



COMMITTEE ON HEALTH AND SANITATION

COMMITTEE REPORT

CHS-001-2026
PCR 317-2025

Office of the Sangguniang Panlungsod
Received by: Janet Pring
Date: 15 Dec 2026
Time: 9:30 AM

Subject: A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Renewal Memorandum of Agreement between the City Government of Bacoor and the Department of Health Tagaytay and Bicutan Treatment and Rehabilitation Center.

(Date referred: December 15, 2026)

The above-mentioned proposed resolution underwent its first reading on December 15, 2025 during the 23rd Regular Session of the 6th Sangguniang Panlungsod. The said proposed resolution was referred by the Presiding Officer, City Vice Mayor Hon. Rowena Baustista Mendiola to the Committee on Health and Sanitation.

FINDINGS:

A letter dated December 08, 2025 from the Office of the City Mayor was received by the Sangguniang Panlungsod, requesting for a resolution for the renewal of Memorandum of Agreement (MOA) between the City Government of Bacoor and the Department of Health Tagaytay and Bicutan Treatment and Rehabilitation Centers.

The previous Memorandum of Agreement between the City Government of Bacoor and the Department of Health Tagaytay and Bicutan Treatment and Rehabilitation Centers expired last June 30, 2025.

The renewal of renewal of the Memorandum of Agreement between the City Government of Bacoor and the Department of Health Tagaytay and Bicutan Rehabilitation Centers will ensure the continued referral of indigent Bacoorenos in need of treatment and rehabilitation from illegal drug addiction.

COMMITTEE REPORT CHS-001-2026-PCR-317-2025

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Renewal Memorandum of Agreement (DOH Tagaytay and Bicutan Rehabilitation Center)



STRIKE
AS

Address: Bacoor Legislative and Disaster Resilience Bldg.
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: (046)417-0727





RECOMMENDATION:

By the motion of Hon. Reynaldo C. Palabrica duly seconded by all the members of the Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 24th Regular Session.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct. Issued this 5th day of January 2026 at the City of Bacoor, Cavite.

COMMITTEE ON HEALTH AND SANITATION

~~COUN. REYNALDO C. PALABRICA~~

~~Chairman~~

~~COUN. MANOLO S. GALVEZ~~

~~Vice Chairman~~

~~COUN. LEVY M. TELA~~

~~Member~~

~~COUN. ROGETO M. NOLASCO~~

~~Member~~





COMMITTEE ON HEALTH AND SANITATION

MINUTES OF THE COMMITTEE REPORT

CHS-001-2026
PCR 317-2025

Office of the Sangguniang Panlungsod
Received by: Jenet P. Pangan
Date: 15 JAN 2026
Time: 9:33 AM

Subject: A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Renewal Memorandum of Agreement between the City Government of Bacoor and the Department of Health Tagaytay and Bicutan Treatment and Rehabilitation Center.

(Date referred: December 15, 2026)

The 24th Regular Session of the 6th Sangguniang Panlungsod was held last January 05, 2026 at the Session Hall of the Sangguniang Panlungsod. City Vice Mayor Hon. Rowena Bautista Mendiola 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 23rd Regular Session and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

City Councilor Honorable Miguel N. Bautista 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. G.16.5 – *"A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Renewal Memorandum of Agreement between the City Government of Bacoor and the Department of Health Tagaytay and Bicutan Treatment and Rehabilitation Center."*, City Councilor Hon. Reynaldo C. Palabrica moved for the approval of the above-mentioned subject matter.





The motion was unanimously seconded by all the Honorable Members of the 6th Sangguniang Panlungsod. A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Renewal Memorandum of Agreement between the City Government of Bacoor and the Department of Health Tagaytay and Bicutan Treatment and Rehabilitation Center was **approved**.

Prepared by:



RONALDO M. VERONA
Administrative Aide

Attested by:



COUNCILOR REYNALDO C. PALABRICA
Chairman

MINUTES OF THE COMMITTEE REPORT CHS-001-2026-PCR-317-2025
Renewal of Memorandum of Agreement (DOH Tagaytay and Bicutan Rehabilitation Center)

Page 2



STRIKE
AS

Address: Bacoor Legislative and Disaster Resilience Bldg.,
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: (046)417-0727





Republic of the Philippines
Province of Cavite

CITY OF BACOOR

Office of the City Health Services



December 4, 2025

TO: **HON. STRIKE B. REVILLA**
City Mayor

SUBJECT: Request for Renewal of the MOA with Tagaytay and Bicutan Treatment and Rehabilitation Centers

Dear Mayor Strike,

Good day! I hope this letter finds you well.

We respectfully request the renewal of our Memorandum of Agreement with the Tagaytay Treatment and Rehabilitation Center and the Bicutan Treatment and Rehabilitation Center to ensure the continued referral of our indigent Bacooreños in need of rehabilitation services. Please note that our previous MOA with these institutions expired on June 30, 2025.

Attached herewith are copies of our previous MOA with the Tagaytay and Bicutan Treatment and Rehabilitation Centers for your reference.

We hope for your favorable consideration of this request so we may continue providing essential support and services to our constituents.

Respectfully yours,

IVY MARIE C. YRASTORZA, MD, MPH, FPPS
City Health Officer I



STRIKE AS

Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor



09 December 2025

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor
6th Floor, New Bacoor Legislative Building
Bacoor City, Province of Cavite

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
BACOOR CITY, CAVITE
SHERRILYN F. CARDENAS
ADMIN. ASSISTANT IV
TIME: 4:05 DATE: 12/9/25

THRU : Atty. KHALID A. ATEGA JR.
Sanggunian Panlungsod Secretary
Sangguniang Panlungsod

SUBJECT : ENDORSEMENT OF RENEWAL OF MEMORANDUM OF
AGREEMENT (MOA) BETWEEN THE CITY GOVERNMENT
OF BACOOR AND THE DEPARTMENT OF HEALTH-
TAGAYTAY TREATMENT AND REHABILITATION CENTER

Dear Hon. Bautista-Mendiola,

Greetings in the name of public service!

The undersigned respectfully endorses to your good office the renewal of the Memorandum of Agreement (MOA) between the City Government of Bacoor and the Department of Health - Tagaytay Treatment and Rehabilitation Center (DOH-TTRC).

Attached herewith is a copy of the letter-request from Dr. Ivy Marie C. Yrastorza, City Health Officer I, as well as the previous MOA and the new proposed MOA template for your perusal and proper action.

Thank you very much.

Sincerely yours,

STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Bacoor Blvd.,
Brig. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



ACT
ISO 9001:2015



Cert. no. 24/181809



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor



09 December 2025

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
6th Floor, New Bacoor Legislative Building
Bacoor City, Province of Cavite

THRU : Atty. KHALID A. ATEGA JR.
Sanggunian Panlungsod Secretary
Sangguniang Panlungsod

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
BACOOR CITY, CAVITE
SHERRIEN F. CARDENAS
ADMIN. ASSISTANT IV
TIME # 11:11 DATE: 12/15/25

SUBJECT : ENDORSEMENT OF RENEWAL OF MEMORANDUM OF
AGREEMENT (MOA) BETWEEN THE CITY GOVERNMENT
OF BACOOR AND THE DEPARTMENT OF HEALTH
TREATMENT AND REHABILITATION CENTER - BICUTAN

Dear Hon. Bautista-Mendiola,

Greetings in the name of public service!

The undersigned respectfully endorses to your good office the renewal of the Memorandum of Agreement (MOA) between the City Government of Bacoor and the Department of Health Treatment and Rehabilitation Center - Bicutan.

Attached herewith is a copy of the letter-request from Dr. Ivy Marie C. Yrastorza, City Health Officer I, as well as the previous MOA and the new proposed MOA template for your perusal and proper action.

Thank you very much.

Sincerely yours,

STRIKE B. REVILLA
City Mayor,



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline, 434-1111
Website: www.bacoor.gov.ph



Cert. no. 24/181809

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:


HON. STRIKE B. REVILLA
City Mayor


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

This Memorandum of Agreement (the "Agreement") is made and entered into this 11 day of MAR 11, 2023, (the "Effective Date") in the City of Bacoor, Province of Cavite, 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 principal office address at Conchu Rd., Brgy. Conchu, Trece Martires City, represented by **MA. TERESA C. IÑIGO, MD, FPCAM, CESE**, in her capacity as the Chief of Hospital III, and hereinafter referred to as the "FIRST PARTY"

and


DR. NANNIEDE C. MERCADO
Medical Specialist II


Dr. IVY MARIE C. YRASTORZA
Bacoor City Health Officer

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented by **Hon. STRIKE B. REVILLA**, in his capacity as the City Mayor, pursuant to his authority conferred and embodied in City Resolution No. 2023-195 Series of 2023 and hereinafter referred to as the "SECOND PARTY"

The term "Party" shall mean FIRST PARTY or SECOND PARTY, if applicable, while the term "Parties" shall mean FIRST PARTY and SECOND PARTY, collectively.

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.


HON. STRIKE B. REVILLA
City Mayor

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 FIRST PARTY, and the SECOND PARTY 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-TRC, Tagaytay City 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


DR. NANNEDE C. MERCADO
Medical Specialist II


Dr. IVY MARIE C. YRASTORZA
Bacoor City Health Officer


HON. STRIKE B. REVILLA
City Mayor ✓


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


DR. NANNED C. MERCADO
Medical Specialist II


Dr. IVY MARIE C. YRASTORZA
Bacoor City Health Officer

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:

- i. Psychoeducation in drugs;
- ii. Smoking cessation lecture;
- iii. Human Immunodeficiency Virus (HIV)/ Acquired Immunodeficiency Syndrome (AIDS) orientation;
- iv. Life Testimony; and
- v. 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:

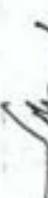
Capacity and effectiveness of the drug prevention programs of the City Government of Bacoor.

Below shows the patient category and share:

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


HON. STRIKE B. REVILLA
City Mayor


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


DR. NANNEDE C. MERCADO
Medical Specialist II


Dr. IVY MARIE C. YRASTORZA
Bacoor City Health Officer

2. Outpatient and Aftercare Services

The Center shall provide services that will help recovering patients to adapt 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.

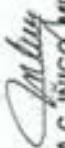
Included are the following services:

- a. Group Counselling Sessions;
- b. Individual Counselling Sessions;
- c. Family Education and Family Function Program;
- d. Psychoeducation Lectures;
- e. Psychological Assessment;
- f. Psychotherapeutic Management;
- 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
Intensive Outpatient Program (IOP)	six (6) months	AB	₱7,200.00
		C1	₱5,400.00
		C2	₱3,600.00
		C3	₱1,800.00
		D	Indigent
Aftercare Post Residential (APR)	Eighteen (18) months	AB	₱6,300.00
		C1	₱4,725.00
		C2	₱3,150.00
		C3	₱1,575.00
		D	Indigent
Aftercare Post Outpatient (APO)	Nine (9) months	AB	₱3,150.00
		C1	₱2,362.50
		C2	₱1,575.00
		C3	₱787.50
		D	Indigent


HON. STRIKE B. REVILLA
City Mayor


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


DR. NANNEDE C. MERCADO
Medical Specialist II


Dr. IVY MARIE C. YRASTORZA
Bacoor City Health Officer

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:

a. Financial Assistance to Patients coming from the City Government of Bacoor;

i. 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-TRC, Tagaytay City. 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 cost sharing fee per patient based on classification upon assessment of the Medical Social Worker of DOH-TRC, Tagaytay City. 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-TRC, Tagaytay City. 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 for the Residential Patients shall be sent by the First Party every 30th day of the month, representing patient's bill for the current month.
- For those enrolled under the Outpatient and Aftercare Program, a Statement of Account shall be sent on the 30th day of the month representing the full billing statement for the whole program.
- For patients who had undergone Drug Dependency Examination (DDE), a Statement of Account shall be sent on the 30th day of the month representing the cost of the DDE.
- Advance copy of Statement of Account shall be sent thru email of a designated personnel.
- Payments shall be made on the 15th 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.
 - i. Allot time and make a schedule for each school participant; and
 - ii. Provide audiovisual equipment to be used for presentation.


HON. STRIKE B. REVILLA
City Mayor


MA. TERESA C. INIGO, MD, FPCAM, CESSE
Chief of Hospital III


DR. NANNEDE C. MERCADO
Medical Specialist II


Dr. IVY MARIE C. YRASTORZA
Bacoor City Health Officer


HON. STRIKE B. REVILLA
City Mayor

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 citizens, 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-TRC, Tagaytay City 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-TRC, Tagaytay City 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 Government of Bacoor and DOH-TRC, Tagaytay City 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-TRC, Tagaytay City, 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 Agreement.


Dr. IVY MARIE Q. YRASTORZA
Bacoor City Health Officer

V. DURATION

This Agreement shall take effect on the Effective Date as abovementioned and shall automatically expire on June 30, 2025. Notwithstanding the foregoing, the DOH-TTRC and the City Government of Bacoor reserve the right to terminate this Agreement, subject to a thirty (30)-day prior written notice to the other Party.

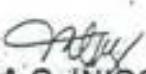
VI. SEPARABILITY CLAUSE

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 MAR 17 2023, 2023, in the City of Bacoor, Province of Cavite.

DOH-TAGAYTAY TREATMENT AND
REHABILITATION CENTER


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

CITY GOVERNMENT
OF BACOOR


HON. STRIKE B. REVILLA
City Mayor
City Resolution No. 2023-195
Series of 2023

Signed in the presence of:


DR. NANNEDE C. MERCADO
Medical Specialist II


Dr. IVY MARIE C. YRASTORZA
Bacoor City Health Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF BACOOR

CITY OF BACOOR

BEFORE ME, a Notary Public in the Province of Cavite, this day of
MAR 17 2023 personally appeared the following:

Full Name	ID and ID Nos.	Place and Date Issued
STRIKE B. REVILLA		
MA. TERESA C. INIGO, MD, FPCAM, CESE		

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary deed.

This instrument consisting of nine (9) pages including this page has been signed by the parties and their witnesses in every page.

WITNESS MY HAND AND SEAL, this day of MAR 17, 2023, in
CITY OF BACOOR.

Doc. No.: 19
Page No.: 1
Book No.: 02
Series of 20 13

Notary Public

ATTY. EUGENE L. DE JESUS
NOTARY PUBLIC
UPPER GROUND, NEW IMUS CITY GOVERNMENT
CENTER, MACAGASANG 1-G, IMUS CITY, CAVITE
PTR. NO. MIA6563405; 7-4-2017; CAVITE
GP LIFETIME MEMBER NO. 001524
ROLL NO. 68446
MCLE N-0027345 / APRIL 2022

Dr. IVY MARIE C. YRAS TORZA
Bacoor City Health Officer

HON. STRIKE B. REVILLA
City Mayor

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

DR. NANNED C. MERCADO
Medical Specialist II

MEMORANDUM OF AGREEMENT (MULTI-YEAR)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and executed into this _____ day of _____, 2024 (the "Effective Date"), in the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, Hon. **STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. 2024-490 Series of 2024, approved by the City Council of Bacoor dated 13 May 2024, and hereinafter referred to as the "**CITY OF BACOOR**"

and

The **DEPARTMENT OF HEALTH TREATMENT AND REHABILITATION CENTER - BICUTAN**, a free-standing, residential with Outpatient Service Capability facility under the Department of Health, principal office 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**"

The **CITY OF BACOOR** and **DOH-TRC BICUTAN** shall be individually referred to as "Party", if applicable, and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, under Section 75 of Republic Act No. (RA) 9165, otherwise known as the "Comprehensive Dangerous Drugs Act of 2002", the Department of Health (DOH) was tasked to oversee and monitor the integration, coordination, and supervision of all drug rehabilitation, intervention, aftercare, 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 RA No. 9165 may undergo Voluntary Submission to Confinement, Treatment, and Rehabilitation or Compulsory Confinement when such an individual refuses to apply under the voluntary submission program under Sections 54 and 61 of the same law;


Hon. **STRIKE B. REVILLA**
City Mayor


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FPCAM, FPSMS
Medical Center Chief II


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


RICKY G. GABORINO, MBA
Financial & Management Officer II

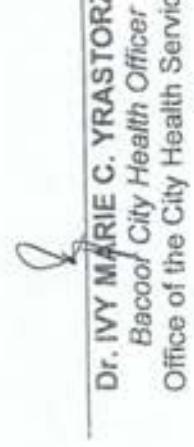

WHEREAS, Section 74 of RA No. 9165 provides that the parent, spouse, guardian, or any relative within the fourth degree of consanguinity of any person who is confined under the voluntary submission program or compulsory submission program shall be charged a certain percentage of the cost of treatment and rehabilitation;


WHEREAS, Section 51 of RA 9165, local government units (LGU) 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;

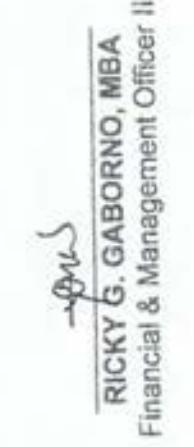
WHEREAS, the DOH, by virtue of Republic Act (RA) No. 747 or "An Act to Regulate the Fees to be Charged Against Patients in Government Hospitals and Charity Clinics Classifying Patients According to their Financial Condition," may regulate and collect fees to be charged against patients in government and charity clinics proportionate to their financial capacities;

WHEREAS, patient classification is defined by the DOH Administrative Order No. 51-A, Series of 2000, 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 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 No. 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 the CITY OF BACOOR to DOH-TRC BICUTAN.


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

ARTICLE I MONTHLY COST-SHARING RATE


SECTION 1. **MONTHLY COST-SHARING RATE.** The Parties hereby agree that the cost-sharing rates are as follows:

A. **For RESIDENTIAL**

The Parties hereby agree that the cost-sharing rate of the CITY OF BACOOR 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 the CITY OF BACOOR for a minimum period of six (6) months.

B. **For NON-RESIDENTIAL/OUT-PATIENT**

The Parties hereby agree that the cost-sharing rate of the CITY OF BACOOR per admitted first-time indigent drug dependent/patient in the DOH-TRC BICUTAN'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 CITY OF BACOOR.



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C. For the AFTERCARE PROGRAM

The cost of the three (3) months intensive Aftercare Program, amounting to FIVE THOUSAND FOUR HUNDRED PESOS (P5,400.00) per patient, will be billed to the CITY OF BACOOR after enrolment in the Aftercare Program.

ARTICLE II ADDITIONAL OR OTHER SERVICES

SECTION 2. OTHER SERVICES. The CITY OF BACOOR shall shoulder the following services in addition to the cost-sharing rate stated in Article I, Section 1 of this Agreement:

A. Laboratory services that will be performed during the patient's admission:

Laboratory Services	Amount
Drug Test	Php 200.00
Fecalysis	70.00
CBC	230.00
Urinalysis	90.00
ECG	260.00
X-Ray	350.00
Apicolordotic View	300.00
Pregnancy Test	100.00
TOTAL COST	Php 1,600.00

B. Drug Dependency Examination (DDE) prior to admission amounting to ONE THOUSAND PESOS (Php 1,000.00)

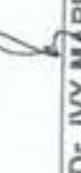
C. Dental Services (if needed):

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

D. Should a drug dependent, after a thorough evaluation and management by an attending physician, be found to be suffering from psychosis, the drug dependent will be referred to the Mentally Ill Chemical Abuse (MICA) Ward. The CITY OF BACOOR shall shoulder the cost-sharing of patients referred to MICA, amounting to a daily room rate of FIVE HUNDRED PESOS (Php 500.00), while the psychiatric medications and ancillary procedures will be charged separately. The patient will be managed at the MICA Ward for a maximum of one (1) month, and if the patient still manifests psychosis, the patient will be discharged from the DOH TRC BICUTAN facility upon notification to the CITY OF BACOOR 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.


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ARTICLE III REFERRAL OF INDIGENT DRUG DEPENDENTS/PATIENTS

SECTION 3. REFERRAL SYSTEM. The referral of indigent drug dependents or patients who are residents of the City of Bacoor, Province of Cavite shall be made by the **CITY OF BACOOR**, through the Anti-Drug Abuse Council (ADAC).

ARTICLE IV OBLIGATION OF THE PARTIES

SECTION 4. OBLIGATION OF DOH-TRC BICUTAN:

- A. Determine and collect fees to be charged against **CITY OF BACOOR** for every first-time drug dependent for admission, inclusive of the medical requirements and three (3) months of Intensive Aftercare Program;
- B. Admit patients with a Letter of Recommendation/Endorsement and Guarantee Letter from ADAC;
- C. Submit to ADAC a monthly report of treatment and rehabilitation and the Statement of Account due for payment by **CITY OF BACOOR**;
- D. Furnish ADAC with a copy of the recommendation for the release of the patient for its monitoring after a minimum of six (6) months of confinement; and
- E. Submit to ADAC a monthly individual report of the three (3)-month intensive Aftercare Program and a corresponding recommendation to the Local Social Services Department for the remaining fifteen (15) months of the Aftercare Program specifying the Treatment Plan that would be helpful and contribute to the patient's holistic recovery, as well as the conduct of the Aftercare Program.

SECTION 5. OBLIGATION OF THE CITY OF BACOOR:

- A. 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 availment of financial assistance from the **CITY OF BACOOR**;
- B. In case of referral by the **CITY OF BACOOR** of a patient without supporting Court Order, the **CITY OF BACOOR** undertakes to coordinate with the Court and inform the confinement and referral of the patient to the DOH-TRC BICUTAN's facility in order to obtain the said Court Order;
- C. Receive documents such as Court Order, Drug Dependency Evaluation (DDE), Medical Laboratory Diagnostic Results, and

*Memorandum of Agreement between the City Government of Bacoor and
the Department of Health Treatment and Rehabilitation Center - Bicutan*


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other pertinent documents from applicants and forward copies thereof to the DOH-TRC BICUTAN;

- D. Evaluate applications of patients who wish to avail of the program/s herein and recommend and/or approve the financial assistance to be given to the patients;
- E. Prior to the patient's admission, conduct laboratory services including drug tests, fecalysis, urinalysis, complete blood count (CBC) test, electrocardiogram (ECG), x-ray, apicolordric view, and pregnancy test;
- F. Furnish DOH-TRC BICUTAN with the Commitment Waiver signed by the patient or by the patient's family member. The waiver shall serve as proof that the patient voluntarily submitted to treatment and rehabilitation;
- G. 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 monthly upon receipt of the billing statement;
- H. Extend practicable assistance for emergency medication or hospitalization through the Local City Hospital and other emergency health-related miscellaneous expenses for the patient while under the care of DOH-TRC BICUTAN.

ARTICLE V TAXES AND OTHER GOVERNMENT CHARGES

SECTION 6. **TAXES AND GOVERNMENT CHARGES.** The amount/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 AND DATA PRIVACY

SECTION 7. **CONFIDENTIALITY AND DATA PRIVACY.** The Parties acknowledge that the records of the patients admitted to the Center shall remain confidential and shall not be used against him for any purpose except to determine the number of times the patient has voluntarily or involuntarily submitted for confinement, treatment, and rehabilitation in the Center or any other facility recognized by the Center.

The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose nor reveal to any person or any other entity all Confidential Information or records of the other Party, including the Court Order documents, which may come to their knowledge and/or possession, in the performance of, or in connection with this Agreement. Such confidential information shall include, but not be limited to, the Parties' respective trade secrets like medical modules and presentations and any other methods,


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processes, formulae, systems, and data pertaining to the manual and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.

In compliance with Republic Act No. 10173 or the "Data Privacy Act of 2012", each Party agrees that it will and will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this Agreement or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.

SECTION 8. **BREACH OF CONFIDENTIALITY.** Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and for any breach by it of Philippine Privacy Laws during the effectivity of this Agreement. DOH TRC - BICUTAN shall indemnify and hold the CITY OF BACOOR free and harmless from any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of the patients.

ARTICLE VII DISCLAIMER

SECTION 9. **DISCLAIMER.** If the patient, for whatever reason, cannot 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 OF BACOOR by DOH TRC - BICUTAN on a semi-annual basis subject to pertinent accounting and auditing rules and regulations.

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

ARTICLE VIII INDEMNITY

SECTION 10. **INDEMNIFICATION.** Each Party shall hold the other Party free and harmless from and shall compensate the aggrieved Party for any direct 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 of failure to perform its undertakings under this Agreement or any agreement related thereto.

In the event of such negligence, willful misconduct, breach of, or failure to perform its obligations hereunder, the aggrieved Party shall


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Office of the City Health Services


RICKY G. GABORNO, MBA
Financial & Management Officer II

obligations under this Agreement, the aggrieved Party may terminate this Agreement (i) effective immediately, if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

ARTICLE XII MISCELLANEOUS PROVISION

SECTION 14. ENTIRE AGREEMENT AND INTEGRATION. 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.

SECTION 15. AMENDMENTS. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

SECTION 16. AUTHORITY. Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.

SECTION 17. GOOD FAITH. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.

SECTION 18. SEVERABILITY. In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this Agreement.

SECTION 19. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.

SECTION 20. NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt

requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

SECTION 21. APPLICABLE LAW/VENUE OF SUITS. This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

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

DEPARTMENT OF HEALTH-
TREATMENT AND REHABILITATION
CENTER BICUTAN

By:

ALFONSO A. VILLAROMAN, MD.,
FPCAM, FPSMS
Medical Center Chief II

CITY GOVERNMENT
OF BACOOR
By:


Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. 2024-490
Series of 2024

Signed in the Presence of:


RICKY G. GABORINO, MBA
Financial & Management Officer II


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

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOOR, PROVINCE OF CAVITE) S.S

BEFORE ME, a notary public for and in SEP 15 2024, on this day of , 2024, personally appeared:

Full Name	ID and ID Nos.	Date and Place Issued
STRIKE B. REVILLA		
ALFONSO A. VILLAROMAN, MD., FPCAM, FPSMS		

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the signatures on the instrument were voluntarily affixed by them for purposes stated therein, that they executed the instrument as their free and voluntary act and deed of the corporation they represent, and they are duly authorized by the latter to execute the same.

This Agreement consists of ten (10) pages, including this page on 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.

Doc. No. 177;
Page No. 4;
Book No. 25;
Series of 2024.

ATTN. NATHANIEL DE LEON
NOTARY PUBLIC
Comm. No. 2022-05 (valid until 7/11/2025)
IBP No. 378512 Cavite Chapter
PTR No. 2603055 - 01/02/2024 LGU Bacoor
MCLE No. Admitted to the bar 2022
Roll No. 60278
Bacoor City, Cavite

RICKY G. GABORNO, MBA
Financial & Management Officer II

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

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