



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



**CITY RESOLUTION NO. 2026-1105
SERIES OF 2026**

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
City Councilor

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. REYNALDO D. PALABRICA
Acting Presiding Officer

A CITY RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND LAS PIÑAS GENERAL HOSPITAL AND SATELLITE TRAUMA CENTER.

Sponsored by:

Hon. Reynaldo D. Palabrica

Co-Sponsored by:

Hon. Catherine Sarino-Evaristo, Hon. Manolo S. Galvez, Jr., Hon. Rogelio M. Nolasco, Hon. Levy M. Tela and Hon. Ricardo F. Ugalde.

WHEREAS, on 29 August 2026, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with Las Piñas General Hospital and Satellite Trauma Center (LPGH & STC) with regard the affiliation arrangement to facilitate the rotation of its medical residents and post-graduate interns in Rural Health Units in the City of Bacoor thus enabling them to acquire comprehensive clinical experience and community based exposure essential to their professional training and competency development.

WHEREAS, the proposed partnership for the affiliation of medical residents and post-graduate interns from LPGH & STC with health centers of the City of Bacoor is intended to establish a systematic and coordinated working relationship designed to enhance the efficiency and effectiveness of their respective institutions in training, education and healthcare service delivery for the benefit and welfare of the general public.

WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for its review and consideration. The proposed agreement is hereby deemed incorporated into and made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Reynaldo D. Palabrica unanimously seconded by the rest of the council present in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize Honorable Mayor Strike B. Revilla to sign the proposed MOA with LPGH & STC on behalf of the City Government of Bacoor regarding the training of medical



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residents and post-graduate interns subject to the rules and regulations and supervision of the Office of the City Health Services.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the officials of the LPGH & STC, Office of the City Health Services and all concerned government offices with copies of this resolution.

APPROVED unanimously this 21st day of September 2026 at the City of Bacoor, Cavite by the 6th Sangguniang Panlungsod.

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

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Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

MEMORANDUM OF AGREEMENT

KNOWN TO ALL MEN BY THESE PRESENT:

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

The **CITY GOVERNMENT OF BACOR**, 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 under City Resolution No. _____, Series of _____¹, approved by the Sangguniang Panlungsod dated _____, and hereinafter referred to as the "**LGU BACOR**"

and

LAS PIÑAS GENERAL HOSPITAL AND SATELLITE TRAUMA CENTER, a Department of Health (DOH) Retained Level III General Hospital, with its principal business address at P. Diego Cera, Bernabe Compound, Pulang Lupa Uno, Las Piñas City, represented herein by its Medical Center Chief II, **MINERVA S. SAWI, MD, FPAFP, MMHoA**, duly authorized for this purpose, and hereinafter referred to as "**LPGH&STC**"

The term "Party" shall refer to either the LGU BACOR or LPGH&STC, as applicable, while the term "Parties" shall collectively refer to LGU BACOR and LPGH&STC.

WITNESSETH THAT:

WHEREAS, the LPGH&STC is a Department of Health (DOH) retained Level III Hospital, duly recognized as a teaching and training hospital, and licensed to deliver comprehensive and optimum medical services to the public;

WHEREAS, the LGU BACOR, through its Office of the City Health Services, is mandated to promote, protect, and sustain public health and welfare, and actively collaborates with national and regional health institutions to enhance the delivery of accessible and quality healthcare services within its jurisdiction;

WHEREAS, both the LPGH&STC and LGU BACOR share a common commitment to strengthen healthcare service delivery, capacity-building, and medical training initiatives, through mutual cooperation, resource sharing, and institutional partnership, in pursuit of improved health outcomes for the residents of Bacoor and neighboring communities;

¹ A copy of City Resolution No. _____, Series of _____, is attached and marked herein as Annex "A"

WHEREAS, LPGH&STC maintains duly accredited residency training programs in Family and Community Medicine, Internal Medicine, Obstetrics and Gynecology, Pediatrics and Surgery, as well as an Association of Philippine Medical Colleges, Inc. (APMC)-accredited Post-Graduate Internship Training Program;

WHEREAS, LPGH&STC seeks an affiliation arrangement to facilitate the rotation of its medical residents and post-graduate interns, thereby enabling them to acquire comprehensive clinical experience and community-based exposure essential to their professional training and competency development;

WHEREAS, both Parties have deemed it practicable and mutually advantageous to establish a systematic and coordinated working relationship designed to enhance the efficiency and effectiveness of their respective institutions in training, education, and healthcare service delivery, for the benefit and welfare of the general public;

WHEREAS, the LGU BACOR expresses its willingness to accept the medical residents and post-graduate interns of the LPGH&STC, subject to the rules, regulations, and supervision of the Office of the City Health Services, to enable them to participate in the City's primary health care programs and gain practical experience and community exposure within its Rural Health Units (RHUs);

WHEREAS, at the conclusion of the rotation, the medical residents and post-graduate interns shall be expected to:

- A. Strengthen community awareness and participation in local health initiatives;
- B. Organize a coordinated and unified approach in the planning and implementation of community health programs;
- C. Monitor, evaluate, and contribute to the continuous improvement of primary health care delivery, particularly for the underserved and vulnerable populations; and
- D. Actively participate in the activities, projects, and programs of the LGU BACOR, through its Office of the City Health Services, in the fields of Community Medicine and Public Health, thereby gaining practical experience and meaningful exposure, especially for postgraduate interns.

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein set forth, the Parties hereto do hereby agree as follows:

ARTICLE I AFFILIATION

SECTION 1. Subject to the terms and conditions set forth herein, the LGU BACOR, through its Office of the City Health Services, as far as practicable, will allow the medical residents and post-graduate interns of the LPGH&STC to participate in the activities, projects, and programs of LGU BACOR in the fields of Community Medicine and Public Health.

The affiliation established under this Agreement shall be purely for purposes of cooperation and collaboration, aiming at providing future physicians with practical training and community-based exposure in

primary health care and public health practice, thereby enhancing their competencies and professional development in accordance with applicable laws, rules, and regulations.

SECTION 2. The Parties shall jointly develop and implement a structured training and rotation program for the medical residents and post-graduate interns of the LPGH&STC, enabling them to observe, assist, and actively participate in the activities, projects, and programs of the LGU BACOR that promote the theory and practice of Community Medicine and Public Health.

The program shall be designed to provide practical experience and meaningful exposure, fostering competence, professional growth, and social accountability among participants through a supervised immersion in the City's primary health care services and community-based health initiatives.

SECTION 3. *Each medical resident of LPGH&STC shall undergo a rotation period of four (4) weeks, while each post-graduate intern of LPGH&STC shall complete a rotation period of eight (8) weeks, in accordance with the policies, standards, and guidelines prescribed under the CHED-DOH Joint Administrative Order No. 2013- 0034 on affiliation and training. Such rotation periods shall be deemed mandatory and non-extendable, unless otherwise approved in writing by both parties, and shall be conducted under the supervision of a duly designated Clinical Coordinator and subject to the rules and regulations of the Office of the City Health Services.*

ARTICLE II DUTIES AND RESPONSIBILITIES

SECTION 4. DUTIES AND RESPONSIBILITIES OF THE LGU BACOR, THROUGH ITS OFFICE OF THE CITY HEALTH SERVICES (OCHS).

- A. The OCHS, based on its assessment and discretion, shall permit the LPGH&STC medical residents and post-graduate interns to utilize such facilities, equipment, and resources as may be deemed necessary and beneficial to the effective conduct of their rotation, subject to availability, safety protocols, and compliance with existing rules and regulations.
- B. The OCHS shall recommend the appropriate number of affiliates and designate a place of assignment where medical residents and post-graduate interns may obtain effective and practical training in the fields of Community Medicine and Public Health, ensuring that such assignments are aligned with the capacity of the health units, the needs of the community, and the objectives of the affiliation program.
- C. The OCHS, based on its assessment and discretion, shall require all LPGH&STC medical residents and post-graduate interns to wear the prescribed uniforms or attire appropriate to their assigned training placement, and to sign attendance sheets, accomplish the required forms, submit periodic reports, and perform such other duties and responsibilities as the OCHS may reasonably determine. These requirements shall be imposed to

ensure the proper and effective monitoring of attendance, behavior, and performance, and to secure the efficient and orderly implementation of the affiliation program in accordance with the applicable institutional policies, professional standards, and community health objectives.

- D. The OCHS shall supervise the activities assigned to LGPH&STC medical residents and postgraduate interns by providing the necessary information, orientation, and guidance on the undertakings to be performed. The medical residents and post-graduate interns shall be reminded to discuss their proposed management plans with the designated health center physicians and to obtain prior clearance before implementing any activity. The OCHS shall further remind the medical residents and post-graduate interns that its personnel shall not be held liable for any personal injury, including death, or property damage sustained or caused by any medical residents and post-graduate interns who act solely on their own discretion, without the knowledge or authorization of the supervising health center physician.
- E. The OCHS shall make available qualified health center staff to support the efficient and orderly implementation of the training program designed by LPGH&STC. Such staff shall provide technical assistance, guidance, and operational support to the medical residents and post-graduate interns during their rotation, ensuring that the program is carried out in accordance with the approved curriculum, institutional policies, and community health objectives. The deployment of health center staff shall remain subject to service exigencies, availability of personnel, and the overall capacity of the health units, without prejudice to the primary mandate of the OCHS to deliver essential health services to the public.
- F. The OCHS shall evaluate the performance of the LPGH&STC medical residents and post-graduate interns during their rotation, utilizing standardized evaluation tools, attendance records, and performance reports prescribed or mutually agreed upon by both parties. The results of such evaluation shall be documented in writing and formally submitted to the LPGH & STC within thirty (30) calendar days after completion of the rotation. The evaluation shall cover, among others, the professional conduct, attendance, compliance with health center protocols, and quality of participation in assigned activities, and shall serve as the basis for LPGH&STC's own assessment of the medical residents and postgraduate interns.
- G. The OCHS, based on its assessment and discretion, may cancel or terminate the rotation of any medical residents and post-graduate interns who fail to comply with the affiliation requirements, institutional policies, or the rules and regulations duly set forth by the OCHS. Such cancellation shall be effected after due notice and documentation of the grounds for non-compliance, and shall be immediately communicated to LPGH & STC for appropriate action. The authority to cancel rotations shall be exercised to uphold the integrity of the program, safeguard patient welfare, and maintain professional discipline within the health centers.

SECTION 5. DUTIES AND RESPONSIBILITIES OF THE LPGH&STC.

- A. LPGH&STC shall designate a Department Coordinator for medical residents and post-graduate interns who shall serve as the official liaison with the OCHS. The Department Coordinator shall be responsible for the overall supervision, coordination, and monitoring of the Residents and Interns during their rotation, including the endorsement of training schedules, facilitation of communication with OCHS, and consolidation of reports and evaluations. The Department Coordinator shall likewise ensure that all medical residents and post-graduate interns comply with the affiliation requirements, institutional policies, and professional standards governing the program.
- B. LPGH&STC shall ensure that all medical residents and post-graduate interns are theoretically knowledgeable and adequately prepared to perform their related learning experiences prior to the commencement of any field practice or activity assigned by the OCHS. For this purpose, the LPGH&STC shall conduct a mandatory one-day orientation immediately before the start of such field practice or activity, covering the objectives, protocols, and expected responsibilities of the program.

Moreover, it shall be the sole responsibility of the LPGH&STC to certify that the medical residents and post-graduate interns referred for the program are physically, psychologically, and emotionally fit to undertake the tasks assigned. The OCHS shall not be held liable for any injury, including death, or damage to property sustained by the medical residents and post-graduate interns who are later determined to be unfit, or who fail to meet the required standards of fitness and preparedness.

- C. LPGH&STC shall provide OCHS with a complete and updated list of medical residents and post-graduate interns, including their names and dates of assignment. Each medical resident and post-graduate intern identified in the list shall be required to execute a written acknowledgment and undertaking stating that he or she:
 - a. Has read and understood the provisions of this Agreement;
 - b. Agrees to comply with the duties and responsibilities herein stated;
 - c. Shall hold the LGU BACOR, through its OCHS, free and harmless from any and all liabilities arising from injuries or damages caused to persons or properties while performing tasks under this Agreement;
 - d. Abides by the rules and regulations prescribed by the OCHS;
 - e. Acknowledges that no employer-employee relationship is created with the LGU BACOR, or with the OCHS; and

- f. Undertakes such other related commitments as may be reasonably required for the effective and efficient implementation of the program.
- D. Any replacement or repair of damaged property, equipment, and/or supplies belonging to the LGU BACoor shall be the personal responsibility of the medical residents and post-graduate interns if found to be at fault or negligent. LPGH&STC shall not be held liable for such losses, provided that the determination of fault or negligence shall be properly documented by the OCHS and duly communicated to LPGH & STC. The medical residents and post-graduate interns shall be required to restore or replace the affected property with items of equal specifications and quality, or otherwise settle the corresponding cost, within a reasonable period prescribed by the OCHS.
- E. LPGH&STC shall ensure that all medical residents and post-graduate interns strictly abide by the policies, rules, and regulations prescribed by the OCHS, and that professional discipline, ethical conduct, and respect for institutional protocols are manifested at all times during their rotation. The LPGH & STC shall likewise be responsible for orienting and reminding its medical residents and post-graduate interns of these obligations prior to deployment, and for taking appropriate action in cases of misconduct, breach of discipline, or violation of OCHS directives, without prejudice to any sanctions or remedies that may be imposed by the OCHS under its authority.
- F. The LPGH&STC shall ensure that all medical residents and post-graduate interns attend conferences, seminars, or similar activities as may be required by the OCHS for the proper implementation, evaluation, and continuous improvement of the affiliation program. In turn, the OCHS shall ensure that the medical residents and post-graduate interns may be temporarily excused or dismissed from their community assignments to attend conferences and/or audits by the Departments of LPGH&STC, when such activities form part of their residency and post-graduate internship evaluation requirements. Attendance at these conferences shall be considered an integral component of their training and assessment, and shall not prejudice their standing in the community rotation program.
- G. The Department Coordinator shall collect and review the reports of the medical residents' performance as formally submitted by the OCHS. Such review shall be undertaken using standardized evaluation tools and criteria mutually recognized by both institutions, and the results thereof shall be documented and consolidated for submission to the appropriate oversight body. The coordinator shall ensure that the reports reflect the residents' attendance, compliance with health center protocols, professional conduct, and quality of participation in assigned activities, thereby serving as a reliable basis for further assessment and program improvement.
- H. LPGH&STC hereby agrees and binds itself to indemnify and hold the LGU BACoor free and harmless from any injury or damage caused by any medical resident or post-graduate intern in the

performance of, or arising from, tasks undertaken pursuant to this Agreement, provided that such injury or damage is not attributable to any negligence on the part of LGU BACOR. Any act, omission, or damage resulting from the negligence of the medical residents or post-graduate interns shall be deemed their sole responsibility, and LPGH&STC shall ensure that appropriate remedies are undertaken to address and rectify such liability.

- I. LPGH&STC undertakes and warrants that all medical residents and post-graduate interns shall faithfully perform their duties and responsibilities as enumerated below, to wit:
 - a. Competently manage common diseases encountered in the community, applying appropriate clinical judgment and treatment protocols. For purposes of supervision and accountability, all post-graduate interns shall refer every patient they have attended to the Medical Officer on duty for evaluation, confirmation of findings, and appropriate disposition.
 - b. Utilize a patient-centered, family-focused, and community-oriented perspective in the delivery of health services;
 - c. Demonstrate effective communication skills during patient consultations, interactions with families, and engagement with stakeholders, including the city health officers, co-interns, health center staff, community health volunteers, and members of the community;
 - d. Conduct proper stakeholder analysis relevant to the planning, implementation, and evaluation of community-based health programs;
 - e. Apply sound research principles in the conduct of community diagnosis, monitoring, and evaluation of community-based health program outcomes;
 - f. Abide by the policies, rules, and regulations of the OCHS, and manifest professional discipline at all times; and
 - g. Attend conferences, seminars, and similar activities as may be required by the OCHS for the proper implementation, evaluation, and continuous improvement of the program.

ARTICLE III AFFILIATION FEE

- SECTION 6.** No affiliation fee or any other charges shall be imposed under this Agreement, considering that both Parties are government entities.

ARTICLE IV DATA PRIVACY CLAUSE

- SECTION 7.** The Parties expressly acknowledge and agree that all records, documents, information, data, procedures, and processes pertaining

to the business and affairs of the LGU BACoor, through the Office of the City Health Services (OCHS), including those relating to personal or sensitive personal information of its employees, patients, clients, and stakeholders, are strictly confidential and privileged.

LPGH&STC, together with its medical residents and post-graduate interns, shall not disclose, divulge, reproduce, or otherwise make available any such confidential information to any person or entity without the prior written clearance and authorization of the OCHS.

All Parties shall strictly comply with Republic Act (R.A.) No. 10173, otherwise known as the "Data Privacy Act of 2012," its implementing rules and regulations, and issuances of the National Privacy Commission, and shall adopt reasonable organizational, physical, and technical safeguards to protect the confidentiality, integrity, and availability of such information.

Disclosure may only be permitted when expressly authorized under applicable law, including Executive Order No. 02, s. 2016, or the "People's Freedom of Information in the Executive Branch," provided that such disclosure shall be limited to the minimum necessary information and shall be carried out in accordance with lawful, legitimate, and authorized purposes.

Any breach of this Section shall subject the responsible Party to administrative, civil, and/or criminal liabilities, sanctions, and penalties under applicable laws, ordinances, and regulations, without prejudice to the filing of appropriate actions before competent authorities.

SECTION 8. This confidentiality agreement shall remain in full force and effect and shall survive notwithstanding the expiration, completion, or termination of this Agreement, for any reason whatsoever.

Any unauthorized disclosure, misuse, or breach of the confidentiality obligations herein by LPGH&STC, or by any of its medical residents and post-graduate interns, shall constitute a material violation of this Agreement and shall render the responsible Party liable for administrative, civil, and criminal liabilities under applicable laws, rules, and regulations, including but not limited to the *Data Privacy Act of 2012* and relevant local ordinances.

Such breach shall likewise serve as a valid and sufficient ground for the immediate termination of this Agreement by the LGU BACoor, through the OCHS, without prejudice to the exercise of other remedies and sanctions available under law, equity, or contract.

ARTICLE V TERM AND TERMINATION

Section 9. Unless otherwise terminated as provided herein, this Agreement shall take effect on the Effective Date, remain in full force and effect, and shall automatically terminate on JUNE 30, 2029, unless renewed in accordance with the succeeding provision.

Renewal of this Agreement may be initiated by either Party through the submission of a formal written notice to the other Party at least

thirty (30) days prior to the expiration date. Such renewal shall be subject to mutual consent and shall be executed in writing by both Parties.

This Agreement may be terminated by either Party upon issuance of a formal written notice to the other Party at least thirty (30) calendar days prior to the intended termination date. Pre-termination under this Article V shall be exercised only on valid and equitable grounds, ensuring fairness and due consideration to the obligations already undertaken.

If either Party commits a material breach of this Agreement including, but not limited to, unjustifiable refusal or failure to perform any of its obligations, the aggrieved Party may terminate this Agreement:

- Effective immediately, if the breach is incapable of remedy; or
- Within thirty (30) calendar days from receipt of written notice of the breach, if the breach is capable of remedy but the Party in breach fails to cure such breach or perform its obligations within the prescribed period.

In addition to the foregoing, either Party may terminate this Agreement effective immediately upon occurrence of any of the following:

- Violation of applicable laws, rules, or regulations;
- Adverse audit findings materially affecting compliance or integrity;
- Fraud, misrepresentation, or misuse of funds; or
- Acts or omissions that compromise the public's safety, confidentiality, or the lawful implementation of the program.

ARTICLE VI OTHER MATTERS

SECTION 10. ENTIRE AGREEMENT AND INTEGRATION. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, communications, understandings, and representations, whether oral or written, made before the execution of this Agreement. No other promises, conditions, understandings, or agreements exist between the Parties regarding the subject matter herein, except as expressly set forth in this Agreement. Any amendments or modifications shall be valid only if made in writing and duly signed by both Parties.

SECTION 11. AUTHORITY. Each Party hereby represents and warrants, on its own behalf, that the individual signing this Agreement in its name and stead is duly authorized to do so, and that such execution validly binds the Party to all terms and obligations herein. Each Party further affirms that it possesses the full power, right, and authority to enter into this Agreement and to perform its respective obligations in accordance with applicable laws, rules, and regulations.

- SECTION 12. GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise utmost good faith, fairness, mutual respect, and cooperation to fulfill their shared objectives. Each Party commits to act with diligence, transparency, and integrity in the performance of its obligations, and to foster a collaborative environment that advances the common interests and intended outcomes of this Agreement.
- SECTION 13. NON-EXCLUSIVITY.** Both Parties acknowledge and agree that nothing in this Agreement shall be construed to establish exclusivity between them. Accordingly, either Party remains free to enter into agreements, collaborations, or partnerships with other entities, institutions, or organizations offering similar or analogous programs, services, or initiatives. Such engagements shall not diminish, impair, or otherwise affect the commitments and obligations undertaken under this Agreement, and the Parties shall continue to exercise good faith, cooperation, and due diligence in fulfilling their responsibilities herein.
- SECTION 14. ASSIGNMENT.** Neither Party may assign this Agreement, nor delegate the performance of any obligation or undertaking herein, to any third party without the prior written consent of the other Party. No assignment, whether consented to or not, shall relieve the assigning Party of its obligations under this Agreement, and each Party shall remain fully responsible for the performance of its commitments herein.
- SECTION 15. BINDING EFFECT.** The covenants, terms, and conditions contained in this Agreement shall be valid, enforceable, and binding upon the Parties hereto, as well as their respective successors and permitted assigns. This Agreement shall inure to the benefit of, and be enforceable by, the Parties and such successors and assigns, provided that any assignment or transfer is made in accordance with the provisions herein.
- SECTION 16. GOVERNING LAW AND VENUE OF SUITS.** This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines, without regard to any choice-of-law or conflict-of-law principles of other jurisdictions. Any dispute, controversy, action, claim, or cause of action arising out of, or in connection with, this Agreement shall be submitted to the exclusive jurisdiction of the proper courts of Las Piñas City or Bacoor City, in the Province of Cavite, Philippines, at the option of the aggrieved Party, to the exclusion of all other venues.
- SECTION 17. CUMULATIVE RIGHTS.** The rights and remedies of the Parties under this Agreement are cumulative and may be exercised concurrently or successively. Such rights and remedies shall not be construed as exclusive of one another, nor shall they limit or prejudice any other rights or remedies available to the Parties under applicable laws, rules, and regulations, unless expressly provided otherwise in this Agreement.
- SECTION 18. WAIVER.** The failure or delay of either Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision, nor shall it operate to limit or prejudice that Party's right to subsequently enforce and compel strict compliance with every term and condition

herein. Any waiver of rights or remedies under this Agreement shall be valid only if made expressly in writing and duly signed by the Party granting such waiver. No single or partial waiver shall constitute a continuing waiver of any other provision, obligation, or subsequent breach of this Agreement.

SECTION 19. HEADINGS. The titles and headings used in this Agreement are provided solely for convenience and reference. They shall not be deemed to limit, modify, or otherwise affect the interpretation, construction, or enforceability of any provision contained herein.

SECTION 20. SEVERABILITY. If any provision, term, or condition of this Agreement is declared invalid, void, or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect. If limiting or modifying the scope of such provision would render it valid and enforceable, then the provision shall be deemed construed and applied as so limited or modified, consistent with the original intent of the Parties.

SECTION 21. NON-EMPLOYMENT RELATIONSHIP AND DISCIPLINARY MATTERS. There shall be no employer-employee relationship between the LGU BACOR, through the Office of the City Health Services (OCHS), and the medical residents and post-graduate interns of LPGH&STC. The participation of said residents and interns in the programs, projects, and activities of the OCHS shall be deemed solely for purposes of training, affiliation, and academic exposure, and shall not create any employment, compensation, or tenure rights against LGU BACOR.

All disciplinary complaints, infractions, or issues involving the conduct, performance, or behavior of the Residents and Interns shall be formally referred to LPGH&STC for appropriate investigation, resolution, and imposition of sanctions in accordance with its internal rules, policies, and procedures, without prejudice to the authority of OCHS to restrict, suspend, or terminate the participation of any Resident or Intern in its programs whenever warranted by public interest, patient safety, or institutional discipline.

SECTION 22. AMENDMENTS. This Agreement shall not be altered, amended, modified, or supplanted except through a written instrument duly executed and signed by the duly authorized representatives of both Parties. All amendments shall be deemed valid, binding, and enforceable only upon the mutual written consent of the Parties and must be signed by the original signatories or their duly authorized successors, each acting with full corporate authority vested by their respective institutions. Upon execution of this Agreement, all prior verbal and/or written arrangements relating to its subject matter shall be deemed superseded, null, and void.

SECTION 23. 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 emailed through or to each of the parties' official emails, 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, as stated below:

- If to LGH&STC:
Address: P. Diego Cera, Bernabe Compound, Pulang Lupa Uno,
Las Piñas City
Attention: MINERVA S. SAWI, MD, FPAFP, MMHoA
Position/Designation: Medical Center Chief II
E-mail: omcc@lpghstc.doh.gov.ph
- If to the LGU BACOR:
Address: Bacoar Government Center, Bacoar Boulevard,
Barangay Bayanan, Bacoar City, Province of Cavite
Attention: HON. STRIKE B. REVILLA
Position/Designation: City Mayor
E-mail: Mayorsoffice@bacoar.gov.ph

SECTION 24. COUNTERPARTS SIGNING. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same binding agreement. Execution and delivery of this Agreement by electronic means, including scanned copies, facsimile transmission, or digital/electronic signatures, shall be deemed valid and effective to the same extent as original signatures, and shall bind the Parties accordingly.

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

**CITY GOVERNMENT
OF BACOR**

**LAS PIÑAS GENERAL HOSPITAL
AND SATELLITE TRAUMA CENTER**

By:

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. ____
Series of ____

**MINERVA S. SAWI, MD, FPAFP,
MMHoA**
Medical Center Chief II

SIGNED IN THE PRESENCE OF:

Hon. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor
Office of the City Vice Mayor,
City Government of Bacoar

**JEAN YAZMIN CACHO-NULUD, MD,
FPOGS**
Head, Professional Education and
Training Unit, Las Piñas General
Hospital and Satellite Trauma Center

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

LILIBETH B. IBARRIENTOS, MD,
FPCP, DPSN, MMHoA
Chief of Medical Professional Staff II,
Las Piñas General Hospital and Satellite
Traum Center

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ____ day of _____, 20____
personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
MINERVA S. SAWI, MD, FPAFP, MMHoA		

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 of the Government herein represented.

This instrument, consisting of _____ (____) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year, and place above written.

NOTARY PUBLIC

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