



COMMITTEE ON HEALTH AND SANITATION

COMMITTEE REPORT CHS-PCR-572-2024

Office of the Sangguniang Panlungsod
Received by: Jenet Pring
Date: 7/18/2024
Time: 8:48 am

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the Department of Health Treatment and Rehabilitation Center-Bicutan.*

The above-mentioned subject matter underwent first reading on May 13, 2024 during the 90th Regular Session of the Sangguniang Panlungsod. The said subject matter was referred by the Acting Presiding Officer, City Councilor and President Pro-Tempore Hon. Reynaldo C. Palabrica to the Committee on Health and Sanitation.

FINDINGS:

The Department of Health Treatment and Rehabilitation Center-Bicutan is a free-standing residential drug treatment and rehabilitation facility with outpatient service capability under the DOH, with DOH Certificate Accreditation No. DOH023542.

Under Section 51 of R.A. 9165 (Comprehensive Dangerous Drugs Act of 2002), local government units are required to appropriate a substantial portion of their respective annual budget to assist in or enhance the enforcement of the Act giving priority to preventive or educational programs and the rehabilitation or treatment of drug dependents.

The previous Memorandum of Agreement with the Department of Health Treatment and Rehabilitation Center-Bicutan and the City Government of Bacoor has expired and the Bacoor City Health Officer is requesting for the approval of the above-subject matter.





OFFICE OF THE SANGGUNIANG PANLUNGSOD

RECOMMENDATION:

By the motion of Hon. Rogelio Nolasco duly seconded by all the members of the Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 90th Regular Session.

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

Signed this 13th day of May 2024 at the City of Bacoor, Cavite.

Committee on Health and Sanitation



COUN. REYNALDO C. PALABRICA
Chairman



COUN. LEVY TELA
Vice Chairman



COUN. ALDE PAGULAYAN
Member

COUN. CATHERINE SARINO EVARISTO
Member
(Acting City Vice-Mayor)



COMMITTEE ON HEALTH AND SANITATION

Office of the Sangguniang Panlungsod
Received by: Uenet Pring
Date: 7/15/2024
Time: 8:46 am

EXCERPT FROM THE MINUTES OF REGULAR SESSION CHS-PCR-572-2024

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the Department of Health Treatment and Rehabilitation Center-Bicutan.*

The 90th Regular Session was held last May 13, 2024 at the Session Hall of the Sangguniang Panglungsod. Due to the absence of City Vice Mayor Hon. Rowena Bautista Mendiola for personal reasons, City Councilor and President Pro-Tempore Hon. Reynaldo C. Palabrica presided the Regular Session and was called to order at exactly 10:00 a.m.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod proceeded with the roll call, the approval of the Journal and minutes of the 89th Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

City Councilor Honorable Alde Pagulayan moved for the suspension of the internal rules duly seconded by the members of the Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of agenda item No. F.1.4. PCR-572-2024 –: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the Department of Health Treatment and Rehabilitation Center-Bicutan.,* City Councilor Hon. Rogelio Nolasco moved for the approval of the above-mentioned subject matter.

The motion was unanimously seconded by all the Honorable Members of the 5th Sangguniang Panlungsod and the above-subject matter was **APPROVED**.






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City Councilor Hon. Adrielito Gawaran moved for the adjournment of the 90th Regular Session duly seconded by the majority of the members of the 5th Sangguniang Panlungsod. The regular session was adjourned at exactly 11:00 a.m.

Prepared by:


RONALDO M. VERONA
Staff

Attested by:


COUNCILOR REYNALDO C. PALABRICA
Chairman
Committee on Health and Sanitation



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CGBCR-SPBac-F003.01
04/05/2024

PER 572-2024 - A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF HEALTH TREATMENT AND REHABILITATION CENTER - BICUTAN



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Province of Cavite
CITY OF BACOOR
Office of the City Mayor



CGBCR-MO-02-F003.01
04/05/2024

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May 8, 2024

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor
Bacoor Government Center
Bacoor City, Cavite

RECEIVED BY THE
SANGGUNIANG PANLUNGSOD
MAYOR
DATE: May 8, 2024
BACOOR CITY, CAVITE

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

SUBJECT: Endorsement Letter

Dear Hon. Sarino-Evaristo


I hereby endorse to the esteemed members of the Sangguniang Panlungsod for appropriate action the letter dated 8 May 2024 from Dr. Ivy Marie C. Yrastorza, City Health Officer, manifesting her request for resolution to authorize the undersigned to enter into a Memorandum of Agreement with the Department of Health - Treatment and Rehabilitation Center Bicutan.

Attached herewith is the aforementioned letter including its attachments for your immediate reference.

I trust that you give this matter your utmost consideration.

Sincerely yours


STRIKE B. REVILLA
City Mayor


Atty. Khalid Alegre, Jr.
Sangguniang Panlungsod Secretary



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A copy of this document is available on the Department's website at: www.bacoor.gov.ph
Bacoor, Cavite
Date: May 8, 2024
Atty. Khalid Alegre, Jr.

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Reference No. Dept. 2024

1143

04/05/2024



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DR. WY MARI YONGSONA

REQUEST FOR CITY RESOLUTION REGARDING THE CITY ORDER FOR THE

Remarks:

REMOVAL OF THE DEMONSTRATION OF AGENCIES WITH THE DEPARTMENT
OF HEALTH - DIVISIONS AND ADMINISTRATIVE OFFICE BUILDING

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Office of the Sangguniang Panlungsod



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8 May 2024

HON. STRIKE B. REVILLA
City Mayor

Re: Request for City Resolution authorizing the City Mayor for the renewal of the Memorandum of Agreement with the Department of Health – Treatment and Rehabilitation Center Bicutan

Dear Mayor Revilla,

Greetings!

Please be informed that the Memorandum of Agreement with Department of Health – Treatment and Rehabilitation Center Bicutan has expired hence may I respectfully request for a new City Resolution authorizing the City Mayor to enter into a Memorandum of Agreement with the Department of Health – Treatment and Rehabilitation Center Bicutan.

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

Hoping for your favorable response regarding this. Thank you very much.

Respectfully yours,

DR. IVY MARIE C. YRATORZA
City Health Officer



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MEMORANDUM OF AGREEMENT
(MULTI-YEAR)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement"), made and entered into on _____ by and between

The MUNICIPALITY/CITY OF BACOR, a Local Government Unit existing under the laws of the Republic of the Philippines with principal office address at Office of the Mayor, Bacoor Government Center, City of Bacoor, Cavite, represented herein by its Municipal/City Mayor, HON. STRIKE B. REVILLA, and hereinafter referred to as the "MUNICIPALITY/CITY OF BACOR".

- and -

DEPARTMENT OF HEALTH TREATMENT AND REHABILITATION CENTER - BICUTAN, a free-standing residential with outpatient service capability under the Department of Health (DOH), with address at 5th Road, Camp Bagong Diwa, Upper Bicutan, Taguig City, represented herein by its Medical Center Chief II, ALFONSO A. VILLAROMAN, MD, FPCAM, FPSMS, and hereinafter referred to as the "DOH-TRC BICUTAN".

MUNICIPALITY/CITY OF BACOR and DOH-TRC BICUTAN shall hereinafter be referred to as a "Party" or collectively as "Parties"

WITNESSETH:

WHEREAS, under Section 75 of Republic Act No. 9165 (Comprehensive Dangerous Drugs Act of 2002), the Dangerous Drugs Board, in coordination with the DOH, is 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, DOH-TRC BICUTAN is a free-standing residential drug treatment and rehabilitation facility with outpatient service capability under the DOH, with DOH Certificate Accreditation No. DOH023542;

WHEREAS, a drug dependent or any person who violates Section 15 of R. A. 9165 may either undergo Voluntary Submission to Confinement, Treatment and Rehabilitation or Compulsory Confinement when he refuses to apply under the voluntary submission program under Sections 54 and 61 of the same law;

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04/05/2024

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 treatment and rehabilitation;

WHEREAS, under Section 51 of RA 9165, local government units are required to appropriate a substantial portion of their respective annual budgets to assist in or enhance the enforcement of the Act giving priority to preventive or educational programs and the rehabilitation or treatment of drug dependents,

WHEREAS, the DOH, by virtue of Republic Act No. 747, may regulate and collect fees to be charged against patients in government and charity clinics proportionate to their financial capacities;

WHEREAS, patient classification is defined by the DOH Administrative Order No. 51-A, series of 2000 (Implementing Guidelines on the Classification of Patients and Availment of Medical Social Service in Government Hospitals) and implements a cost-sharing scheme or 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 Agreement, which shall govern the referral and/or admission for treatment and rehabilitation of drug dependents referred by MUNICIPALITY/CITY OF BACOR to DOH-TRC BICUTAN,

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

I. MONTHLY COST SHARING RATE

A. RESIDENTIAL

The Parties hereby agree that the cost sharing rate of the MUNICIPALITY/CITY OF BACOR per admitted first time indigent drug dependent/patient in the DOH-TRC BICUTAN's facility is **SEVEN THOUSAND FIVE HUNDRED PESOS (P7,500.00)** per month upon sending a monthly billing statement to Municipality/City of Bacoor for a minimum period of six (6) months.

B. NON-RESIDENTIAL / OUT-PATIENT

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 **NINE THOUSAND TWO HUNDRED PESOS (P9,200.00)** per patient for the period of six (6) months to be billed to the MUNICIPALITY/CITY OF BACOR

C. AFTERCARE PROGRAM

Cost of the three months intensive aftercare program amounting to **FIVE THOUSAND PESOS (Php 5,400.00)** per patient to be billed after enrollment with Aftercare Program.

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II. OTHER SERVICES

The following services shall also be shouldered by the **MUNICIPALITY/CITY OF _____** in addition to the above stated cost sharing rate.

- a. Laboratory services that will be performed during patient's admission:

Laboratory Services	Amount
Drug Test	Php 200.00
Facalysis	70.00
CBC	230.00
Urinalysis	90.00
EKG	280.00
X-Ray	350.00
Apicolordotic View	300.00
Pregnancy Test	100.00
TOTAL COST	Php 1,000.00

- b. Drug Dependency Examination (DDE) prior to admission amounting to Php 1,000.00

- c. Dental Services (if needed):

Oral prophylaxis	-	Php 300.00
Tooth extraction	-	200.00
Tooth restoration	-	350.00

- d. Should a drug dependent after a thorough evaluation and management of attending physician is found to be suffering from psychosis, he/she will be referred to MICA (Mentally Ill Chemical Abuse) Ward. The **MUNICIPALITY/CITY OF _____** shall shoulder the cost sharing of patients referred to MICA amounting to daily room rate of Php 500.00 while the psychiatric medications and ancillary procedures will be charged separately. Patient will be managed at the MICA Ward to a maximum of one month and if patient still manifest with psychosis, he/she will be discharged from YRC Bicutan facility upon notification to LGU and will be referred to any psychiatric institution of choice. The Center will not be accepting patients who are purely psychiatric and non-drug dependent.

ARTICLE III
REFERRAL OF DRUG DEPENDENTS/PATIENTS

Referral of indigent drug dependents who are residents of Municipality/City of _____ shall be made by **MUNICIPALITY/CITY OF _____** through the Anti-Drug Abuse Council (ADAC).

ARTICLE IV
OBLIGATIONS OF PARTIES

- A. **DOH-YRC BICUTAN** shall:

1. Determine and collect fees to be charged against **MUNICIPALITY/CITY OF _____** for every first-time drug dependent for admission, inclusive of the medical requirements and three (3) months of intensive aftercare program.

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2. Admit patients with a letter of recommendation/endorsement and guarantee letter from ADAC;
3. Submit to ADAC a monthly report of treatment and rehabilitation and Statement of Account due for payment by MUNICIPALITY/CITY OF _____;
4. Furnish ADAC with a copy of the recommendation for the release of the patient for its monitoring after a minimum of six (6) months confinement; and,
5. Submit to ADAC a monthly individual report of the three (3)-month intensive aftercare program and corresponding recommendation to the Local Social Services Department for the remaining fifteen (15) months of aftercare program specifying treatment plan that would be helpful and contributory to the patient's holistic recovery, as well as conduct of the aftercare program.

B. MUNICIPALITY/CITY OF _____ shall:

1. Through ADAC, issue a Letter of Recommendation/Endorsement and a Guarantee Letter on behalf of the patient, after the latter has complied with the necessary pre-admission requirements and compliance with the necessary requirements for the availing of financial assistance from MUNICIPALITY/CITY OF _____;

In case of referral by MUNICIPALITY/CITY OF _____ a patient without the supporting Court Order, MUNICIPALITY/CITY OF _____ undertakes to coordinate with the Court and inform the confinement and referral of the patient in the DOH-TRC BICUTAN'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 other pertinent documents from applicants and forward copies thereof to DOH-TRC BICUTAN;
3. Evaluate applications of patients who wish to avail the programs herein and recommend and/or approve the financial assistance to be given to the patients;
4. Prior to the patient's admission, conduct laboratory services including drug test, fecalysis, urinalysis, complete blood count (CBC) test, electrocardiogram (ECG), x-ray, epicolor-dot view, and pregnancy test;
5. Furnish DOH-TRC BICUTAN with the Commitment Waiver signed by the patients or by their family. The waiver shall be proof that the patients have 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 (Php7,500.00) per patient monthly upon receipt of the billing statement;
7. Extend a practicable assistance for emergency medication or hospitalization and other emergency health-related miscellaneous expenses of patient while under the care of DOH-TRC BICUTAN

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ARTICLE V
TAXES AND OTHER GOVERNMENT CHARGES

The price/s stated above shall include all taxes and charges that are due to the National and/or Local Governments and/or their instrumentalities and agencies.

ARTICLE VI
CONFIDENTIALITY

The Parties acknowledge that the records of the patients admitted in the Center shall remain confidential and shall not be used against them 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.

ARTICLE VII
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 MUNICIPALITY/CITY OF _____ on a semi-annual basis subject to pertinent accounting and auditing rules and regulations.

DOH-TRC BICUTAN shall immediately notify MUNICIPALITY/CITY OF _____ of any incidence of escape or demise of admitted patients for monitoring. Account shall be reconciled with DOH-TRC BICUTAN's Finance Division for any receivables on monthly basis.

ARTICLE VIII
INDEMNITY

Each Party shall hold the other free and harmless from and shall compensate the aggrieved Party for any loss, expense, cost, or damage (whether incurred or suffered by the Party itself or arising under a claim, suit, or proceeding commenced or made against such Party by a third person) arising from a Party's negligence, willful misconduct, breach or failure to perform its undertakings under this Agreement or any agreement related thereto. In the event of such negligence, willful misconduct, breach or failure to perform its obligations hereunder, the aggrieved Party shall send to the other Party written notice complaining of such negligence, willful misconduct, breach or failure, setting forth the reasonable particulars thereof and the intention of the Party giving such notice to demand reimbursement for any loss, expense, cost, or damage arising out of or in connection therewith.

ARTICLE IX

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NON-WAIVER OF RIGHTS

The failure of either Party to insist upon strict performance of any of the terms and covenants hereof shall not be considered a relinquishment or waiver of any rights or remedies pertinent thereto, nor shall the same be considered as a waiver or condonation of any subsequent breach or default of the terms and covenants hereof, all of which shall continue to be in full force and effect. No waiver, express or implied, by either of the Parties of any of their respective rights or remedies under this Agreement shall be deemed to have been made, and no evidence thereon shall be admissible, unless such waiver is expressed in a written instrument duly signed by the Party waiving said right or remedies.

**ARTICLE X
REPRESENTATION AND WARRANTY**

As an integral part of this Agreement, the Parties each represent that it or any of its officials or representatives have not given or promised to give any money or gift to any employee/official of the other to influence the decision regarding this Agreement, nor has it exerted or utilized any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee.

Further, the Parties each warrant that it or its officials or representatives shall not give or promise to give any such money or gift, or exert or utilize such unlawful influence during the effectivity of this Agreement for the purpose of influencing any decision regarding this Agreement or to secure or solicit any extension thereof. It is agreed that breach of this representation and warranty shall be sufficient ground for the termination of this Agreement by the Party not in breach without prejudice to the erring Party's or its officers' or representatives' liability under applicable laws.

**ARTICLE XI
ENTIRETY OF AGREEMENT**

This Agreement, including the attachments hereto, supersedes and renders void any and all agreements and understandings, oral and/or written, previously entered into between the Parties regarding the subject matter hereof and shall not hereafter be considered modified, altered or novated, except by a written instrument duly signed by the Parties. All amendments and supplements to this Agreement duly signed by both parties shall form an integral part of this Agreement and have the same legal effect as this Agreement.

**ARTICLE XII
SEPARABILITY CLAUSE**

If any term or condition of this Agreement is held invalid or contrary to law, the validity of the others not affected thereof shall remain valid and enforceable.

ARTICLE XIII

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04/05/2024

EFFECTIVITY

This Agreement shall take effect upon signing by the parties for a period of three (3) years and shall remain in force unless superseded by a new contract or it is revoked by either contracting party or any of the parties withdraws or pre-terminates this Agreement

IN WITNESS WHEREOF, the Parties caused this Agreement to be signed by their duly authorized representatives at _____ on _____

<p>DEPARTMENT OF HEALTH – TREATMENT AND REHABILITATION CENTER BICUTAN</p> <p>By:</p> <p>ALFONSO A. VILLAROMAN, MD, FPCAM, FPSMS Medical Center Chief II</p>	<p>MUNICIPALITY/CITY OF _____</p> <p>By:</p> <p>_____</p> <p>Municipal/City Mayor</p>
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Signed in the presence of:

RICKY G. GABORNO, MBA
 Financial and Management Officer II

_____ ADAC Head

ACKNOWLEDGEMENT

Republic of the Philippines)
) S.S.

BEFORE ME, a notary public for and in _____, on this ___ day of _____, 2023 personally appeared

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04/05/2024

Name	Competent Evidence of Identity	Issued on	Issued at
ALFONSO A. VILLAROMAN, MD, FPCAM, FPSMS	PRC ID No. 0089128		

known to me and to me known to be the person who executed the foregoing instrument and acknowledged to me that his signature on the instrument was voluntarily affixed by him for purposes stated therein, that he executed the instrument as his free and voluntary act and deed and of the corporation he represents, and he is duly authorized by the latter to execute the same

This Agreement consists of ___ pages including this page where the Acknowledgement has been written and has been signed by the party and his instrumental witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand at the place and date abovementioned.

Page No. _____
 Doc. No. _____
 Book No. _____
 Series of 2023

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