



**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  
City Councilor

HON. LEVY M. TELA  
City Councilor

**DISTRICT II**

HON. ROBERTO L. ADVINCULA  
City Councilor

HON. REYNALDO D. PALABRICA  
City Councilor

HON. REYNALDO M. FABIAN  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RANDY C. FRANCISCO  
Liga ng mga Barangay Vice President

HON. PALM ANGEL S. BUNCIO  
SK Federation President

Attested by:  
MS. CRISTINA R. MALAWIG  
Supervising Admin. Officer

Certified by:  
HON. REYNALDO D. PALABRICA  
Acting Presiding Officer

Noted by:  
HON. STRIKE B. REVILLA  
City Mayor

**CITY RESOLUTION NO. 2024-490  
Series of 2024**

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

Sponsored by:

**Hon. Rogelio M. Nolasco**

Co-Sponsored by:

**Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis, and Hon. Levy M. Tela.**

**WHEREAS**, under Section 75 of Republic Act No. 9165 (otherwise known as the "Comprehensive Dangerous Drugs Act of 2002"), the Dangerous Drugs Board, in coordination with the Department of Health (DOH) is tasked to oversee and monitor the integration, coordination and supervision of all drug rehabilitation, intervention, after-care and follow-up programs, projects and activities as well as the establishment, operations, maintenance and management of privately-owned drug treatment rehabilitation centers;

**WHEREAS**, under the aforesaid law, local government units are ordered to appropriate funds in their annual budgets to assist in or enhance the enforcement of the provisions found in RA 9165 by giving priority to preventive or educational programs for the rehabilitation and treatment of drug dependents;

**WHEREAS**, Republic Act No. 747 further mandates the Department of Health to regulate fees to be charges against patients in government and charity clinics proportionate to their financial capacities.



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Acting Presiding Officer

Noted by:  
HON. STRIKE B. REVILLA  
City Mayor

**WHEREAS**, the Department of Health-Treatment and Rehabilitation (DOH-TRC) - BICUTAN agrees to provide assistance to the City of Bacoor through its Office of the City Health Services by way of treatment and rehabilitation of drug dependents in order to re-integrate them into society;

**WHEREAS**, on 9 May 2024, the Office of the City Mayor submitted a draft Memorandum of Agreement between the city government and the DOH-TRC-BICUTAN to the Sangguniang Panlungsod for its review and consideration. The proposed MOA is incorporated hereto and will be made an integral part of this Resolution.

**NOW, THEREFORE**, upon motion of Hon. Rogelio M. Nolasco, duly seconded by the rest of the Council members present in regular session assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5<sup>th</sup> Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the Department of Health - Treatment and Rehabilitation Center (DOH-TRC)- Bicutan for and on behalf of the City Government of Bacoor.

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, the DOH-TRC-BICUTAN, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and all government offices concerned with copies of this resolution and other government offices concerned with copies of this resolution.

**APPROVED** this 13<sup>th</sup> day of May 2024 by the 5<sup>th</sup> Sangguniang Panlungsod during its regular session held in the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved and that the contents hereof are true and correct.

Certified Correct:  
HON. REYNALDO D. PALABRICA  
City Councilor/Acting Presiding Officer



Republic of the Philippines  
Province of Cavite  
**CITY OF BACOR**

**Office of the Sangguniang Panlungsod**



CGBCR-SPBac-F002.04  
04/05/2024

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*[Signature]*  
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Acting Presiding Officer

**Noted by:**

HON. STRIKE B. REVILLA  
City Mayor

**Attested by:**

*[Signature]*  
**MS. CRISTINA R. MALAWIG**  
Supervising Admin. Officer

**Noted by:**

*[Signature]*  
**HON. STRIKE B. REVILLA**  
City Mayor

**MEMORANDUM OF AGREEMENT  
(MULTI-YEAR)**

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

- and -

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

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

**WITNESSETH:**

**WHEREAS**, under Section 75 of Republic Act No. 9165 (Comprehensive Dangerous Drugs Act of 2002), the Dangerous Drugs Board, in coordination with the DOH, is tasked to oversee and monitor the integration, coordination and supervision of all drug rehabilitation, intervention, after-care and follow-up programs, projects and activities as well as the establishment, operations, maintenance and management of privately-owned drug treatment rehabilitation centers;

**WHEREAS**, **DOH-TRC BICUTAN** is a free-standing residential drug treatment and rehabilitation facility with outpatient service capability under the DOH, with DOH Certificate Accreditation No. DOH023542;

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

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

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

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

**WHEREAS**, patient classification is defined by the DOH Administrative Order No. 51-A, series of 2000 (Implementing Guidelines on the Classification of Patients and Availment of Medical Social Service in Government Hospitals) and implements a cost-sharing scheme or mode of payment with the concerned local government unit. The scheme shall be the basis for the classification of indigent patients referred to in this Agreement;

**WHEREAS**, taking into consideration the participation of the parties in the rehabilitation of drug dependents as mandated by RA 9165, the parties agreed to execute this Agreement, which shall govern the referral and/or admission for treatment and rehabilitation of drug dependents referred by **MUNICIPALITY/CITY OF BACOR** to **DOH-TRC BICUTAN**;

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

**I. MONTHLY COST SHARING RATE**

**A. RESIDENTIAL**

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

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

The Parties hereby agree that the cost sharing rate of the **SECOND PARTY** per admitted first time indigent drug dependent/patient in the **FIRST PARTY**'s facility is **NINE THOUSAND TWO HUNDRED PESOS (P9,200.00)** per patient for the period of six (6) months to be billed to the **MUNICIPALITY/CITY OF BACOR**.

**C. AFTERCARE PROGRAM**

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

**II. OTHER SERVICES**

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

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

Laboratory Services	Amount	
Drug Test	Php	200.00
Fecalysis		70.00
CBC		230.00
Urinalysis		90.00
ECG		260.00
X-Ray		350.00
Apicolordotic View		300.00
Pregnancy Test		100.00
<b>TOTAL COST</b>	Php	<b>1,0.00</b>

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

- c. Dental Services (if needed) :

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

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

**ARTICLE III  
REFERRAL OF DRUG DEPENDENTS/PATIENTS**

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

**ARTICLE IV  
OBLIGATIONS OF PARTIES**

- A. DOH-TRC BICUTAN shall:**

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

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

**B. MUNICIPALITY/CITY OF \_\_\_\_\_ shall:**

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

In case of referral by **MUNICIPALITY/CITY OF \_\_\_\_\_** a patient without the supporting Court Order, **MUNICIPALITY/CITY OF \_\_\_\_\_** undertakes to coordinate with the Court and inform the confinement and referral of the patient in the **DOH-TRC BICUTAN's** facility in order to obtain the said Court Order.

2. Receive documents such as Court Order, Drug Dependency Evaluation (DDE), Medical Laboratory Diagnostic Result and other pertinent documents from applicants and forward copies thereof to **DOH-TRC BICUTAN**;
3. Evaluate applications of patients who wish to avail the program/s herein and recommend and/or approve the financial assistance to be given to the patients;
4. Prior to the patient's admission, conduct laboratory services including drug test, fecalysis, urinalysis, complete blood count (CBC) test, electrocardiogram (ECG), x-ray, apicolordotic view, and pregnancy test;
5. Furnish **DOH-TRC BICUTAN** with the Commitment Waiver signed by the patients or by their family. The waiver shall be proof that the patients have voluntarily submitted himself to treatment and rehabilitation;
6. Pay in full the corresponding monthly cost-sharing fee of qualified first-time indigent patients to cover their treatment and rehabilitation expenses amounting to **Seven Thousand Five Hundred Pesos (Php7,500.00)** per patient monthly upon receipt of the billing statement;
7. Extend a practicable assistance for emergency medication or hospitalization and other emergency health-related miscellaneous expenses of patient while under the care of **DOH-TRC BICUTAN**.

**ARTICLE V  
TAXES AND OTHER GOVERNMENT CHARGES**

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

**ARTICLE VI  
CONFIDENTIALITY**

The Parties acknowledge that the records of the patients admitted in the Center shall remain confidential and shall not be used against them for any purpose, except to determine the number of times he/she has voluntarily or involuntarily submitted himself

for confinement, treatment and rehabilitation in the Center or any other facility recognized by the Center.

**ARTICLE VII  
DISCLAIMER**

If the patient, for whatever reason, could not finish the already paid treatment and rehabilitation procedure, the remaining amount from the financial assistance given to the patient shall be refunded to **MUNICIPALITY/CITY OF \_\_\_\_\_** on a semi-annual basis subject to pertinent accounting and auditing rules and regulations.

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

**ARTICLE VIII  
INDEMNITY**

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

**ARTICLE IX**

## **NON-WAIVER OF RIGHTS**

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

## **ARTICLE X REPRESENTATION AND WARRANTY**

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

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

## **ARTICLE XI ENTIRETY OF AGREEMENT**

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

## **ARTICLE XII SEPARABILITY CLAUSE**

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

## **ARTICLE XIII**

**EFFECTIVITY**

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

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

DEPARTMENT OF HEALTH – TREATMENT AND REHABILITATION CENTER BICUTAN  By:	MUNICIPALITY/CITY OF _____  By:
ALFONSO A. VILLAROMAN, MD, FPCAM, FPSMS Medical Center Chief II	Municipal/City Mayor

Signed in the presence of:

**RICKY G. GABORNO, MBA**  
 Financial and Management Officer II

\_\_\_\_\_  
 ADAC Head

**ACKNOWLEDGEMENT**

Republic of the Philippines }  
 } S.S.

BEFORE ME, a notary public for and in \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared:

Name	Competent Evidence of Identity	Issued on	Issued at
<b>ALFONSO A. VILLAROMAN, MD, FPCAM, FPSMS</b>	PRC ID No. 0069128		

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

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

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

Page No. \_\_\_\_\_;  
 Doc. No. \_\_\_\_\_;  
 Book No. \_\_\_\_\_;  
 Series of 2023.