



Office of the Sangguniang Panlungsod
CITY RESOLUTION NO. 2023-195
Series of 2023

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
Acting City Vice-Mayor

HON. MICHAEL P. SOLIS
City Councilor

HON. NORBERTO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
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HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

Official Business
HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
ATTY. KHARIB A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. CATHERINE SARINO-EVARISTO
Acting City Vice-Mayor

Noted by:
LIC. POWENA BAUTISTA-MENDIOLA
Acting City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF HEALTH, TAGAYTAY TREATMENT, AND REHABILITATION CENTER TO STRENGTHEN THE CAMPAIGN AGAINST ILLEGAL DRUGS AND TO ACHIEVE DRUG-FREE BARANGAYS IN THE CITY OF BACOR.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. 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 and resulting in the arrest of several drug suspects. These incidents indicate a thriving market for illegal drugs in the City of Bacoor.

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 mental illnesses 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. The individual may have unsuccessfully attempted to stop in the past;
3. Spending a great deal of time obtaining, using, or recovering from the effects of substance use;
4. Experiencing craving, a pressing desire to use the substance;
5. Substance use impairs the ability to fulfill major obligations at work, school, or home;
6. Continued use of the substance despite it causing significant social or interpersonal problems;



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

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Noted by:
HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

7. Reduction or discontinuation of recreational, social, or occupational activities because of substance use;
8. Recurrent substance use in physically unsafe environments;
9. Persistent substance use despite the knowledge that it may cause or exacerbate physical or psychological problems;
10. Increase in tolerance. The individual requires increasingly higher doses of the substance to achieve the desired effect, or the usual dose has a reduced effect.
11. Experience withdrawal symptoms. Withdrawal symptoms occur when blood and tissue levels of the substance decrease. Individuals are likely to seek the substance to relieve symptoms.

A substance use disorder may be mild when two or three of the criteria are met. The disorder is moderate when four or five criteria are met. Finally, the disorder is severe when six or more criteria are met.

WHEREAS, the above criteria demonstrate 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. Many who suffer from substance abuse disorder desire rehabilitation, but their mental illness prevents their success.

WHEREAS, it is necessary to create rehabilitation programs for drug dependents that treat their addiction and substance use disorder. Also, these programs need to be financially accessible even for indigent individuals. 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 law's enforcement 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 creating and operating drug treatment rehabilitation centers.



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Attested by:
ATTY. KENNEDY A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
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Acting City Vice-Mayor

Noted by:
HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

WHEREAS, the Department of Health Tagaytay Treatment And Rehabilitation Center has expressed its willingness to partner with the City Government of Bacoor to operate such a rehabilitation center.

WHEREAS, on 24 January 2023, the Sangguniang Panlungsod received a request from the Office of the City Mayor for the authority to sign a Draft Memorandum of Agreement between the City Government and the Department of Health Tagaytay Treatment And Rehabilitation Center. 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 indigent drug dependents might incur 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 indigent drug dependents. Accessible drug rehabilitation facilities, in turn, help 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 to serve residents' needs. These facilities include 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 the 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. Hon. Alde Joselito F. 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, Tagaytay regarding the implementation of drug treatment and rehabilitation facility and intervention programs in the City of Bacoor.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the Department of Health Department of Health Tagaytay Treatment And Rehabilitation Center, the University of the Philippines Office of



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City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

Official Business
HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice-Mayor

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 20th day of February 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 the law.

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor/Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:
HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Agreement made and entered into by and between:

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

AND

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

WITNESSETH, that:

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

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

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

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

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

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

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

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

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

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

I. OBLIGATIONS OF THE FIRST PARTY:

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

1. Residential In-Patient Treatment and Rehabilitation

a. Medical Support

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

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

b. Dental Services

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

c. Psychological Services

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

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

d. Social Services

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

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

e. Drug Awareness Advocacy Program:

- i. Psychoeducation in drugs;

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

MUN. SIBIKE B. REVILLA
City Mayor

LUIS I. CHAN, JR., MD, FPHS
Chief Health Program Officer

IVY MARIE TRASTURCA, MD
City Health Officer

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

2. Outpatient and Aftercare Services

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

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

Included are the following services:

- a. Group Counselling Sessions;
- 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	MONTHLY PAYMENT
Intensive Outpatient	six (6) months	AB	₱7,200.00	will vary depending on the
		C1	₱5,400.00	

Program (IOP)		C2	₱3,600.00	downpayment
		C3	₱1,800.00	
		D	Indigent	Indigent
Aftercare Post Residential (APR)	Eighteen (18) months	AB	₱6,300.00	will vary depending on the downpayment
		C1	₱4,725.00	
		C2	₱3,150.00	
		C3	₱1,575.00	
		D	Indigent	Indigent
Aftercare Post Outpatient (APO)	Nine (9) months	AB	₱3,150.00	will vary depending on the downpayment
		C1	₱2,362.50	
		C2	₱1,575.00	
		C3	₱787.50	
		D	Indigent	Indigent

Draft Only

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- Tagaytay TRC. In no case shall the Second Party pay an amount lower than Two Thousand One Hundred Pesos (P2,100.00) or Category C3, per month per patient.
- The Second Party may provide financial assistance for the uniform set to its indigent patients.
- The Second Party or relatives shall provide/pay for the medicines needed by the referred patients in the event the prescribed medicines are not available in the Center.

ii. FOR PATIENT ENROLLED IN THE OUTPATIENT AND AFTERCARE PROGRAM

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

iii. FOR PATIENT AVAILING DRUG DEPENDENCY EXAMINATION

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

iv. PROCEDURE FOR PAYMENT

- A Statement of Account shall be sent by the First Party every 30th day of the month, representing patient's bill for the current month.
- Advance copy of Statement of Account shall be sent thru email of a designated personnel.
- Payments shall be made on the 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.

c. Conduct of Critical Care

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

d. Provisions of Livelihood Program

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

e. Provision of Skills Development

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

f. Provision of Other Forms of Assistance

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

III. Joint Obligations of the Parties

Annual review meetings

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

IV. Confidentiality and Non-Disclosure Clause

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

V. Duration:

This Agreement shall take effect on _____ until _____. Notwithstanding the foregoing, the DOH-TTRC and the City Government of 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 _____, 2021, in _____.

**DOH-Tagaytay Treatment and
Rehabilitation Center**

City Government of Bacoor

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

HON. STRIKE B. REVILLA
City Mayor

Signed in the presence of:

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

IVY MARIE YRASTORZA, MD
City Health Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S

BEFORE ME, a Notary Public in the province of Cavite, this ____ day of _____,
personally appeared the following:

NAME

ID NO.:

MA. TERESA C. IÑIGO, MD, FPCAM, CESE

HON. STRIKE B. REVILL

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 seven (7) pages including this page has been signed by the
parties and their witnesses in every page.

Witness my hand and seal, this ____ day of _____, in
_____.

Doc. No.: ____
Page No.: ____
Book No.: ____
Series of 2023

Notary Public