



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Health and Sanitation</i>		RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH-TREATMENT AND REHABILITATION CENTER, BICUTAN FOR THE IMPLEMENTATION OF DRUG TREATMENT AND REHABILITATION FACILITY AND INTERVENTION FOR DRUG DEPENDENTS IN THE CITY OF BACOR.	PCR-206-2023	
V E N U E	<i>S.P. Session Hall, 2ND Floor, Bacoor Government Center</i>		D A T E / T I M E	<i>January 30, 2023 10:30 A.M. (Regular Session)</i>

COMMITTEE REPORT NO. HS-003-S-2023

Under RA 747, which states that the DOH may regulate the collected fees to be charged against the patients in government and charity clinics proportionate to their financial capabilities. Likewise the aforesaid law required LGU to appropriate portion of their annual budget to assist the enforcement of the said law by giving preventive or educational programs and the rehabilitation or treatment of drug dependents.

In order to strengthen the City Government of Bacoor's campaign for Drug-free Barangays, the Committee through its Chairman Hon. Alde Joselito Pagulayan recommends **GRANTING** the requested resolution for the above-mentioned subject matter, authorizing Hon. Mayor Strike B. Revilla to sign the memorandum of agreement with the Department of Health-Treatment and Rehabilitation Center, Bicutan for the implementation of Drug Treatment and Rehabilitation Facility and intervention for drug dependents in the City of Bacoor.



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WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 20th day of February 2023 at the City of Bacoor, Cavite.

Committee on Health and Sanitation



COUN. ALDE JOSELITO PAGULAYAN
Chairman



COUN. VICTORIO GUERRERO JR.
Vice Chairman



COUN. CATHERINE SARINO-EVARISTO
Member



COUN. REYNALDO PALABRICA
Member



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**MINUTES OF COMMITTEE HEARING
NO. HS-003-S-2023**

The Presiding Officer Hon. Rowena Bautista-Mendiola presided over the 28th Regular Session of the 5th Sanggunian Panlungsod. Atty. Khalid Atega Jr., Secretary of the Sangguniang Panlungsod, called the roll.

After the advance review and consultation with the Legal Services Office, Committee Chairman Hon. Alde Joselito Pagulayan reiterated that the said agreement is in accordance with the programs & projects of the City Government of Bacoor, Cavite confirmed to be beneficial to our people, the proposed resolution was affirmed by the Chair upon the recommendation of Hon. Pagulayan.

Prepared by:


PETER ADRIAN F. BORJA
Local Legislative Staff Assistant I

Attested by:


COUN. ALDE JOSELITO F. PAGULAYAN
Chairman-Committee on Health and Sanitation



F.5 For First Reading: PCR 206-2023 - RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH-TREATMENT AND REHABILITATION CENTER, BICUTAN FOR THE IMPLEMENTATION OF DRUG TREATMENT AND REHABILITATION FACILITY AND INTERVENTION FOR DRUG DE PENDENTS IN THE CITY OF BACCOOR.



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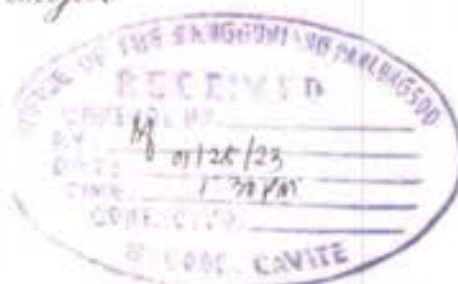
CITY OF BACCOOR

Office of the Mayor

January 24, 2023

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite



THRU: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the Memorandum of Agreement with the Department of Health - Treatment and Rehabilitation Center Bicutan

Dear Hon. Bautista-Mendiola:

Per letter-request, dated January 24, 2023, from Dr. Ivy Marie C. Yrastorza, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate action that will grant me the authority to enter into and sign the abovementioned Memorandum of Agreement. The said agreement is in consonance with the projects and programs of the undersigned that will be beneficial to the people of Bacoor.

Attached herewith is the aforementioned letter, together with its attachments, for your immediate reference.

Sincerely yours,


STRIKE B. REVILLA
City Mayor



Office of the Mayor **Strike B. Revilla**
Address: Governor Guillermo C. Orosa, Bacoor City - P.O. Box 100, Bacoor City, Cavite
Telephone: 456-1111 | Website: www.bacoor.gov.ph



Republic of the Philippines
Province of Cavite

CITY OF BACOR
CITY HEALTH OFFICE



January 24, 2023

HON. STRIKE B. REVILLA
City Mayor

Re . Request for City Resolution authorizing the City Mayor to enter into a Memorandum of Agreement with the Department of Health – Treatment and Rehabilitation Center Bicutan

Dear Mayor Revilla,

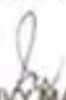
Greetings!

As we are strengthening our campaign against drugs and the City Government is aiming for Drug-free barangays, may I respectfully request for a Sangguniang Panlungsod Resolution allowing the City Mayor to enter into a Memorandum of Agreement with the Department of Health – Treatment and Rehabilitation Center Bicutan. T

Attached herewith is the copy of the Memorandum of Agreement for your perusal.

Hoping for your favorable response. Thank you very much.

Respectfully yours,


DR. IVY MARIE C. YRASTORZA
City Health Officer I



• City Health Office of Bacor, Sagip Buhay and Recovery City Health Center Building,
Bacor Government Center, Bayanan City of Bacor • bacor.esu@outlook.ph • (046) 435-3420 •



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and executed by and between:

The **DEPARTMENT OF HEALTH-TREATMENT AND REHABILITATION CENTER BICUTAN (DOH-TRC BICUTAN)** a free standing residential facility under the Department of Health, with address at 5th Road, Camp Bagong Diwa, Upper Bicutan, Taguig City, represented in this act by its Chief of Hospital III, **ALFONSO A. VILLAROMAN, MD., FPCAM, FPSMS**, hereinafter referred to as the "**FIRST PARTY**;"

-and-

The _____, a Local Government Unit represented by its City Mayor, _____, with office address at the Office of the City Mayor, City Government of Muntinlupa, _____, hereinafter referred to as the "**SECOND PARTY**;"

The First Party and Second Party shall be collectively referred to as the "Parties;"

WITNESSETH:

WHEREAS, under Section 75 of RA 9165, otherwise known as the "Comprehensive Dangerous Drugs Act of 2002," the Department of Health was tasked to oversee and monitor the integration, coordination and supervision of all drug rehabilitation, intervention, after-care and follow-up programs, projects and activities as well as the establishment, operations, maintenance and management of privately owned drug treatment rehabilitation centers;

WHEREAS, the **FIRST PARTY** is a free standing residential drug treatment and rehabilitation facility under the Department of Health, with DOH Certificate of Accreditation No. 13-003-17-550-DR-1;

WHEREAS, a drug dependent or any person who violates Section 15 of RA 9165 may undergo Voluntary Submission to Confinement, Treatment and Rehabilitation or Compulsory Confinement when he refuses to apply under the voluntary submission program;

WHEREAS, Section 74 of the same law provides that the parent, spouse, guardian or any relative within the fourth degree of consanguinity of any person who is confined under the voluntary submission program or compulsory submission program shall be charged a certain percentage of the cost of his/her treatment and rehabilitation;

WHEREAS, under pertinent law (RA 747), the Department of Health may regulate and collect fees to be charged against patients in government and charity clinics proportionate to their financial capacities;

WHEREAS, under the aforesaid law¹, Local Government Units are required to appropriate a substantial portion of their respective annual budgets to assist in or enhance the enforcement of the said law by giving priority to preventive or educational programs and the rehabilitation or treatment of drug dependents;

¹ Article VI Section 51 RA 9165



WHEREAS, patient classification is defined by the DOH Administrative Order No. 51-A, series of 2000 otherwise known as the Implementing Guidelines on the Classification of Patients and Availment of Medical-Social Service in Government Hospitals and implements a Cost Sharing Scheme/Mode of payment with the concerned local government unit. The scheme shall be the basis for the classification of indigent patients referred to in this Agreement;

WHEREAS, taking into consideration the participation of the PARTIES in the rehabilitation of drug dependents as mandated by RA 9165, the parties agreed to execute this Memorandum of Agreement (MOA), which shall govern the referral and/or admission for treatment and rehabilitation of drug dependents referred by the **SECOND PARTY** to the **FIRST PARTY**.

NOW THEREFORE, in consideration of the foregoing premises and the covenants hereunder, the parties hereby agree:

I. MONTHLY COST SHARING RATE

The Parties hereby agree that the cost sharing rate of the **SECOND PARTY** per admitted first time indigent drug dependent/patient in the **FIRST PARTY**'s facility is **SEVEN THOUSAND FIVE HUNDRED PESOS (P7,500.00)** per month upon sending a monthly billing statement to City Government of _____ for a minimum period of six (6) months.

II. SCOPE OF SERVICES

The **FIRST PARTY** agrees to provide treatment and rehabilitation program to indigent patients up to three (3) months intensive aftercare program referred by the **SECOND PARTY**.

The following services shall also be shouldered by the **SECOND PARTY** in addition to the above stated cost sharing rate: a. laboratory services that will be performed during patient's admission: Drug test - P200.00, Fecalysis - P70.00, CBC - P120.00, Urinalysis - P80.00, ECG - P150.00, X-Ray - P250.00, Apicolordotic View - P200.00, Pregnancy Test - P100.00, RT-PCR Test - P1,700.00 with a total cost of P2,870.00 b. Drug Dependency Examination prior to admission amounting to P 1, 000.00 c. cost of the three months intensive aftercare program amounting to P5,400.00 per patient to be billed after enrolment with Aftercare Program.

III. REFERRAL OF DRUG DEPENDENTS/PATIENTS

Referral of indigent drug dependents who are residents of _____ shall be made by the **SECOND PARTY** thru its Anti-Drug Abuse Council (ADAC).

IV. OBLIGATIONS

A. THE FIRST PARTY shall:

- 1) Determine and collect fees to be charged against first time drug dependents for admission, inclusive of the medical requirements and three months of intensive after care program.
- 2) Conditionally admit patients with a Letter of Recommendation/Endorsement and Guarantee Letter from the **SECOND PARTY** through the Anti-Drug Abuse Council (ADAC) and subject to issuance of the necessary Court Order before or during admission.
- 3) Submit to (ADAC) a monthly report of treatment and rehabilitation and the Statement of Account due for payment by the **SECOND PARTY**.
- 4) Furnish (ADAC) with a copy of the recommendation for the release of the patient for its monitoring after a minimum of six months confinement; and



5) Submit to (ADAC) a monthly individual report of the three months intensive Aftercare Program and corresponding recommendation to the Local Social Services Department for the remaining 15 months of Aftercare Program specifying Treatment Plan that would be helpful and contributory to the patient's holistic recovery, as well as the conduct of the aftercare program.

B. THE SECOND PARTY shall:

1) Through (ADAC) and/or its authorized representative, shall issue a Letter of Recommendation/Endorsement and a Guarantee Letter on behalf of the patient, AFTER the letter has complied with the necessary pre-admission requirements and compliance with the necessary requirements for the availment of financial assistance from the **SECOND PARTY**.

FIRST PARTY shall rely on Court Orders, written records, letters and instructions submitted by the **SECOND PARTY** pertinent to the identification of the drug dependents. The **SECOND PARTY** shall be liable to the **FIRST PARTY** for any damages, expenses or loss which the latter may incur by reason of such reliance to said former written records or instruction.

In case of referral by the **SECOND PARTY** of a patient without supporting Court Order, the **SECOND PARTY** undertakes to coordinate with the Court and inform the confinement and referral of the patient in the **FIRST PARTY**'s facility in order to obtain the said Court Order.

2) Receive documents such as Court Order, Drug Dependency Evaluation (DDE), Medical Laboratory Diagnostic Result and Letter of Guarantee/Endorsement from applicants and promptly forward copies thereof to the **FIRST PARTY**.

3) Evaluate applications of patients who wish to avail the program/s herein and recommend and/or approve the financial assistance to be given to the patients.

4) Conduct RT PCR or swab testing for COVID 19 for all patients to be referred to the **FIRST PARTY** and submit the results to it prior to patient's admission.

5) Furnish the **FIRST PARTY** the Commitment Waiver signed by the patient or by his/her family. The waiver shall be proof that patient has voluntarily submitted himself to treatment and rehabilitation.

6) Pay in full the corresponding monthly Cost-Sharing Fee of qualified first time indigent patients to cover their treatment and rehabilitation expenses amounting to **SEVEN THOUSAND FIVE HUNDRED PESOS (P7,500.00)** per patient for the entire residential treatment program.

7) Extend a practicable assistance for emergency Medication, Hospitalization through Local City Hospital and other emergency health related miscellaneous expenses of patient while under the care of the First Party.

8) Provide transportation for patients when summoned for Court Hearing.

V. CONFIDENTIALITY

Both the **FIRST PARTY** and the **SECOND PARTY** agree that the records of the patients admitted in the Center shall remain confidential and shall not be used against him for any purpose, except to determine the number of times he/she has voluntarily or involuntarily submitted himself for confinement, treatment and rehabilitation in the Center or any other facility recognized by the Center.



VI. DISCLAIMER

If the patient, for whatever reason, could not finish the already paid Treatment and Rehabilitation procedure, the remaining amount from the financial assistance given to the patient shall be refunded to the City Government on a semi-annual basis subject to pertinent accounting and auditing rules and regulations.

The **FIRST PARTY** shall immediately notify the **SECOND PARTY** of any incidence of escape or demise of admitted patients for monitoring. Account shall be reconciled with the **FIRST PARTY's** Finance Division for any receivables on monthly basis.

VII. AMENDMENTS

Any amendments and/or modifications to this Agreement should be in writing and signed by the parties. Any annexes to this Agreement shall likewise be signed by the parties.

VIII. SEPARABILITY CLAUSE

If for any reason and part or provision of this Agreement shall be declared unconstitutional or invalid, other parts or provisions hereof not affected shall remain in full force and effect.

IX. EFFECTIVITY OF THE AGREEMENT

This Memorandum of Agreement shall be in effect for a period of one (1) year, unless it is revoked by either of the contracting parties for any violation of terms herein prior to the stated term of termination.

This Agreement may be renewed for the same period of time with the Parties signifying to renew this Agreement, at least thirty (30) days before the expiration of the term stated herein.

In case of the failure of the Parties to renew this Agreement after they have signified their intention to renew the same, this Agreement shall be deemed renewed from month to month, until a new Agreement is executed.

IN WITNESS WHEREOF, the representatives of the parties have signed this Memorandum of Agreement on the _____ day of _____, 2022 in the City of _____.

For DOH TREATMENT and
REHABILITATION Center Bicutan

Dr. ALFONSO A. VILLAROMAN, MD, FPCAM, FPSMS
Chief of Hospital III

Mr. RICKY G. GABORNO, MBA
Financial & Management Officer II

For the City Government of _____

City Mayor

Head ADAC



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
S.S)

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

ALFONSO A. VILLAROMAN
Chief of Hospital III
DOH TRC BICUTAN

City Mayor

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as those of the entities they represent.

This instrument refers to a Memorandum of Agreement and consists of seven (5) pages including this page on which this acknowledgement is written, duly signed by the parties hereto and their instrumental witnesses on each and every page hereof

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

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