

Province of Cavite

City of Bacoor

RECEIVED

## 5th SANGGUNIANG PANLUNGSOD

	COMMITTEE/S	TITLE OF PROPOSED MEASURE	CONTROL NUMBER		
Committee on Health and Sanitation		RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF		PCR-227-2023	
V E N U E	Sangguniang Panlungsod Session Hall, 2 <sup>ND</sup> Floor, Bacoor Government Center	MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE DEPARTMENT OF HEALTH, TAGAYTAY TREATMENT AND REHABILITATION CENTER TO STRENGTHEN THE CAMPAIGN AGAINST DRUGS AND TO ACHIEVE DRUG-FREE BARANGAYS IN THE CITY OF BACOOR.	D A T E / T I M E	February 20, 2023 09:15 A.M. (Regular Session)	

## COMMITTEE REPORT NO. HS-004-S-2023

After the review of the submitted Memorandum of Agreement, the members of the Committee on Health and Sanitation find it in consonance with the projects and programs of the Hon. Mayor Strike B. Revilla which is necessary and beneficial to Bacoor City's campaign against drugs and in achieving drug-free community.

## RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Committee on Health and Sanitation through its Chairperson Hon. Alde Joselito Pagulayan hereby recommends the **APPROVAL** of the request to **PASS** a resolution authorizing Hon. Mayor Strike B. Revilla to sign the Memorandum of Agreement on behalf of the City Government of Bacoor and the Department of Health, Tagaytay Treatment and Rehabilitation Center.



## Republic of the Philippines Province of Cavite City of Bacoor

## 5th SANGGUNIANG PANLUNGSOD

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

Signed this 27th day of February 2023 at the City of Bacoor, Cavite.

#### Committee on Health and Sanitation

COUN. ALDE JOSELITO F. PAGULAYAN

Chairman

COUN. VICTORIO L. GUERRERO JR.

Vice Chairman

ACTING CITY VICE-MAYOR
COUN. CATHERINE SARINO-EVARISTO

Member

COUN. REYNALDO D. PALABRICA

Member



COMMITTEE/S  Committee on Health and Sanitation		TITLE OF PROPOSED MEASURE	PCR-227-2023		
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## MINUTES OF COMMITTEE HEARING NO. HS-004-S-2023

In the letter dated 13 February 2023 from Dr. Ivy Yrastorza, City Health Officer 1, City of Bacoor, addressed to Hon. Mayor Strike B. Revilla, City of Bacoor, RE: REQUEST FOR CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH – TAGAYTAY TREATMENT AND REHABILITATION CENTER.

The committee finds the Memorandum of Agreement necessary and beneficial to Bacoor City's campaign against drugs and to achieving a drugfree community. Upon review, the following were considered:

> The DOH-TTRC is mandated under Republic Act No. 9165 series 2002 (R.A. 9165 s.2002, otherwise known as the "Comprehensive Dangerous Drugs Act of 2002" to treat and rehabilitate drug dependents in the country to re-integrate them into society;



## Republic of the Philippines Province of Cavite City of Bacoor

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- R.A. 9165 enjoins the family, schools, Local Government Units (LGUs) and various sectors of society to participate in the effort, to contain the problem on drug addiction;
- The pursuant to the Philippine Anti-Drugs (PADS), the Department is tasked, among others, to enjoin all LGUs to revitalize and strengthen their respective Anti-Drug Abuse Councils (ADACs) to ensure their functionality and effectiveness;
- 4. The vision of DOH-TTRC is to become a strong partner in the establishment of drug-free Philippines, particularly in the CALABARZON region. Hence, the DOH-TTRC is in partnership with the LGU in its Performance Audit to be conducted by the ADAC.

The said agreement is in consonance with the projects and programs of the Hon. Mayor Strike B. Revilla.

Prepared by:

PETER ADRIAN F. BORJA

Local Legislative Staff Assistant I

Attested by:

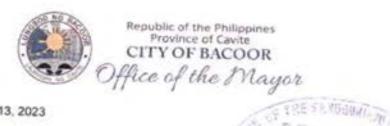
COUN. ALDE JOSELITO F. PAGULAYAN

Chairman

Committee on Health and Sanitation



F.1.5 PCR 227-2023 - RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE DEPARTMENT OF HEALTH, TAGAYTAY TREATMENT AND REHABILITATION CENTER TO STRENGTHEN THE CAMPAIGN AGAINST DRUGS AND TO ACHIEVE DRUG-FREE BARANGAYS IN THE CITY OF BACOOR.



February 13, 2023

HON. ROWENA BAUTISTA-MENDIOLA

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

THRU: Atty. Khalid Atega, Jr.

SUBJECT: Request for Authority to Enter Into and Sign the

Sangguniang Panlungsod Secretary

Memorandum of Agreement with the Department of Health -

Tagaytay Treatment and Rehabilitation Center

Dear Hon. Bautista-Mendiola:

Per letter-request, dated February 13, 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 in strengthening the City of Bacoor's campaign against drugs and in achieving drug-free barangays therein.

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

Sincerely yours.

BITTED

II'M AM

Henneh

STRIKE B. REVILLA City Mayor











February 13, 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 – Tagaytay Treatment and Rehabilitation Center

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 – Tagaytay Treatment and Rehabilitation Center.

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





#### MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Agreement made and entered into by and between:

The DEPARTMENT OF HEALTH-TAGAYTAY TREATMENT AND REHABILITATION CENTER (DOH-TTRC), a government agency existing under the laws of the Republic of the Philippines, with address at Conchu Rd., Brgy. Conchu, Trece Martires City, represented by Ma. Teresa C. Inigo, MD, FPCAM, CESE, in her capacity as the Chief of Hospital III, hereinafter referred to as the "FIRST PARTY".

#### AND

The CITY GOVERNMENT OF BACOOR, CAVITE with office address at Molino Blvd., Bacoor, Cavite, represented by Hon. Strike B. Revilla, in his capacity as the City Mayor, hereinafter referred to as the "SECOND PARTY".

## WITNESSETH, that:

WHEREAS, the DOH-TTRC is mandated under Republic Act No. 9165 (R.A. 9165), otherwise known as the "Comprehensive Dangerous Drugs Act of 2002," to treat and rehabilitate drug dependents in the country in order to re-integrate them into society;

WHEREAS, by virtue of Section 75 of RA 9165, the management, operation and maintenance of all government treatment and rehabilitation facilities were transferred to the Department of Health;

WHEREAS, Article VII of RA 9165 highlighted the important participation of Local Government Units (LGUs) in safeguarding the citizenry from the harmful effects of dangerous drugs through the establishment of Special Drug Education Centers (SDECs), continuous conduct of advocacy activities, and allocation of resources.

WHEREAS, R.A. 9165 enjoins the family, schools, Local Government Units (LGUs) and various sectors of the society to participate in the effort to contain the problem on drug addiction;

WHEREAS, pursuant to the Philippine Anti-Drugs Strategy (PADS), the Department is tasked, among others, to enjoin all LGUs to revitalize and strengthen their respective Anti-Drug Abuse Councils (ADACs), ensure its functionality, and effectiveness.

WHEREAS, the Department of Interior and Local Government- Dangerous Drugs Board (DILG-DDB) Joint Memorandum Circular (JMC) No. 2018-01 was issued which provides for the implementing guidelines on the functionality and effectiveness of local ADACs. The JMC sets the main indicators as measurement for performance of duties and responsibilities in support to drug-affectation reduction;

WHEREAS, the DILG issued Memorandum Circular No. 2018-159 entitled Implementation of the 2017 ADACs Performance Audit,

WHEREAS, the performance audit aims to gather data on ADAC functionality and effectiveness and to determine the highly functional ADACs nationwide:



WHEREAS, the vision of DOH-TTRC is to become a strong partner in the establishment of drug-free Philippines, particularly in the CaLaBaRZon region. Hence, the DOH-TTRC is in partnership with the LGU in its Performance Audit to be conducted by the ADAC;

NOW, THEREFORE, for and in consideration of the foregoing premises, the DOH-TTRC, and the City Government of Bacoor agree and stipulate the following:

#### I. OBLIGATIONS OF THE FIRST PARTY:

Assist the patients referred to by the ADAC of the City of Bacoor for admission with court order and shall be entitled to the following programs/ services:

## 1. Residential in-Patient Treatment and Rehabilitation

#### a. Medical Support

The Medical Officer on Duty shall attend the patient's medical needs, specifically, medical consultation and treatment and medical emergencies.

The Medical and Nursing staff of the Center shall also provide comprehensive health care services ranging from physical examination, treatment and follow-up of illnesses and other medical problems.

#### b. Dental Services

The DOH- Tagaytay TRC shall schedule a regular dental check-up of the admitted patients. Free dental services include oral examination, oral health consultation and issuance of Dental Certificate.

#### c. Psychological Services

Patients shall be provided psychological exam and assessment upon admission to the center, before trial discharge and as needed. In times that the First Party does not have its own psychiatrist, the professional fee for the attending/visiting Psychiatrist under MOA shall be shouldered by the patient/petitioner.

In cases where the patient's psychiatric disorder would later manifest psychotic signs and symptoms, he shall be referred to a psychiatrist for further evaluation. If medications would work and the patient can tolerate the program, he will be observed further and be allowed follow-up with psychiatrist as necessary. However, if the patient cannot be controlled by medications and further deteriorates, the court will be informed of the situation and recommend discharge for psychiatric management outside the facility or refer to the appropriate medical center.

#### d. Social Services

The Medical Social Work Section shall assist the patient in restoring their social, personal, familial, psychological, emotional impairment and go back to their normal functioning by providing various intervention and therapeutic activities.

Patients shall be provided with individual counseling, group counseling, family counseling and crisis intervention.

#### e. Drug Awareness Advocacy Program:

. Psychoeducation in drugs:



- ii. Smoking cessation lecture;
- Human Immunodeficiency Virus (HIV)/ Acquired Immunodeficiency Syndrome (AIDS) orientation;
- iv. Life Testimony; and
- Suggestions and Recommendations relative to the Drug Advocacy Activities of the City of Bacoor.

Periodically and upon the request of the Second Party, the First Party shall provide analysis and recommendations regarding the activities and measures undertaken to combat drug abuse, including, but not limited to, the following issues:

Capacity and effectiveness of the drug prevention programs of the City Government of Baccor.

Below shows the patient category and share:

Class A/B 100%)	-	Php 8, 406.00 (Total Cost of Services x
Class C1		Php 6, 305.00 (Total Cost of Services x 75 %)
Class C2	2	Php 4, 203.00 (Total Cost of Services x 50 %)
Class C3	4	Php 2, 100.00 (Total Cost of Services x 25 %)
Class D (Indigent)		Full Social Services

## 2. Outpatient and Aftercare Services

The Center shall provide services that will help recovering patients to adopt in everyday community life, after completing earlier phases of treatment and rehabilitation. This provides a safe environment for continued support until it is no longer needed.

It shall be mandatory that the patient report to undergo the program for not more than eighteen (18) consecutive months in accordance to the provisions of Republic Act No. 9165, otherwise known as the Comprehensive Dangerous Drugs Act of 2002. The patient is required to report to the Center for at least once a month for monitoring and evaluation or as often as may be determined and recommended by the Center.

Included are the following services:

- a. Group Counselling Sessions:
- Individual Counselling Sessions;
- c. Family Education and Family Function Program,
- d. Psychoeducation Lectures;
- e. Psychological Assessment:
- Psychotherapeutic Management,
   Screening and Assessment of PV
- g. Screening and Assessment of PWUDs.
   h. Community/ School Advocacy, and
- i. HIV/ AIDS and STI Seminars

Below shows the patient category and share

OPAC PROGRAM	DURATION	CATEGORY	TOTAL PAYMENT	MONTHLY PAYMENT	
Intensive	six (6)	AB	P7,200.00	will vary	
Outpatient	months	C1	P5,400.00	depending on	



Program (IOP)		C2	P3,600.00	downpayment		
		C3	P1,800.00			
		D	Indigent	Indigent		
		AB .	P6,300.00			
Aftercare Post	Eighteen	C1	P4,725.00	will vary depending on		
Residential	(18)	C2	<b>P</b> 3,150.00	the		
(APR)	months	C3	P1,575.00	downpaymen		
3000		D	Indigent	Indigent		
		AB	P3,150.00	elitrary depending or the		
Aftercare Post	ost Nine (9) - atient months	C1	<b>#2,362.50</b>			
Outpatient		C2	P1,575.00			
(APO)		C3	P787.50	downpayment		
		D	Indigent	Indipent		



#### 3. Drug Dependency Examination

Drug Dependency Examination shall be conducted by a DOH Accredited Physician with the following fees:

Classification	Discount	Amount
Class A and B	Full Payment	Php 1,000.00
Class C1	25% discount	Php 750.00
Class C2	50% discount	Php 500.00
Class C3	75% discount	Php 250.00
Class C4	90% discount	Php 100.00
Class D	Full Social Service (Indigent)	0

## II. OBLIGATIONS OF THE SECOND PARTY:

 Financial Assistance to Patients coming from the City Government of Baccor;

## FOR ADMITTED PATIENT:

- The Second Party shall provide assistance under the Aid to Individual Crisis Situation (AICS) fund to its admitted patients in securing Voluntary Commitment and Court Order or Suspended Trial (ST) and other necessary legal documents pertinent to their confinement to the Center
- The Second Party shall pay the monthly cost sharing fee per patient based on classification upon assessment of the Medical Social Worker of DOH- Tagaytay TRC. In no case shall the Second Party pay an amount lower than Two Thousand One Hundred Pesos (P2.100.00) or Category C3, per month per patient.
- The Second Party may provide financial assistance for the uniform set to its indigent patients.
- The Second Party or relatives shall provide/pay for the medicines needed by the referred patients in the event the prescribed medicines are not available in the Center

# II. FOR PATIENT ENROLLED IN THE OUTPATIENT AND AFTERCARE PROGRAM

 The Second Party shall pay the monthly cost sharing fee per patient based on classification upon assessment of the Medical Social Worker of DOH- Tagaytay TRC. In no case shall the Second Party pay an amount lower than Category C3.

## III. FOR PATIENT AVAILING DRUG DEPENDENCY EXAMINATION

 The Second Party shall pay an amount for each patient based on classification upon assessment of the Medical Social Worker of DOH- Tagaytay TRC. In no case shall the Second Party pay an amount lower than Category 3 specifically Two Hundred Fifty (P250.00).



#### iv. PROCEDURE FOR PAYMENT

- A Statement of Account shall be sent by the First Party every 30<sup>th</sup> day of the month, representing patient's bill for the current month.
- Advance copy of Statement of Account shall be sent thru email of a designated personnel.
- Payments shall be made on the 15<sup>th</sup> day of the following month to:
  - Account Name DOH Treatment and Rehabilitation Center Tagaytay City Hospital Income
  - Account Number: 1502-1056-78

## b. Social Services, After-Care and Follow-up Program:

- The Second Party may provide financial assistance for the Family Care Program, seminars on Patient's Rights and family symposium including visitation of the immediate families.
- The Second Party may invite concerned Local Government Units (LGUs) and Non-Governmental Organizations (NGOs) who may benefit from said programs.
  - Allot time and make a schedule for each school participant, and
  - Provide audiovisual equipment to be used for presentation.

#### c. Conduct of Critical Care

 In cases where the patient is in critical condition, the Second Party shall provide assistance for admission to any of its accredited hospitals as well as ambulance service or any means of transportation, if needed.

## d. Provisions of Livelihood Program

 The Second Party through its Livelihood Office may provide programs to qualified patients of City Government of Bacoor who are admitted in the DOH-Tagaytay TRC.

#### e. Provision of Skills Development

- The Second Party may develop programs for patients under the youth sector, senior citizen or persons with disability, as prescribed by the Local Government Code.
- The Second Party may likewise assist the Center in providing Basic Computer Literacy Program and Alternative Learning System (ALS) to the said patient.

#### f. Provision of Other Forms of Assistance



- In case of lack of vehicle and/or security manpower of DOH- Tagaytay TRC and upon due notice, the Second Party shall provide a vehicle and police escort during court hearings and hospital visits involving admitted patients coming from the Second Party.
- The Second Party may also provide other forms of assistance to the patients and DOH-Tagaytay TRC in the areas of sports and recreational services, skills training, educational opportunities and job placement or employment assistance.

#### III. Joint Obligations of the Parties

#### Annual review meetings

- The parties shall meet, once a year, to evaluate past activities, discuss current issues, and make future plans pursuant to this MOA.
- The City of Baccor and DOH- Tagaytay TRC agrees that the admission of patients coming from the former shall be within the authorized bed capacity of the Center.

## IV. Confidentiality and Non-Disclosure Clause

The Second Party agrees to receive confidential information in absolute confidence, and shall not distribute, disclose or disseminate any confidential information of the DOH- Tagaytay TRC, unless required by law. This agreement herein shall be binding upon the Second party, his successors and assigns and shall remain in force even after the termination of this MOA.

#### V. Duration:

This Agreement shall take effect on \_\_\_\_\_\_until \_\_\_\_\_Notwithstanding the foregoing, the DOH-TTRC and the City Government of Baccor reserve the right to terminate this Agreement, subject to a thirty (30)-day prior written notice to the other party.

## VI. Separability Clause

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement. In such event, the parties shall consult each other as to the manner by which their original intention can be fulfilled as closely as possible and they will amend this Agreement accordingly.

IN WITNESS WHEREOF, the parties hereof have signed this Agreement on this \_\_\_\_ day of 2021, in



DOH-Tagaytay Treatment and Rehabilitation Center

City Government of Bacoor

MA. TERESA C. IÑIGO, MD, FPCAM, CESE Chief of Hospital III

HON. STRIKE B. REVILLA City Mayor

Signed in the presence of:

LUIS T. CHAN, JR., MD, FPPS Chief Health Program Officer

IVY MARIE YRASTORZA, MD City Health Officer

### **ACKNOWLEDGEMENT**

KEPUBL	JC OF	THE PH	ILIPPI	NES)						
CITY OF			) S.	S						
BEFORE personal	ME, ly appe	a Notary	Publi follow	c in the	provin	nce of	Cavite	this _	day of	_
NAME									ID NO	
MA. TER	ESA C	. IÑIGO	MD, F	PCAM,	CESE					
HON. ST	RIKE	B. REVIL	T					1		
Known acknowle	to me	to be	the s	ame p	ersons heir ow	who	execut act and	ted the	e foregoing instrumen	and
	ument	consisti	ng of se	even (7)	pages				as been signed by the	
Witness	my	hand	and	seal,	this	_	day	of		, in
Doc No. Page No. Book No. Series of 2									Notary Public	