



Republic of the Philippines
SANGGUNIANG PANLUNGSOD
City Government of Pasig

Resolution No. 13
Series of 2022

A RESOLUTION AUTHORIZING THE CITY GOVERNMENT OF PASIG, THROUGH THE HONORABLE CITY MAYOR, VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A JOINT VENTURE AGREEMENT WITH PREMIER 101 HEALTHCARE MANAGEMENT, INC., FOR THE MAINTENANCE, OPERATION, SUPPLY, AND MANAGEMENT OF THE PASIG CITY MEGA DIALYSIS CENTER, AND FOR OTHER PURPOSES.

Authored by: Councilor Rosalio D. Martires
Co- Authored by: Councilors Syvel C. Asilo, Ferdinand A. Avis, Regino S. Balderrama, Orlando R. Benito, Rhichie Gerard T. Brown, Mario C. Concepcion, Jr., Corazon M. Raymundo, Reynaldo R. San Buenaventura III, Gregorio P. Rupisan Jr., Editha C. Santiago, Wilfredo F. Sityar, LIGA Pres. Rigor J. Enriquez and SK Fed. President Georgia Lynne P. Clemente

WHEREAS, under Republic Act No. 7160, otherwise known as the Local Government Code of 1991, it is stated that local government units shall, among others, promote health and safety, enhance the right of the people to a balanced ecology, encourage and support the development of appropriate and self-reliant scientific and technological capabilities, enhance economic prosperity and social justice, and preserve the comfort and convenience of their inhabitants;

WHEREAS, LGUs may, in accordance with Sections 3(l), 16, 17(j), 18, 22(d), 34, 35 and 36 of the Local Government Code of 1991 and Article 66 of its Implementing Rules and Regulations, enter into joint ventures and such other cooperative arrangements with people's organizations, NGOs or the private sector, to engage in the delivery of certain basic services; capability-building and livelihood projects; develop local enterprises designed to improve productivity and income; diversify agriculture; spur rural industrialization; promote ecological balance; and enhance the economic and social well-being of the people;

WHEREAS, Ordinance No. 25, Series of 2016, or an Ordinance Adopting a Pasig City Code Pursuing a Public Private Partnership for the People Initiative for Local Government (LGU-P4) Approach Towards Development, Providing For the Procedure for Selecting the Private Sector Proponent, Adopting a Contract Management Framework, and Providing Appropriations and for Other Purposes, also known as the Pasig City LGU P4 Code, was promulgated by the Pasig Sangguniang Panlungsod to allow the City of Pasig to enter into P4 Projects in the delivery of services;

WHEREAS, end-stage renal failure, also known as end-stage renal disease (ESRD), is a debilitating disease where the kidney function has declined to the point that the kidneys can no longer function on their own;



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WHEREAS, while dialysis facilities providing affordable, if not free, hemodialysis treatment are critical to Pasigueños regardless of their socio-economic class, Philippine Health Insurance Corporation coverage for such costly, life-saving services is insufficient;

WHEREAS, the City Government of Pasig aims to expand its own dialysis services in line with its goal of providing accessible and affordable health services to all of its residents, by supplementing existing dialysis units in the Center of Dialysis, Healthy Lifestyle, Ambulatory Surgery, Maternity Clinic, and Newborn Care of Pasig City (CHAMP), Manggahan Health Center, and Pasig City General Hospital;

WHEREAS, in cognizance of the abject need for more dialysis units, the City Government of Pasig has begun converting an unused building in a City-owned lot located along the boundary of Eusebio Avenue, Barangay San Miguel, and Brgy. San Andres, Cainta, Rizal – which was originally intended to be a rehabilitation center for drug users – into a state-of-the-art hemodialysis center with larger capacity for patient intake;

WHEREAS, on 20 November 2020, the City Government of Pasig received an unsolicited proposal from Premier 101 Healthcare Management, Inc. (Premier 101) to maintain, supply, operate, and manage a hemodialysis center in Pasig City (Project);

WHEREAS, to study such proposal, the City Mayor issued Executive Order No. PCG-01, Series of 2021, creating, among others, the Pasig City Public Private Partnership for the People Selection Committee (P4-SC) for the Operation and Management of Hemodialysis Centers in Pasig City, to be responsible for all aspects of the pre-selection and selection process of a private sector proponent (PSP);

WHEREAS, upon recommendation from the P4-SC, the City Mayor issued a Certificate of Acceptance on 06 May 2021, conferring Original Proponent Status to Premier 101, and initiating detailed negotiations between the parties to set the technical terms and agreements embodied in the joint venture agreement;

WHEREAS, upon the conclusion of the detailed negotiations stage, the parties signed a Joint Certification stating that an agreement has been reached



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A RESOLUTION AUTHORIZING THE CITY GOVERNMENT OF PASIG, THROUGH THE HONORABLE CITY MAYOR, VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A JOINT VENTURE AGREEMENT WITH PREMIER 101 HEALTHCARE MANAGEMENT, INC., FOR THE MAINTENANCE, OPERATION, SUPPLY, AND MANAGEMENT OF THE PASIG CITY MEGA DIALYSIS CENTER, AND FOR OTHER PURPOSES.

and specifying the eligibility of the PSP and the technical and financial aspects of the proposed hemodialysis center, which provided, among others, a sharing scheme of 20% (City)-80% (PSP), house at least seventy-nine (79) chairs, and is estimated to cost the PSP Ninety-Seven Million Five Hundred Ninety-Eight Thousand Pesos (PHP97,598,000.00);

WHEREAS, pursuant to the Pasig City LGU P4 Code, the City Government of Pasig posted and published on 24 November 2021 an Invitation to Apply for Eligibility and Submit Comparative Proposals (IAESP), which invited challengers to apply for eligibility and submit comparative proposals for the Project by 31 January 2022;

WHEREAS, the IAESP was published once in The Philippine Star, a newspaper of general nationwide circulation, and posted continuously for a period of seven (7) calendar days in a conspicuous bulletin board within the premises of the City Government of Pasig;

WHEREAS, a Pre-Selection Conference was conducted on 10 January 2022 to discuss the conduct of the Swiss Challenge and the contents of the Tender Documents, but no prospective challengers attended and only the P4-SC members and the Original Proponent were present;

WHEREAS, despite the publication and posting of the IAESP, no other party purchased Bid Documents nor submitted Expressions of Interest and Comparative Proposals to the City Legal Office (acting as the P4-SC Secretariat) as of the end of business hours on 31 January 2022;

WHEREAS, in the absence of a comparative proposal, and upon recommendation by the P4-SC, the City Mayor issued a *Notice of Award* dated 02 March 2022 to Premier 101 as the original proponent consistent with Section 18(3)(v) of the Pasig City LGU P4 Code, and required Premier 101 to enter into a contract with the City Government and comply with conditions precedent within thirty (30) calendar days from receipt of said *Notice of Award*;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PASIG CITY IN REGULAR SESSION DULY ASSEMBLED, to authorize, as it does hereby authorize, the City Government of Pasig, through the Honorable City Mayor, Victor Ma. Regis N. Sotto, to enter into and sign a Joint Venture Agreement



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A RESOLUTION AUTHORIZING THE CITY GOVERNMENT OF PASIG, THROUGH THE HONORABLE CITY MAYOR, VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A JOINT VENTURE AGREEMENT WITH PREMIER 101 HEALTHCARE MANAGEMENT, INC., FOR THE MAINTENANCE, OPERATION, SUPPLY, AND MANAGEMENT OF THE PASIG CITY MEGA DIALYSIS CENTER, AND FOR OTHER PURPOSES.

with Premier 101 Healthcare Management, Inc., for the maintenance, operation, supply, and management of the Pasig City Mega Dialysis Center upon compliance by Premier 101 with the conditions stated in the *Notice of Award*;

RESOLVED, FURTHER, that the City Government, Premier 101, and/or the resulting Joint Venture be authorized to do any act necessary to ensure the operation of the Pasig City Mega Dialysis Center, including applying for the necessary permits, licenses, and accreditation with various government and regulatory agencies;

RESOLVED, FINALLY, that the Secretary of the Sanggunian Panlungsod furnish all concerned agencies/offices copies of this Resolution, as duly adopted/approved by the Sanggunian Panlungsod.

APPROVED this 3rd day of **March 2022** in Pasig City, Metro Manila.

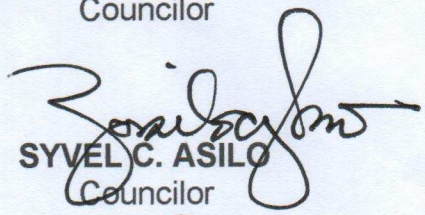

FERDINAND A. AVIS
Councilor

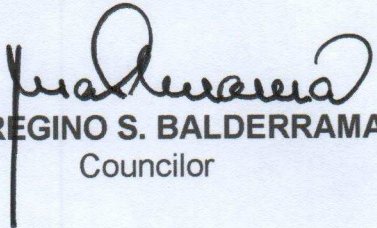

MARIO C. CONCEPCION, JR.
Councilor

GREGORIO P. RUPISAN JR.
Councilor

ORLANDO R. BENITO
Councilor

REYNALDO R. SAN BUENAVENTURA III
Councilor


SYVEL C. ASILO
Councilor


REGINO S. BALDERRAMA
Councilor


CORAZON M. RAYMUNDO
Councilor

EDITHA C. SANTIAGO
Councilor

WILFREDO F. SITYAR
Councilor



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A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR, VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING WITH THE UNITED NATIONS DEVELOPMENT PROGRAMME FOR THE IMPROVEMENT OF THE CITY'S MEDICAL WASTE MANAGEMENT, AND FOR OTHER PURPOSES.

RIGOR J. ENRIQUEZ
LIGA President

GEORGIA LYNNE P. CLEMENTE
SK Fed. President

RHICHIE GERARD T. BROWN
Councilor
Minority Floor Leader

ROSALIO D. MARTIRES
Councilor
Majority Floor Leader

Attested by:

IYO CHRISTIAN C. BERNARDO
City Vice-Mayor
Presiding Officer

APPROVED:

VICTOR MA. REGIS N. SOTTO
City Mayor

Attested by:

LOIDA U. VILLANUEVA
Acting City Council Secretary

**JOINT VENTURE AGREEMENT
FOR THE
PASIG CITY MEGA DIALYSIS CENTER**

KNOW ALL MEN BY THESE PRESENTS:

This Joint Venture Agreement (this "Agreement" or the "JVA") is executed on _____ at Pasig City by and between:

The **CITY GOVERNMENT OF PASIG**, with the official seat of Government at the Pasig City Hall, represented herein by its City Mayor, **Hon. Victor Ma. Regis N. Sotto**, hereinafter referred to as the "**CITY**";

- and -

PREMIER 101 HEALTHCARE MANAGEMENT INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at ITC Road ITC Compound Canumay East, Valenzuela City, represented herein by its Chief of Operations, **Mr. Philip V. Lim**, and hereinafter referred to as the "**PRIVATE SECTOR PROPONENT**" or "**PSP**";

(The City and the PSP are hereinafter collectively referred to as the "Parties" and individually referred to herein as a "Party");

WITNESSETH: That -

WHEREAS, Article X of the 1987 Constitution grants local autonomy and fiscal autonomy to all local governments units (LGUs) while Section 22 (d) of Republic Act No. 7160 otherwise known as the 1991 Local Government Code (LGC) accords LGUs full autonomy in the exercise of their proprietary functions and in the limitations provided in the LGC and other applicable laws;

WHEREAS, Section 16 of the LGC, the general welfare clause, empowers LGUs to exercise those powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, LGUs may, in accordance with Sections 3(l), 16, 17(j), 18, 22(d), 34, 35 and 36 of the LGC and Article 66 of the Implementing Rules and Regulations of the LGC, enter into joint ventures and such other cooperative arrangements with people's organizations, NGOs or the private sector, to engage in the delivery of certain basic services; capability-building and livelihood projects; develop local enterprises designed to improve productivity and income; diversify agriculture; spur rural industrialization; promote ecological balance; and enhance the economic and social well-being of the people;

WHEREAS, the authority of LGUs to enter into JVs and to provide its own guidelines and accept unsolicited proposals has been affirmed by the Office of the Secretary (Letter dated October 25, 2011), Department of Justice (Opinion No. 18, s. of 2012), and Department of Interior and Local Government (Opinions Nos. 11, s. of 2014; 10, s. of 2014; 8 s. of 2014, and 47, s. of 2012). The President in Executive Order No. 78 (July 4, 2012) also affirmed such power of the LGUs;

WHEREAS, Ordinance No. 25, Series of 2016, or an Ordinance Adopting a Pasig City Code Pursuing a Public Private Partnership for the People Initiative for Local Government (LGU-P4) Approach Towards Development, Providing For the Procedure for Selecting the Private Sector Proponent, Adopting a Contract Management Framework, and Providing Appropriations and for Other Purposes, was promulgated by the Pasig Sangguniang Panlungsod;

WHEREAS, on November 20, 2020, the City received a Project Proposal from the PSP to maintain, supply, operate, and manage a hemodialysis center in Pasig City; pursuant thereto, the City issued Executive Order No. PCG-01, Series of 2021, creating the Pasig City Public Private

Partnership for the People Selection Committee (P4-SC) for the Operation and Management of Hemodialysis Centers in Pasig City to be responsible for all aspects of the pre-selection and selection process of a PSP;

WHEREAS, in P4-SC Resolution No. 02, Series of 2021 dated April 13, 2021, the P4-SC endorsed to the Hon. City Mayor its recommendation to grant Premier 101 Healthcare Management Inc. Original Proponent Status and to issue a Certificate of Acceptance of its unsolicited proposal, and accordingly, a Certificate of Acceptance was signed by the City Mayor on May 6, 2021 which thereafter allowed the parties to enter in detailed negotiations, including the finalization of the draft contract herein;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter contained, the Parties hereto agree as follows;

SECTION 1. PROJECT DEFINITION. – The Project shall refer to the layout design, fit-out, management, and operations of the Pasig City Mega Dialysis Center, a state-of-the-art healthcare facility to be housed in a building owned by the City, containing a floor area of 927 square meters for the ground floor level, and 463 square meters at the second floor, for a total of 1,390 square meters, and erected in a City-owned lot located in Cainta, Rizal.

SECTION 2. CONTRACTUAL INTENT. – In entering into this Agreement, the Parties hereby declare and affirm that their primary contractual intent is to enter into a contractual / unincorporated joint venture for the purpose of the layout design, management, and operations of the Pasig City Mega Dialysis Center.

SECTION 3. RULES OF INTERPRETATION – All the provisions of this Agreement shall be interpreted to accomplish the foregoing declared contractual intent.

In this Agreement, section headings are used for convenience and reference only and shall be disregarded in the interpretation of this Agreement.

Unless the context otherwise indicates, references to a section shall be construed as references to a section of this Agreement; references to any statute, ordinance or other law shall include all regulations and other instruments thereunder and all consolidations, amendments, modifications, re-enactments, or repeals thereof; and words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and vice versa, and references to a person shall be construed as references to an individual, body corporate, association (whether incorporated or not), government or private entity.

SECTION 4. REPRESENTATIONS AND WARRANTIES. – Each Party represents and warrants to the other Party that, at the time of the execution and signing of this Agreement:

- (a) It is duly organized and validly existing under the laws of the country of its origin. It has full power and authority to make, execute, deliver and perform this Agreement, and this Agreement constitutes its valid and legally binding obligation enforceable in accordance with its terms.
- (b) The execution, delivery and performance of this Agreement does not violate, with or without the giving of notice or the passage of time, any provision of law now applicable to it and does not conflict with, or result in a breach of any provision of any contract or agreement with any third party or license or franchise granted by any governmental authority which may prevent it from fulfilling its obligation under this Agreement.
- (c) No representation or warranty made by it in this Agreement or any statement of certificate furnished by or on behalf of it to the other Party or any other person or entity pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of fact, or omits or will omit to state a fact necessary to make the statements contained therein not misleading.

- (d) Each party represents and warrants to the other that, at the time of the execution and signing of this Agreement, it has obtained or will obtain, within the prescribed period, if any, any authorization, consent, approval, license or exemption of, or filing or registration with, any court or governmental department, agency or local government unit in the Philippines, which is necessary for the valid execution, delivery or performance of this Agreement.
- (e) The PROPONENT warrants that it has the know-how, resources, trained personnel and staff, technical, marketing and financial capabilities, as well as management expertise, to fulfill its duties and responsibilities hereunder, and implement the financing, design, construction, equipping, provisioning, maintaining, marketing and operating the PROJECT.
- (f) There is no adverse litigation, arbitration, investigation or proceeding pending, or to its best knowledge threatened, against or affecting such Party that could reasonably be expected to materially adversely affect its ability to fulfill its obligations under this Agreement or that may affect the legality, validity, or enforceability of this Agreement.
- (g) The LGU further warrants that it is subject to the civil and commercial law in respect of its responsibilities under this Agreement and that it is not immune from suit, judgment or execution or any legal process in connection with said responsibilities. But nothing herein shall be considered as waiving the immunity of the State with regard to the assets and interests of the Republic of the Philippines
- (h) The PROPONENT warrants that neither it, nor its representatives or agents, have offered any government officer or employee, national or local, any consideration or commission for its award of the Contract of this PROJECT nor has it exercised any corrupt, undue or unlawful influence, directly or indirectly through relatives within the third degree of consanguinity or affinity in securing this Agreement.

All of the representations and warranties in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions herein contemplated.

SECTION 5. ORGANIZATION AND PURPOSE OF THE JOINT VENTURE. - The office of the joint venture (JV) shall be in Pasig City. The purpose of the joint venture is for the development, operation, and maintenance of the Pasig City Mega Dialysis Center. The Project shall consist of the following components:

5.1. Pasig City Mega Dialysis Center

- (a) Pasig City Mega Dialysis Center, the physical structure of which is described in in Section 1 of this Agreement;
- (b) The JV, which shall have a term of fifteen (15) years. The term can be extended by another fifteen (15) years at the option of the PSP and acceptance by the City. A notice to renew the term shall be provided by the PSP to the City no later than six (6) months prior to the expiration of the initial fifteen (15) year term of the Agreement.

5.2. Project Cost and Contributions of the Parties

The Project is estimated to cost around **Ninety-Seven Million Five Hundred Ninety-Eight Thousand Pesos (PHP97,598,000.00).**

5.3. Contributions of the Parties

The Parties shall have the following contributions:

- (a) The PSP shall:
 - (i) Provide full financing for the Project;
 - (ii) Perform the obligations and functions of the PSP as listed herein below and these shall also constitute as contributions of the PSP.
- (b) The City shall:
 - (i) Allow the use of the property for the retrofit, development, and operation of the Pasig City Mega Dialysis Center for the duration of the Project;
 - (ii) Grant an exclusive concession to the PSP for the layout design, management, and operation of the Pasig City Mega Dialysis Center; and
 - (iii) Perform the obligations and functions of the City as listed herein below which shall also constitute as contributions of the City.

SECTION 6. - OBLIGATIONS AND FUNCTIONS OF THE PARTIES. - Under the JV arrangement contemplated in this Agreement, all the functions, obligations and responsibilities of each Party shall be performed by each Party as specified herein.

6.1. Obligations and Functions of the PSP:

- (a) Provide proof of sources of funding in compliance with Pasig City Ordinance No. 25, Series of 2016, including proof of investments;
- (b) Cause the preparation of all necessary documents for the pre-operation stage such as master development and the engineering design, including but not limited to the Manual of Operations and the License to Operate from the Department of Health;
- (c) Provide management, technology, capital equipment, machinery, manpower and personnel, expertise, as well as other support facilities, including, but not limited to the provision of hemodialysis machines (and their replacements, as may be necessary), as well as the fire systems;
- (d) Cause the preparation and submission of development plans, project studies and detailed engineering studies and other requirements for approval and compliance to concerned government regulatory agencies;
- (e) Assume and pay all operational expenses, including liabilities under tax and labor laws, as may be levied by the national and local government unit/s in relation to the operation of the Pasig City Mega Dialysis Center. For the avoidance of doubt, it is understood that no employer-employee relationship exists between the City the personnel and professionals hired and/or assigned by the PSP for the implementation of this project. They shall remain the sole responsibility of the PSP and that the wages and salaries of these personnel shall form part of the Project Expenses;
- (f) Use and periodically maintain the Pasig Mega Dialysis Center exclusively for the purpose of providing hemodialysis services to residents of Pasig City and other clients, as may be agreed upon by the Governing Board of the JV Entity.
- (g) Secure and obtain all government permits, licenses and authorizations as well as compliance certificate from the Department of Health - Health Facilities and Services Regulatory Bureau (HFSR), Food and Drugs Administration, and the local government of Cainta, Rizal with regard to the operation of Pasig City Mega Dialysis Center and other requirements by government regulatory agencies for the smooth implementation of the Project;
- (h) Undertake the upgrading and replacement of the equipment and machines as needed, subject to the requirements set by the Department of Health; and

- (i) Ensure complete and timely payment of utilities, including but not limited to electricity and water.

6.2. Obligations of the City:

- (a) Assist the PSP in the sourcing of water, power and telecommunications facilities;
- (b) Provide all road right-of-way to the Pasig City Mega Dialysis Center and other easement rights necessary to perform the Project;
- (c) Issue a Resolution adopting the Master Plan/Design of the Project;
- (d) Assist in the securing and obtaining of all government permits, licenses and authorizations as well as compliance certificate from the Department of Health - Health Facilities and Services Regulatory Bureau (HFSR), Food and Drugs Administration with regard to the operation of Pasig City Mega Dialysis Center and other requirements by government regulatory agencies for the smooth implementation of the Project; and
- (e) Continue the operations of existing hemodialysis centers in CHAMP, Manggahan, and in the PCGH until such time that the hemodialysis machines shall no longer be useable, in accordance with the useful life stated in **Annex "A"** of this Agreement. The PSP shall then, at the end of the term specified in the annex, per center, have the right of first refusal to replace said machines and operate the same, subject to the same terms and sharing scheme outlined in Section 6 of this Agreement.
- (f) This Project shall be implemented without any direct government guarantee; therefore, at no point will the LGU assume responsibility for the repayment of any debt directly incurred by the PROPONENT in implementing the Project in case of default.

SECTION 7. SHARING SCHEME. - Based on the net after tax revenues generated from the operations of the Pasig City Mega Dialysis Center, the allocation of the share shall be as follows;

City	20 %
Private Sector Proponent	80 %

The net income after tax shall be escalated 5% every 8 years in favor of the City Government of Pasig.

SECTION 8. PERFORMANCE BONDS & INSURANCES

8.1. Performance Security. - To guarantee the faithful performance by the PROPONENT of its obligations and duties under this Agreement, the PROPONENT shall put up a Performance Security equivalent to thirty percent (30%) of the estimated cost of the Project , within the period and in the form and amount stipulated in the Notice of Award. The security may be in the form of cash, manager's check, cashier's check, or surety bond callable on demand issued by the GSIS, by surety or insurance companies duly accredited by the Office of the Insurance Commissioner, or a combination thereof.

The Performance Security shall be released by the LGU after the issuance of the "Certificate of Completion and Acceptance" of the fit out works, and the acceptance by the LGU of the PROJECT as completed in accordance with the agreed standards and specifications, provided that there are no claims filed against the PROPONENT or its Contractor.

In the event the completion timetable for the PROJECT is extended in accordance with this Agreement, the term of the Performance Security shall be extended accordingly.

8.2. Failure to Post Performance Securities - Failure of the PROPONENT to post any of the performance securities shall be sufficient ground for the LGU not to execute this Agreement. Should the LGU, under any of the conditions stipulated under Section 23, terminate this Agreement, the performance security not so released shall be forfeited in favor of the PROPONENT without any need of judicial action. The PROPONENT shall obtain the consent of the surety, if necessary, for any changes to this Agreement to ensure the effectivity of the performance securities submitted to the LGU.

The PROPONENT, by entering into the Contract with the LGU, acknowledges the right of the LGU to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Agreement.

8.3. Insurance - In addition, to insure third parties of payment, in case damage or injury is done to their person or property during the course of the performance by the PROPONENT of its responsibilities hereunder, the PROPONENT shall put up bonds and insurance normally required in infrastructure PROJECTS, such as but not limited to contractor's all-risk insurance, third party liability insurance, motor vehicle liability insurance, and workmen's compensation insurance, if applicable.

Certified copies of the policies and official receipts of such bonds and insurances shall be submitted to the LGU. These bonds and insurance shall preferably be procured from the Government Service Insurance System (GSIS), but if it is impractical to do that, then they shall be procured from an insurance or bonding company accredited by the Insurance Commission and acceptable to the LGU.

8.4. Insurance Proceeds - The proceeds from insurance claims, except Third Party Liability Insurance and Workmen's Compensation Insurance, with respect to loss or other damage to the PROJECT, shall first be applied by the PROPONENT to the extent necessary to fully repair or restore the PROJECT to its previous operating condition, or to completely rebuild the PROJECT.

SECTION 9. IMPLEMENTATION OF AGREEMENT. - The Parties hereto agree to execute or cause to be executed all such documents, contracts or instruments as may be necessary or required in order to carry out the intent and purposes of this Agreement.

Within sixty (60) days from the completion of the process to vet comparable proposals, the PSP shall commence implementation of the project and shall be responsible for performance of the terms and conditions embodied in this Agreement. Within this same span of time, the City shall ensure the ratification of this Agreement by the Sangguniang Panlungsod.

SECTION 10. CONDUCT OF THE JV'S BUSINESS OPERATIONS. - The following shall be complied with during the entire duration of the Agreement:

10.1. The Parties shall indemnify and hold each other harmless each other against and from all claims, demands or actions that may arise by virtue of anything done or omitted to be done by the directors or officers in the implementation of the Agreement, except when acts or omissions were due to the fault or negligence of the directors or officers nominated by the indemnifying party in breach of the terms of this Agreement or the applicable laws in which case the latter Party shall be solely responsible for the damage, injury or claims.

10.2. All profits, losses and other allocations to the JV shall be allocated in accordance with Section 6, the distribution of which shall be as determined by a majority of the Governing Board of the JV.

10.3. Within fifteen (15) days from the finalization of the Agreement with the PSP, the parties shall come up with a uniform list of all fees and charges in relation to the services provided by the various Hemodialysis Centers, taking into consideration the fees dictated by the Pasig City Revenue Code 2017, and amendments, and other mandates from national or local government laws. They shall also agree on a single record-keeping process to ensure uniformity of patient data across all centers and ease in transferring them.

SECTION 11. MANAGEMENT OF THE JOINT VENTURE. - The Agreement shall be managed by a Governing Board composed of seven (7) members appointed annually. The PSP shall nominate its (4) members, and the City shall nominate its three (3) members.

11.1. The Governing Board shall set the policies for the implementation and operation of the JV. A Project Manager shall be appointed or designated by the Governing Board.

11.2. In the event a member dies, resigns, or is otherwise removed from office prior to the fulfillment of his term, the Party which nominated the member who dies, resigned, or was removed from office will nominate a replacement. The Parties shall then cause the election of such nominee as replacement for the member who died, resigned or was removed from office.

11.3. The Governing Board shall provide policy directions for the overall management and operations of the JV in accordance with this Agreement. A majority of the Board shall constitute a quorum to do business.

SECTION 12. CONTRACT MANAGEMENT, MONITORING AND EVALUATION. - Immediately after the signing of this Agreement, the CITY shall activate its LGU P4-Regulatory Authority (P4-RA) to perform contract management functions in accordance with the LGU P4 Code. The Project Manager of the JV's Governing Board shall also form part of the P4-RA, which shall be responsible for monitoring, managing and evaluating the full implementation of the PROJECT.

12.1. Contract Management Manual - Within twenty-one (21) calendar days from the execution of this Agreement, P4-RA shall approve a contract management manual referred to in Sections 23-24 of the LGU P4 Code.

12.2. In addition to the contents stated in Section 24 of the P4 Code, the contract management manual shall include a template for the submission of Project Reports, identify the frequency with which they are to be submitted, the method for monitoring and obtaining the information required, the Party responsible for monitoring and reporting on each of the indicators and the frequency that each indicator should be monitored and reported.

12.3. The Parties shall ensure that Project Report contains proof of compliance with the Minimum Performance Standards and Specifications (MPSS) and Key Performance Indicators (KPI) attached as **Annex "B"** of this Agreement. Where a Project Report shows that the Project falls below the key performance indicators, the PROPONENT shall state that fact in the report with a full explanation of the reasons for the below-target performance and the steps that it has or will be taking to ensure that performance is improved to meet the standard. The MPSS and KPIs may be amended or supplemented by the parties at any time but only to further improve service delivery or ensure compliance with any change in the standards imposed by the pertinent regulatory authority.

12.4. In addition, the Project Report shall identify the major risk factors for the PROJECT, events and conditions that have occurred, which materially affect the PROJECT, and all other material information that may be included by the Parties.

12.5. The LGU shall be entitled to inspect, check, test and monitor the PROJECT during the fit out and operating period. The purpose of such monitoring shall be to determine whether the PROJECT is being designed, fitted, operated, and maintained in accordance with the terms of this Agreement. The PROPONENT shall allow the LGU or its duly authorized representatives to conduct such inspection and monitoring during normal business hours upon reasonable prior written notice to the PROPONENT. It shall ensure that the LGU or its agent or representative is given sufficient access to carry out the inspection. The monitoring and review shall be conducted in the presence of a duly designated representative of the PROPONENT.

SECTION 13. ASSIGNMENT, TRANSFER, AND OTHER CONVEYANCES. - The PSP may, with prior written consent of the City Mayor, and with the concurrence of the Sangguniang

Panlungsod, assign its right, interest, benefits and obligations under this Agreement to any company or special purpose company or entity. Any assignment or transfer without prior approval from the City shall be void and ineffectual.

SECTION 14. LAND AND ASSETS. – The City shall retain ownership over the land and premises which it allowed to be used for the project, including any real and immovable property already installed and existing thereon at the time of commencement of the PROJECT.

14.1. With respect to the land to be used in the components of the project, it is understood by the parties that the City merely grants the PSP the right to use, manage, utilize, and administer the land, buildings, infrastructure and improvements thereon in relation the project. Accordingly, the responsibility to pay real property taxes on the land, building, and immovables that it owns falls on the LGU. However, any taxes that may be levied by the relevant taxing authority on immovables or machineries owned by the PROPONENT shall be borne by said PROPONENT.

14.2. The responsibility to procure any permits, licenses, consents, waivers, approvals, registrations, certificates, and other authorizations from any government agency or any third party as required under applicable law, the agreements shall be as follows, after the application of the provision in Section 5 of this Agreement:

14.3. If the authorization is required in relation to the use of any property in relation to the project, it shall be on the account of the City as owner;

14.4. If the authorization is required in relation to the construction, maintenance, and operation of the project, it shall be the responsibility of the PSP.

SECTION 15. - ACCOUNTING AND INSPECTION OF CORPORATE BOOKS. - The following shall be adhered to for the duration of the Agreement:

15.1. The Parties agree to cause the JV to keep true and accurate books of accounts. The said books shall be maintained in accordance with internationally accepted principles of accounting and shall be made available to the City and its authorized representatives at all times during normal business hours.

15.2. The City shall have the right, at its own expense, to have the said books of account audited either by its own auditor or by an independent firm or certified public accountants.

15.3. The Parties shall be furnished on a quarterly basis a copy of the financial statements and sales reports, particularly the balance sheet and profit and loss statement of the JV.

15.4. The Parties agree to cause the JV to appoint an internationally-recognized accounting firm as its external auditor without present affiliation with either party.

SECTION 16. DEFAULT. The occurrence of any of the following shall constitute an event of default for the party named:

16.1. On the part of the Proponent:

- a. Failure to perform any of its obligation under this Agreement for a cause not attributable to force majeure, and such failure persists for more than fourteen (14) days;
- b. Failure without justification to resume performance within seven (7) days after the force majeure that has prevented the PROPONENT from performing any other obligation hereunder has substantially ceased;
- c. Deliberate material misrepresentation of any fact contained in its periodic reports to the LGU, or if it committed any deliberate falsity in his bid documents on which the LGU relied in giving it the contract award;
- d. Filing of a voluntary or involuntary case or other proceeding by or against the PROPONENT seeking insolvency, bankruptcy, liquidation, reorganization, dissolution, winding up;

- e. A pattern of continuing or repeated non-compliance, willful violation, or non-performance of other terms and conditions hereof including any material breach thereto, and the PROPONENT fails to remedy the same within five (5) calendar days from notice thereof; and
- f. Assignment or transfer without the prior approval of the LGU.

16.2. On the part of the LGU:

- a. LGU terminates, or cancels this Agreement without valid or justifiable cause;
- b. Any representation or warranty made by the LGU and relied upon by the PROPONENT to its detriment turning out to be false in any material respect; and
- c. Failure or refusal to perform any material covenant, agreement or obligation under this Agreement within seven (7) days after receipt by the LGU of a notice of default specifying the same, provided, however, that such period shall be extended if the failure or refusal is remediable but cannot reasonably be completed within seven (7) days and the LGU begins to diligently remedy such failure.

SECTION 17. FORCE MAJEURE. - Neither Party shall be liable for failure to perform or for delay in performing its obligations to the extent and as long as such failure or delay is due to natural disasters, acts of war, acts of terror, significant changes in applicable laws or regulations, or any other causes reasonably beyond the control of such Party (each a "Force Majeure Event"); provided, however, that such causes or occurrences affecting performance by any party shall not relieve such party of liability when it is already in delay or in default in the performance of its obligation upon the occurrence of the force majeure, in the event of its concurring negligence or in the event of its failure to use diligence to avoid or to remedy the situation, nor shall such causes or occurrences affecting such performance relieve any party from its obligations to make payments of amounts then due as a result of performance previously completed.

17.1. The Party invoking Force Majeure must notify the other party in writing by any means of communication as soon as reasonably possible of the date of commencement of such Force Majeure Event, the nature and expected duration thereof, and the actions to be taken to prevent or reduce the effects of such event, as well as of their cessation. The notice shall be sent by such Party not later than five (5) calendar days after the date on which such Party first gains knowledge of such Force Majeure Event. If it fails to deliver such notice in accordance with this provision, such Party shall not be entitled to invoke the benefits of this Section.

17.2. The Parties shall come to an agreement upon the measures to be taken to remedy the situation created by the aforesaid circumstances. In the event of the force majeure continues for three (3) months, the Parties hereto shall meet together to discuss a new date (the "New Date") for fulfilling the obligations under this Agreement, which New Date shall not exceed six months from the date the event of force majeure occurred.

17.3. If the event the force majeure continues beyond the New Date, the Parties hereto shall meet and agree to set another new date for fulfilling the obligations under this Agreement.

SECTION 18. MATERIAL ADVERSE GOVERNMENT ACTION. Material Adverse Government Action means any action or inaction of the LGU which has a material adverse effect on any of the rights and privileges of, or on the enjoyment and/or exercise thereof by, the Parties, or which has a material adverse effect on the ability of the PROPONENT to comply with its financial and/or other contractual obligations in connection with the Project or their respective ability to perform their obligations required by a Legal Requirement, including a Change in Law.

18.1. Where a MAGA event occurs, the PROPONENT: (i) shall notify the LGU within ten (10) calendar days stating how exactly a government action adversely affects it in a material way; (ii) shall be excused from the performance of its obligations under the Agreement to the extent that it is prevented, hindered or delayed in the performance of such obligations by reason of the Material Adverse Government Action; and (iii) the PROPONENT has the right to terminate the PPP Contract in the event that the MAGA lasts longer than six (6) months.

SECTION 19. GOVERNING LAW & REGULATORY REGIME - This Agreement shall be governed by the laws of the Republic of the Philippines. Jurisdiction in connection with this Agreement lies with the competent courts of Pasig City.

19.1. Pursuant to Section 20 of the LGU P4 Code, all laws and relevant ordinances form part of this Agreement. In performing its obligations under this Agreement, the PROPONENT shall strictly abide by the latest applicable regulations imposed by Republic of the Philippines and its attached agencies, most especially the Department of Health, the Philippines Health Insurance Corporation, the Department of Labor and Employment, the Department of Environment and Natural Resources, the Bureau of Internal Revenue, and the business permits and licensing and sanitation offices of the local government unit of Cainta, Rizal.

19.2. Further, upon consultation with the Governing Board, the PROPONENT shall abide by any pertinent guidelines that may be imposed by *ad hoc* disaster response bodies, such as the Inter-Agency Task Force for the Management of Emerging Infectious Diseases.

SECTION 20. DISPUTE RESOLUTION. - This Agreement is based largely on mutual trust and confidence. The Parties hereto agree to carry out this Agreement in a fair and cooperative spirit for their mutual benefit. Any dispute arising between the parties, including determination of breach of contract and determination of appropriate penalty for the culpable party, shall first be settled by the Governing Board voting unanimously. The parties agree that the decision of the Governing Board voting unanimously is binding upon the parties. Should the Governing Board fail to reach a unanimous decision, the parties may elevate the dispute within ten (10) calendar days for the mutual discussion and amicable settlement between the President of the PROPONENT and the Local Chief Executive.

SECTION 21. ARBITRATION. - Should the dispute not be settled amicably by mutual discussion within thirty (30) calendar days from the initial meeting of the President of the PROPONENT and the LCE of the LGU, any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration before the Philippine Dispute Resolution Center Inc. (PDRCI) in accordance with the PDRCI Arbitration Rules. The Tribunal shall consist of three (3) arbitrators. Each party shall name and appoint one arbitrator each and the third member who shall act as chairman of the Tribunal shall be named by the two (2) arbitrators. The venue of the proceedings and the place of arbitration shall be in Pasig City, Metro Manila, Philippines. The language of arbitration shall be English. This arbitration agreement is governed by the laws of the Republic of the Philippines.

SECTION 22. DISSOLUTION. - The Parties agree to cause the dissolution and winding-up of the corporate affairs of the JV in the following instances:

- (a) By mutual agreement of the Parties;
- (b) Bankruptcy or insolvency of the JV; or
- (c) Expiration of the term of the JV.

SECTION 23. CONTRACT TERMINATION

23.1. Right not to execute - The Parties shall have the right not to execute the Agreement without resorting to legal proceedings in case of any substantial breach of conditions or obligations and responsibilities. A pattern of continuing or repeated non-performance, willful violation or non-compliance of the terms and conditions hereof will be deemed a fundamental breach of this Agreement.

23.2. Termination Procedure - In case a Party commits an act constituting an event of default, the non-defaulting Party may terminate this Agreement by serving a written notice to the defaulting Party specifying the ground for termination and giving the defaulting Party a period of fourteen (14) days within which to rectify the default to the satisfaction of the non-defaulting Party. If the default is not remedied within this period to the satisfaction of the non-defaulting Party, then the latter will serve upon the former a written notice of termination indicating the effective date of termination.

23.3. LGU's Remedies – Upon the occurrence of a PROPONENT's Default, the LGU may by Notice of Default, take on or more of the following actions:

- a. Terminate this Agreement and enter into a JV agreement with another Party for this PROJECT;
- b. Take over the PROJECT and request the PROPONENT to assign all its right, title and interests to the PROJECT and under this Agreement to the LGU; or
- c. Allow the PROPONENT's lenders/creditors to take over and proceed with the completion of the Project under the same terms and conditions of this Agreement.

Each right or remedy hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or current and hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the LGU of any one or more of any of such rights or remedies shall not preclude the simultaneous or subsequent exercise by the LGU of any or all other such rights or remedies

23.4. PROPONENT's Remedies – Upon the occurrence of an LGU Default, the PROPONENT may by Notice of Default, take one or more of the following actions:

- a. Terminate this Agreement and any other Agreement executed between the Parties in relation to the PROJECT; or
- b. Any and all remedies and compensation available by law or in equity or by statute or otherwise.

Each right or remedy hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or current and hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the PROPONENT of any one or more of any of such rights or remedies shall not preclude the simultaneous or subsequent exercise by the PROPONENT of any or all other such rights or remedies

23.5. Survival of Termination Obligations – For the avoidance of doubt, the respective obligations of the Parties in respect of the termination of this Agreement as set forth in this Article 14 shall survive and continue to be enforceable beyond the termination hereof.

SECTION 24. NOTICES. - Except as otherwise provided in this Agreement, all notices required to be given hereunder shall be in writing and in the English language. Any notice hereunder shall be sent to the Parties hereto by courier or by postage-prepaid registered mail, facsimile, or by e-mail, to the following addresses or facsimile numbers or to such other addresses or facsimile numbers as may be notified by written notice given by the relevant Party to the others in accordance with the provisions of this Article:

In the case of the PSP:

Address: 2nd floor Valenzuela Town Center, Mc Arthur Hiway, Karuhatan, Valenzuela City
Fax No: (02) 8559 3079
E-mail: premier101.hmi@yahoo.com

In the case of the City:

Address: Caruncho Ave, Barangay San Nicolas, Pasig, 1600 Metro Manila
Phone number: (02) 8643 1111
E-mail: cityadministrator@pasigcity.gov.ph

SECTION 25. CONFIDENTIALITY. – The following shall be adhered to by the Parties:

25.1. All matters relating to this Agreement shall be regarded by the Parties as being highly confidential and shall not be disclosed by either Party without the express written consent of the other Party, to any party, person or entity who or which is not a signatory to this Agreement, except where such disclosure is necessary for the fulfillment of this Agreement, or whenever required by law or legal authority. Neither Party shall at any time hereinafter use any information, save that in the public domain, acquired from either Party except for the purpose of the fulfillment of its obligations under this Agreement.

25.2. Any information of whatever kind, including, without limitation, designs, inventions, know-how and technology, developed or generated by either Party (hereinafter collectively called the "Know-how") in the performance of its obligations herein shall vest in that Party, but to the extent that the other Party may need to use the Know-how for legitimate reasons, the Party concerned shall grant a free non-exclusive right or license therefore to the other Party.

25.3. No Party shall have the right to advertise, or otherwise permit the dissemination of publicity concerning its participation in the JV unless:

- (a) the relevant material shall make due reference to and acknowledge the work of the other Party; and
- (b) the relevant material shall, if its dissemination is within the control of the Party in question, have been approved by the other, which approval shall not be unreasonable withheld.

SECTION 26. INTELLECTUAL PROPERTY. – The personal data of patients are owned by said patients and will be used only insofar as may be necessary to extend them the medical services subject of the Project. However, the database with the patients' Personal Data is the property of and owned by the Joint Venture, and the PROPONENT undertakes not to do anything to contradict the aforesaid or limit the City's right to co-manage the same. Any data to be released shall only be obtained by the City, and only upon prior consent given by the patient. It shall be the responsibility of the PROPONENT to properly apprise the patient of his or her rights and obtain the consent by means of utilizing a consent form to receive the data.

26.1. Nothing in this Agreement shall be construed as granting any property rights, by license or otherwise, to the PROPONENT, with respect to any Personal Data disclosed to it pursuant to this Agreement, or with respect to any and all current and future intellectual property rights of the City, whether registered or not, and whether or not such applications can be made, including patent rights, design rights, industrial designs, trademarks, service marks, inventions or trade secrets, trade and business names, domain names, marks and devices copyrights, utility model rights, integrated circuits, integrated circuit topography rights, mask work rights and all other similar proprietary rights and applications for any of those rights, rights in databases, all rights of whatever nature in computer programs, firmware, micro-code and other computer software and data, know-how, technical specifications, functional requirements, any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields and all intangible rights and privileges of a nature similar to any of the foregoing which are capable of protection in any relevant country of the world, based on such Personal Data. The PROPONENT shall neither make nor use nor sell for any purpose, any product or other item using, incorporating or derived from, any information and personal data it may receive by virtue of the Project.

SECTION 27. MISCELLANEOUS PROVISIONS. -

27.1. Entire Agreement - This Agreement contains the entire agreement and understanding between the Parties hereto and merges and supersedes all prior discussion and writings with respect to the subject matter hereof. No modification or alteration of this Agreement shall be effective unless made in writing and signed by the duly authorized representatives of the Parties hereto.

27.2. Waivers - Any modification or amendment or waiver to any part of this Agreement shall be in writing and signed by the Parties.

27.3. Variation - This Agreement may not be amended, unless in writing and signed by a duly authorized representative of each of the Parties.

27.4. Severability - Should any provision under this Agreement be or become invalid or unenforceable for any reason, the validity of the remaining provisions shall not thereby be affected. In any case, the Parties shall without delay agree to replace or amend the invalid provision which has become invalid.

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have signed these presents on the date and at the place first stated above.

CITY GOVERNMENT OF PASIG

**PREMIER 101 HEALTHCARE
MANAGEMENT INC.**

By:

By:

VICTOR MA. REGIS N. SOTTO
City Mayor

PHILIP V. LIM
Chief of Operations

SIGNED IN THE PRESENCE OF:

ATTY. JERONIMO U. MANZANERO
City Administrator/P4-SC Chairperson

DR. JOSEPH D. PANALIGAN, M.D.
City Health Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S.

BEFORE ME, a Notary Public for and in Pasig City, this _____ day of _____, 2022, personally appeared the following:

NAME	GOVERNMENT ISSUED ID NO.	DATE AND PLACE OF ISSUE
Victor Ma. Regis N. Sotto	_____	_____
Philip V. Lim	_____	_____

both known to me and to me known to be the same persons who executed foregoing instruments consisting of thirteen (13) pages including this page where the acknowledgment appears, signed by the parties and their instrumental witnesses on this page and on the left-hand margin of each and every page thereof and they acknowledge to me that the same is their free and voluntary act and deed as well as the corporations they represent.

WITNESS MY HAND AND SEAL, on the date and place above-written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022.

ANNEX "A" TO THE JOINT VENTURE AGREEMENT BETWEEN THE CITY GOVERNMENT OF PASIG
AND THE PRIVATE SECTOR PROPONENT FOR THE PASIG CITY HEMODIALYSIS CENTER

WHEREAS, according to Section 5.2.e. of the Joint Venture Agreement (JVA), the continuation of the operations of the existing hemodialysis centers in CHAMP, Manggahan, and in the PCGH shall be on the account and shall be the responsibility of the Pasig City Government until such time that the hemodialysis machines shall no longer be useable;

WHEREAS, The Private Sector Proponent (PSP) shall then, at the end of the lifetimes of said machines, per center, have the right of first refusal to replace said machines and operate the same, subject to the same terms and sharing scheme outlined in Section 6 of the JVA.

WHEREAS, the following comprise the details of the existing hemodialysis machines in the centers in the aforementioned areas, particularly the actual machine hours used as basis of the lifetime of said machines, to be used as a reference purposes for the continued operations of the Pasig City Government until such time that the machines are no longer operating.

PGCH HEMODIALYSIS EXTENSION UNIT

	DESCRIPTION	SERIAL NUMBER	DATE PURCHASED	DATE INSTALLED	NO. OF HOURS*
1	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504436	09/27/2017	10/25/2018	2,412
2	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504329	09/27/2017	10/25/2018	2,660
3	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504401	09/27/2017	10/25/2018	2,968
4	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504327	09/27/2017	10/25/2018	2,847
5	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504185	09/27/2017	10/25/2018	2,890
6	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504322	09/27/2017	10/25/2018	2,934
7	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504181	09/27/2017	10/25/2018	2,742
8	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504180	09/27/2017	10/25/2018	2,714
9	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504323	09/27/2017	10/25/2018	2,463
10	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504518	09/27/2017	10/25/2018	1,923
11	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504183	09/27/2017	10/25/2018	1,504
12	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504326	09/27/2017	10/25/2018	2,454
13	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504365	09/27/2017	10/25/2018	966
14	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504324	09/27/2017	10/25/2018	1,878
15	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504435	09/27/2017	10/25/2018	2,375
16	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504364	09/27/2017	10/25/2018	2,663
17	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504402	09/27/2017	10/25/2018	2,686
18	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504182	09/27/2017	10/25/2018	3,215
19	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504328	09/27/2017	10/25/2018	389
20	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504363	09/27/2017	10/25/2018	3,435
21	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504517	09/27/2017	10/25/2018	3,421
22	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504516	09/27/2017	10/25/2018	3,419
23	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504362	09/27/2017	10/25/2018	3,374
24	Hemodialysis Machine (B'Braun Dialog +) – Evo Lite	504186	09/27/2017	10/25/2018	3,342

*As of March 21, 2021

*Years in Service of machines: Four (4) years

MANGGAHAN SUPERHEALTH DIALYSIS CENTER

DESCRIPTION	SERIAL NUMBER	ACTUAL MACHINE HOURS
Dialog+ Evolution	SN 219502	Power Supply DEFECTIVE
Dialog+ Evolution	SN 219505	4156 Hours
Dialog+ Evolution	SN 219504	4496 Hours
Dialog+ Evolution	SN 219500	3563 Hours
Dialog+ Evolution	SN 219499	4093 Hours
Dialog+ Evolution	SN 219502	5061 Hours
Dialog+ Evolution	SN 219502	6152 Hours
Dialog+ Evolution	SN 219502	5022 hours

*As of August 26, 2021 (Preventive Maintenance)

ROSARIO SUPERHEALTH DIALYSIS CENTER

SERIAL NUMBER	SERIAL NUMBER	ACTUAL MACHINE HOURS
Dialog+ Evolite	SN 510248	2441 Hours
Dialog+ Evolite	SN 510285	2251 Hours
Dialog+ Evolite	SN 510197	2662 Hours
Dialog+ Evolite	SN 510251	2151 Hours
Dialog+ Evolite	SN 510289	1624 Hours

*As of September 13, 2021

**ANNEX "B" TO THE JOINT VENTURE AGREEMENT BETWEEN
THE CITY GOVERNMENT OF PASIG AND THE PRIVATE SECTOR PROPONENT
FOR THE PASIG CITY MEGA DIALYSIS CENTER**

MINIMUM PERFORMANCE STANDARDS AND SPECIFICATIONS

For the guidance of all interested parties in submitting their comparative proposals, the following shall comprise the minimum performance and specifications (MPSS) in the procurement and service of renal facilities/operations by a PSP:

1. Major Medical Component/Equipment
 - a. Operations should meet the minimum standards imposed by the Department of Health on the regulation and licensure of dialysis clinics, specifically Part V thereof on Physical Facilities.
 - b. At the minimum, to meet the Unsolicited Proposal, the PSP must provide the following major components from the start of operations:
 - i. At least 79 units Hemodialysis Machines
 - ii. At least 79 units Recliner dialysis chairs
 - iii. 1 Emergency cart and supplies, preferably with spare e-cart with supplies
 - iv. 1 DOH standard defibrillator & ECG unit
 - v. 3 units Reverse Osmosis System
 - vi. 4 units Re-Use Machine 5 in 1
 - vii. Patient Information System
 - viii. Miscellaneous
 - a. License to Operate
 - b. High Flux Dialyzer – Initial Stocks: 2,520 units (3 months)
 - c. Consumables – Initial Stocks: 10,080 sessions (3 months)
 - d. Trainings and Certifications of Personnel
2. Other Medical Components
 - a. Operations should meet the minimum standards imposed by the Department of Health on the regulation and licensure of dialysis clinics, specifically Part V thereof on Physical Facilities, including sanitation thereof.
3. Performance Standards
 - a. Operations should meet the latest minimum standards imposed by the Department of Health and Philippine Health Insurance Corporation on the regulation, licensure, and accreditation of dialysis clinics.
 - b. The PSP must submit documented Standard Operating Procedures (SOP) to be approved by the DOH, as required under DOH A.O. No. 2012-0001 for all Dialysis Clinics. The SOP must contain policies and procedures on patient services, waste management, transfer protocol, etc. and adhere as much as possible to the Philippine Society of Nephrology Guidelines in the Operation of Hemodialysis Centers. During the term of the JV, the PSP must strictly comply with the approved SOP.
 - c. Clinic operations should adhere to PSN-PSMID-PHICS Interim Guidelines in the Prevention and Control of COVID19 Infection in Hemodialysis Facilities.

KEY PERFORMANCE INDICATORS

Performance Measure	Threshold for Evaluation
Urea reduction ratio	90% of patient with URR of $>.75$
KT/V	90% of patients with $KT/V \geq 1.4$
Hematocrit	65% of patients with $HCT >33$
Hemoglobin	65% of patients with $HGB > 11$ g/dL
Ferritin level	90% of patients with ferritin levels between 100-200 ug/L
Transferrin saturation (TSAT) level	90% of patients with TSAT of $>25\%$
Parathyroid	60% of patient with PTH of 150-300
Albumin	60% of patients with an albumin ≥ 3.8 g/dL
Blood pressure	Pre-dialysis BP of $<140/90$
Hospitalization rate	≤ 10 days/patient/year
Missed treatments	90% of patients with <1 missed treatment/quarter
Crude mortality rates	$\leq 18\%$ /year
Peritonitis rates	If with PD unit, should be less then 0.33 peritonitis episodes per patient year
Type of vascular access	AVF/AV graft $> CVC$
Clotting events with vascular access	$<10\%$ clotting events
Hemodynamic instability	$< 10\%$ of dialysis sessions with symptomatic intradialytic hypotension
Blood stream infection	< 1.0 will develop blood stream infection
Frequency of report generation	Monthly
Comparative analysis of performance data	Current performance compared with past performance once every quarter
Zero-balance billing	100% zero balance billing for the hemodialysis procedure
Efficiency in filing of claims from PHIC, Malasakit Centers, etc.	90% of claims are completely and timely filed