, non-teaching personnel and its local government employees in partnership with the private healthcare industry.

WHEREAS, the following hospitals have suitable facilities necessary for the accomplishment of the City of Bacoor's Hospitalization Program and have manifested their willingness to render medical services to the patients referred by the City Government of Bacoor:

No.	HOSPITAL
1	Bacoor Doctors Medical Center
2	Binakayan Hospital and Medical Center
3	Cavite East Asia Medical Center, Inc. (Formerly SAMC)
4	De La Salle Medical and Health Sciences Institute
5	E. Zarate Hospital
6	Foundation of Our Lady of Peace Mission, Inc.
7	Inter Medical Unified System, Inc. (Medical Center Imus)
8	Metro South Medical Center (South Hill Meical



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HON. ROWENA BAUTISTA-MENDIOLA

Acting City Mayor



	Specialists, Inc.
9	Molino Doctors Hospital
10	South City Hospital and Medical Center;
11	South Imus Specialist Hospital Inc.
12	St. Dominic Medical Center
13	University of Perpetual Health Delta Medical Center, Inc.
14	YR-St. Michael Medical Hospital, Inc.

WHEREAS, a draft Memorandum of Agreement was sent by the Office of the City Mayor to the 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 unanimously seconded by all the councilors present in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the afore-mentioned hospitals, as part of the Bacoor City's Hospitalization Program.

RESOLVED LASTLY, to furnish the Office of the City Mayor, afore-mentioned hospitals, the CSWD and other government agencies concerned with copies of this resolution.

UNANIMOUSLY ADOPTED this 14th day of July 2025 at the City of Bacoor during the 2nd regular session of the 6th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.

Certified by:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor



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City Councillor

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA

Acting City Mayor

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HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor



Approved by:

HON. ROWENA BAUTISTA-MENDIOLA

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 Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACCOOR**, 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 the "**LGU BACCOOR**"

and

The _____, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at _____, represented by its _____, and hereinafter referred to as the "**SECOND PARTY**"

The term "Party" shall mean the **FIRST PARTY** or the **SECOND PARTY**, if applicable, while the term "Parties" shall mean the **FIRST PARTY** and the **SECOND PARTY**, collectively.

WITNESSETH:

WHEREAS, under the Republic Act (R.A.) 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 among others;

WHEREAS, the numerous indigent residents of the City of Bacoor have requested the **FIRST PARTY** for assistance in relation to their medical problems and conditions;

WHEREAS, the **FIRST PARTY** desires to extend free medical services to its indigent residents, as well as to public school employees and local government employees, and as such, suitable hospital facilities are required for such purpose;

WHEREAS, the **SECOND PARTY** has suitable facilities needed to accomplish the **FIRST PARTY**'s needs for its free medical services program, and it has intimated to the **FIRST PARTY** that it is willing and able to render such medical services to patients referred by the **FIRST PARTY** at the latter's expense;

WHEREAS, the SECOND PARTY, duly accredited by Philhealth, is one of the referral hospitals of the FIRST PARTY;

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 FIRST PARTY to the SECOND PARTY 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 a GUARANTEE LETTER (GL) bearing the signature of the City Mayor of Bacoor. NO INTERVIEW, NO GL. Should the service patient fail to present a GL, the SECOND PARTY shall not consider the service patient to be covered by the CBHP. The existing GL pro-forma will be used by the FIRST PARTY under this Agreement. The GLs shall be valid for a period of one (1) month only from the date of issue as appearing thereon.

The GL shall be deemed to be an acknowledgment by the FIRST PARTY of its obligation to pay for costs, charges, expenses, and fees incurred by the SECOND PARTY in the treatment of the service patient from his admission to discharge.

A billing statement under the GL shall be submitted by the SECOND PARTY to the FIRST PARTY at the end of every month, payable within thirty (30) days from receipt of such statement, provided with the complete requirements of the client.

The FIRST PARTY shall review the billing statement within fifteen (15) days from receipt from the SECOND PARTY. Should the SECOND PARTY 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 the SECOND PARTY.

Should the amount of the hospitalization fee exceed the amount stated in the GL, the service patient shall solely be held liable and accountable to pay the amount to the SECOND PARTY. The SECOND PARTY or any of its heirs, executors, administrators, and assigns shall protect, defend and hold the FIRST PARTY free and harmless from and against any and all actions, claims, losses, damages, and expenses arising from the patient's inability to pay or settle the hospitalization fee in excess of the GL.

SECTION 2. TREATMENT OF PATIENTS. Upon initial assessment, the SECOND PARTY shall evaluate the patient's condition and provide an estimate of costs, charges, expenses, and fees that may be incurred in the treatment of the patient who will be applying for coverage under the CBHP. This estimate shall be submitted to the Office of the City Mayor for application for coverage in the CBHP. The FIRST PARTY may issue a valid GL, which will be submitted by the service patient to the SECOND PARTY for provision of the necessary and appropriate treatment, medical

attention, and services. Admission under this program/agreement shall be limited strictly to Service Ward facilities of the SECOND PARTY.

In case the costs, charges, and fees are in excess of the amount covered by the GL, the service patient shall no longer apply for additional coverage with the FIRST PARTY, as it may only be availed once.

The SECOND PARTY shall not demand from the service patient bearing a valid GL any deposit or upfront payment as a precondition for admission, treatment, or discharge. Nor shall it refuse admission by reason of the amount in the GL being deemed as insufficient to cover the patient's complete treatment.

SECTION 3. TREATMENT OF EMERGENCY PATIENTS. In case of emergency, the SECOND PARTY shall treat and provide emergency medical treatment to a patient in accordance with applicable laws and regulations. The SECOND PARTY may inform the patient regarding the CBHP and may advise the patient or his family to apply for coverage. The application may also be submitted by the nearest of kin or a patient's family member to the FIRST PARTY on behalf of the patient, and the latter is given the next working day, or official twenty-four (24) hours within which to approve or deny such application for GL. Should the application submitted by SECOND PARTY on behalf of the emergency patient remain unacted upon by the FIRST PARTY after the said period shall have lapsed, it cannot be deemed approved, but the patient or his family will have to make a personal follow-up with the FIRST PARTY or file another application. No GL will be issued without a prior personal interview with the patient or his family for intake of the patient's profile.

The SECOND PARTY shall accommodate emergency calls from the FIRST PARTY's centers for the protection and welfare of children and youth, such as the Girls Home, Shelter for Boys, Strike Home Care for the Elders and Halfway House at any time of the day. Rescued clients, curfew violators, and special clients in need of medical attention should also be accommodated.

The SECOND PARTY shall also accommodate emergency calls and text messages from the FIRST PARTY's authorized personnel or from its Social Welfare Development Officer, within twenty-four hours, for a service client that is in need of urgent medical attention.

SECTION 4. MEDICAL SERVICES. The rates of professional services of medical practitioners under this Agreement shall be specified in a List of resident physicians, consultants, specialists, nurses, and other personnel of the SECOND PARTY.

SECTION 5. PSYCHOLOGICAL OR PSYCHIATRIC SERVICES. In case of calamities or disaster, whenever necessary, the health professional who finds that the internally displaced person (IDP)

requires psychological assistance, the same may be referred to the SECOND PARTY, if the Psychological Department is available.

SECTION 6. VISITATION OF PATIENTS. The FIRST PARTY may visit service patients covered by the program during designated visitation hours for the purpose of monitoring the medical conditions of service patients. The representatives of FIRST PARTY may coordinate this visit with the Office of the Deputy Director for Health Operations, subject to existing laws, rules, and hospital regulations on visitation and/or copying or disposition of records. Expenses incurred in relation to this paragraph shall be for the expense of the FIRST PARTY.

SECTION 7. MEDICAL BENEFITS. The SECOND PARTY shall deduct the applicable Philhealth Employees' compensation and other government-mandated medical benefits from the billing statement of a service patient. The SECOND PARTY shall be responsible for ensuring that all requirements for the availment of these benefits are duly accomplished and submitted by the patient prior to his discharge.

The SECOND PARTY shall remit to the FIRST PARTY any compensable charges paid or reimbursed by the PHILHEALTH in excess of the amount deducted by the SECOND PARTY from the account of the patient within thirty (30) days from receipt of payment from Philhealth. Should Philhealth remittance be less than the amount deducted by the SECOND PARTY, the discrepancy shall be included in the monthly billing statement of the SECOND PARTY to the FIRST PARTY.

SECTION 8. ADDITIONAL SERVICES. The SECOND PARTY shall conduct, free of charge, an annual minor surgical-medical mission in an area designated by the FIRST PARTY.

SECTION 9. BUDGET ALLOCATION. The FIRST PARTY shall allocate from its funds a specific budget to be used for payment of its obligations to the SECOND PARTY under this Agreement, subject to existing laws, rules, and ordinances. The SECOND PARTY shall allow the FIRST PARTY to make payment in cash, check, or online payment to settle the obligations of the latter;

SECTION 10. 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 JUNE 30, 2028. 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 11. 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. BINDING 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 Bacoor 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 Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- J. 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.
- K. 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 the 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.
- M. 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.
- N. 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, through their authorized representatives, have executed this Agreement as of the date and at the place set forth above.

**CITY GOVERNMENT
OF BACOR**

By:

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2025

SIGNED IN THE PRESENCE OF:

Ms. EMILIANA DR. UGALDE, RSW
City Social Welfare Development Officer
Office of Social Welfare and Development

Dr. IVY MARIE C. YRASTORZA
City Health Officer
Office of the City Health Services

ACKNOWLEDGMENT

Republic of the Philippines)
City of Bacoor, Province of Cavite) 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		

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 _____ () 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 this day, year, and place above written.

Notary Public:

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