



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
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HON. LEVY M. TELA
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HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

ATTY. KHALIDA A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-175
Series of 2023

A RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH-TREATMENT AND REHABILITATION CENTER, BICUTAN FOR THE IMPLEMENTATION OF A DRUG DEPENDENCY TREATMENT PROGRAM AND FOR THE OPERATION OF A DRUG ABUSE REHABILITATION FACILITY FOR SUBSTANCE ABUSE PATIENTS IN THE CITY OF BACOR, CAVITE.

Sponsored by:

HON. ALDE JOSELITO F. PAGULAYAN

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, the use of dangerous and illegal drugs is prevalent in the City of Bacoor, as evidenced by several recent incidents in which illegal drugs worth millions of pesos were seized in the City resulting in the arrest of suspected illegal drug traders.

WHEREAS, the fight against illegal drugs is not only an issue concerning peace and order, but also one that concerns public health. Drug dependents are suffering from addiction and substance use disorders. These are mental illnesses that affect a person's brain and behavior and lead to an inability to control the use of drugs.

WHEREAS, under the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM V), there are eleven (11) criteria for substance use disorders:

1. Taking the substance in larger amounts or for a longer amount of time than intended;
2. Persistent desire to cut down or regulate use;
3. Spending a great deal of time obtaining, using, or recovering from the effects of substance use;
4. Experiencing craving or a pressing desire to use the substance;
5. Substance use impairs their ability to fulfill major obligations at work, school, or home;
6. Continued use of the substance despite it causing significant social or interpersonal problems;
7. Reduction or discontinuation of recreational, social, or occupational activities because of substance use;



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City Mayor

8. Recurrent substance use in physically unsafe environments;
9. Persistent substance use despite knowledge that it may cause or exacerbate physical or psychological problems;
10. The affected individual requires increasingly higher doses of the substance to achieve the desired effect, or the usual dose has a reduced effect; individuals may build tolerance to specific symptoms at different rates; and
11. Withdrawal symptoms.

A substance use disorder may be mild when two or three of the criteria are met in an individual drug user, moderate when four or five criteria are met, and severe when six or more criteria are met.

WHEREAS, the above criteria demonstrates that, unless drug users and drug dependents are treated for substance use disorders, it is highly likely that they will resort to further use of dangerous and illegal drugs. It is also important to note that many who suffer from substance abuse disorder desire rehabilitation, but their mental illness is preventing them from being successful.

WHEREAS, it is therefore necessary to create rehabilitation programs for drug dependents that treat their addiction and substance use disorder. It is likewise necessary for these programs to be financially accessible even for indigent individuals. This is especially true considering that there is a strong correlation between poverty and the probability of drug use. For example, in 2017, the United Nations Office on Drugs and Crime reported that poverty, lack of educational opportunities, unemployment, and limited economic opportunities are drivers of substance abuse. In other words, the drug problem disproportionately harms the vulnerable and impoverished in society.

WHEREAS, under Section 75 of the Comprehensive Dangerous Drugs Act of 2002, the Department of Health is tasked to oversee and monitor the creation of drug treatment rehabilitation centers and supervise their operations.

WHEREAS, under Section 51 of the Comprehensive Dangerous Drugs Act, local government units are required to enhance the enforcement of the said law by giving priority to preventive or educational programs and the rehabilitation or treatment of drug dependents.

WHEREAS, reading Sections 51 and 75 of the Comprehensive Dangerous Drugs Act together yields the conclusion that each local government unit must cooperate with the Department of Health in the creation and operation of drug treatment rehabilitation centers.



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City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

WHEREAS, the Department of Health has expressed its willingness to partner with the City Government of Bacoor for the creation of such a rehabilitation center.

WHEREAS, on 24 January 2023, the Sangguniang Panlungsod received a request from the Office of the City Mayor for authority to sign a Draft Memorandum of Agreement between the City Government and the Department of Health. The Draft Memorandum of Agreement is deemed integral and incorporated into this Resolution.

WHEREAS, under the Draft Memorandum of Agreement, the City Government shall refer drug dependents to the rehabilitation centers maintained by the Department of Health. The City Government shall also shoulder some of the costs that might be incurred by indigent drug dependents in their rehabilitation, such as the costs of the center's Aftercare Program.

WHEREAS, the Draft Memorandum of Agreement, if signed and implemented as written, will benefit the residents of the City of Bacoor by making drug rehabilitation more accessible to all, including and especially indigent drug dependents. This, in turn, helps combat the problem of illegal drugs both as a peace and order issue and as a public health issue.

WHEREAS, under the Local Government Code of 1991, every local government unit shall promote health and safety and create infrastructure facilities intended to serve the needs of residents including clinics, health centers, and other health facilities necessary to carry out health services.

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.


NOW THEREFORE, upon motion of Hon. Alde Joselito Pagulayan, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the signing of the Draft Memorandum of Agreement between the City Government and the Department of Health Treatment and Rehabilitation Center, Bicutan regarding the implementation of drug abuse treatment programs and the operation of a drug dependency rehabilitation facility in the City of Bacoor, Cavite.

RESOLVED LASTLY, to furnish the Department of Health-Treatment and Rehabilitation Center Bicutan, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.




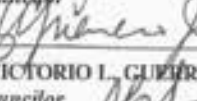
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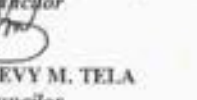

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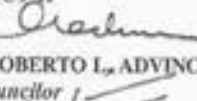

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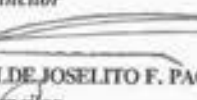
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SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

APPROVED on the 30th day of January 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:


HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:


ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:


HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

-and-

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

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

WITNESSETH:

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

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

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

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

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

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

¹ Article VII Section 51 RA 9165

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

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

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

I. MONTHLY COST SHARING RATE

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

II. SCOPE OF SERVICES

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

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

III. REFERRAL OF DRUG DEPENDENTS/PATIENTS

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

IV. OBLIGATIONS

A. THE FIRST PARTY shall:

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

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

B. THE SECOND PARTY shall:

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

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

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

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

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

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

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

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

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

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

V. CONFIDENTIALITY

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

VI. DISCLAIMER

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

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

VII. AMENDMENTS

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

VIII. SEPARABILITY CLAUSE

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

IX. EFFECTIVITY OF THE AGREEMENT

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

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

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

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

For DOH TREATMENT and
REHABILITATION Center Bicutan

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

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

For the City Government of

City Mayor

Head ADAC

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
S.S)

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

ALFONSO A. VILLAROMAN
Chief of Hospital III
DOH TRC BICUTAN

City Mayor

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

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

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

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