



Republic of the Philippines  
**SANGGUNIANG PANLUNGSOD**  
City Government of Pasig

Resolution No. 8  
Series of 2022

A RESOLUTION AUTHORIZING THE HONORABLE CITY GOVERNMENT OF PASIG, THROUGH THE HONORABLE CITY MAYOR VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH-TREATMENT AND REHABILITATION CENTER, BICUTAN FOR THE PROVISION OF ASSISTANCE TO FIRST TIME INDIGENT DRUG DEPENDENTS, AND FOR OTHER PURPOSES.

Authorized by:

Councilors Rosalio D. Martires, Syvel C. Asilo, Ferdinand A. Avis, Regino S. Balderrama, Orlando R. Benito, Rhichie Gerard T. Brown, Mario C. Concepcion, Jr., Corazon M. Raymundo, Gregorio P. Rupisan Jr., Reynaldo R. San Buenaventura III, Editha C. Santiago, Wilfredo F. Sityar, LIGA Pres. Rigor J. Enriquez and SK Fed. President Georgia Lynne P. Clemente

**WHEREAS**, by virtue of Section 75 of Republic Act No. 9165 otherwise known as the Comprehensive Dangerous Drugs Act of 2002 provides that, the management, operation, and maintenance of all government treatment and rehabilitation facilities were transferred to the Department of Health (DOH);

**WHEREAS**, Local Government Units are required to appropriate funds in their annual budget 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 dependency;

**WHEREAS**, Republic Act No. 747 otherwise known as "An Act to Regulate the Fees to be Charged Against Patients in Government Hospitals And Charity Clinics classifying Patients according to their Financial Condition" provides that, DOH may regulate and collect fees to be charged against patients in government and charity clinics proportionate to their financial capacities;

**WHEREAS**, patient classification by the DOH Administrative Order No. 51-A, Series of 2000 otherwise known as the Implementing Guidelines on the Classifications of Patients and Availment of Medical Social Service in Government Hospitals, implements a cost sharing scheme and mode of payment with the concerned Local Government Unit;

**WHEREAS**, upon coordination with the DOH-Treatment and Rehabilitation Center Bicutan, a monthly cost sharing rate per admitted first time drug dependent/patient in the amount of Php 26,500.00 for a fixed period of seven (7) months and Php 5,400.00 for three (3) months for an intensive aftercare program shall be shouldered by the City Government.





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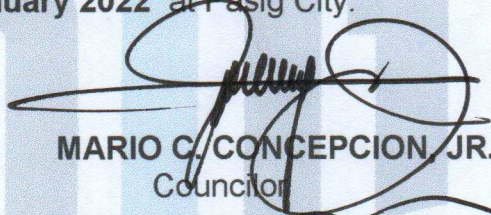
A RESOLUTION AUTHORIZING THE HONORABLE CITY GOVERNMENT OF PASIG, THROUGH THE HONORABLE CITY MAYOR VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH-TREATMENT AND REHABILITATION CENTER, BICUTAN FOR THE PROVISION OF ASSISTANCE TO FIRST TIME INDIGENT DRUG DEPENDENTS, AND FOR OTHER PURPOSES.

**NOW, THEREFORE,** on motion duly seconded, the Sangguniang Panlungsod resolves, as it is hereby resolved, to authorize the Honorable City Mayor, Victor Ma. Regis N. Sotto to enter into and sign a Memorandum of Agreement with the Department of Health – Treatment and Rehabilitation Center, Bicutan (DOH-TCR Bicutan, to provide for a monthly cost sharing rate for the provision of assistance to first time drug independents.


**RESOLVED, FURTHER,** that the copies of the Memorandum of Agreement shall for integral part of this Resolution.

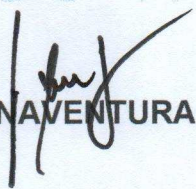
**APPROVED,** this 27th day of **January 2022** at Pasig City.

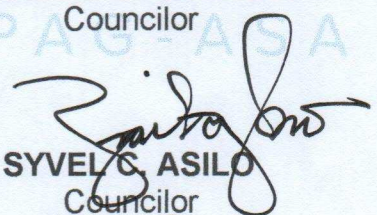
  
**FERDINAND A. AVIS**  
Councilor

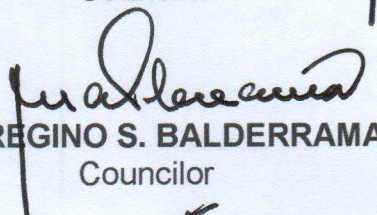
  
**MARIO C. CONCEPCION, JR.**  
Councilor

  
**GREGORIO P. RUPISAN JR.**  
Councilor


  
**ORLANDO R. BENITO**  
Councilor

  
**REYNALDO R. SAN BUENAVENTURA III**  
Councilor

  
**SYVEL C. ASILO**  
Councilor

  
**REGINO S. BALDERRAMA**  
Councilor

  
**CORAZON M. RAYMUNDO**  
Councilor

  
**EDITH C. SANTIAGO**  
Councilor

  
**WILFREDO F. SITYAR**  
Councilor



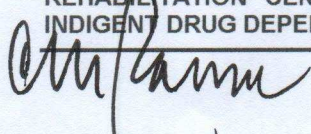


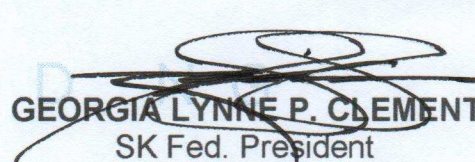
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**RIGOR J. ENRIQUEZ**  
LIGA President

  
**GEORGIA LYNNE P. CLEMENTE**  
SK Fed. President

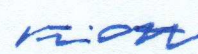
  
**RHICHIE GERARD T. BROWN**  
Councilor  
Minority Floor Leader

  
**ROSALIO D. MARTIRES**  
Councilor  
Majority Floor Leader

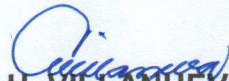
Attested by:

  
**IYO CHRISTIAN C. BERNARDO**  
City Vice-Mayor  
Presiding Officer

APPROVED:

  
**VICTOR MA. REGIS N. SOTTO**  
City Mayor

Attested by:

  
**LOIDA U. VILLANUEVA**  
Acting City Council Secretary

**PASIG**

UMAAGOS ANG PAG-ASA

www.pasigcity.gov.ph



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**Authored by: CHAIRMAN OF COMMITTEE ON HEALTH**

**WHEREAS**, by virtue of Section 75 of Republic Act No. 9165 otherwise known as the Comprehensive Dangerous Drugs Act of 2002 provides that, the management, operation, and maintenance of all government treatment and rehabilitation facilities were transferred to the Department of Health (DOH);

**WHEREAS**, Local Government Units are required to appropriate funds in their annual budget 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 dependency;

**WHEREAS**, Republic Act No. 747 otherwise known as "An Act to Regulate the Fees to be Charged Against Patients in Government Hospitals And Charity Clinics classifying Patients according to their Financial Condition" provides that, DOH may regulate and collect fees to be charged against patients in government and charity clinics proportionate to their financial capacities;

**WHEREAS**, patient classification by the DOH Administrative Order No. 51-A, Series of 2000 otherwise known as the Implementing Guidelines on the Classifications of Patients and Availment of Medical Social Service in Government Hospitals, implements a cost sharing scheme and mode of payment with the concerned Local Government Unit;

**WHEREAS**, upon coordination with the DOH-Treatment and Rehabilitation Center Bicutan, a monthly cost sharing rate per admitted first time drug dependent/patient in the amount of Php 26,500.00 for a fixed period of seven (7) months and Php 5,400.00 for three (3) months for an intensive aftercare program shall be shouldered by the City Government.

**NOW, THEREFORE**, on motion duly seconded, the Sangguniang Panlungsod resolves, as it is hereby resolved, to authorize the Honorable City Mayor, Victor Ma. Regis N. Sotto to enter into and sign a Memorandum of Agreement with the Department of Health – Treatment and Rehabilitation Center, Bicutan (DOH-TCR Bicutan, to provide for a monthly cost sharing rate for the provision of assistance to first time drug independents.

**RESOLVED, FURTHER**, that the copies of the Memorandum of Agreement shall for integral part of this Resolution.



## MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into on this \_\_\_ day of 2021, by and between:

**THE DEPARTMENT OF HEALTH-TREATMENT AND REHABILITATION CENTER, BICUTAN (DOH TRC Bicutan)**, a government institution duly recognized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 5<sup>th</sup> Road, Camp Bagong Diwa, Bicutan, Taguig City, represented in this act by its Chief of Hospital III, **ALFONSO A. VILLAROMAN, MD, FPCAM**, herein referred to as the **FIRST PARTY**.

-and-

**THE CITY GOVERNMENT OF PASIG**, a Local Government organized and existing under the laws of the Philippines, with office address at the office of the City Mayor, 8<sup>th</sup> Floor, Pasig City Hall, Caruncho Avenue, Barangay San Nicolas, Pasig City, as represented herein by **HON. VICTOR MA. REGIS N. SOTTO** as **CITY MAYOR**, hereinafter referred to as the **SECOND PARTY**;

### WITNESSETH:

**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**, 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 or compulsory submission to drug rehabilitation program of the FIRST PARTY shall be charged a certain percentage of the cost of his/her treatment and rehabilitation;

**WHEREAS**, under the aforesaid law, Local Government Units are required 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 dependency;

**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**, 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 such implements a cost sharing scheme/mode of payment with the concerned local Government unit. The said scheme shall be the basis for the classification of indigent patients referred to in this Agreement;

**WHEREAS**, upon coordination with the DOH TRC Bicutan, the Parties agree that the prescribed monthly cost sharing rate of the Second Party per admitted first time drug dependent/patient in the First Party's facility is **THREE THOUSAND SEVEN HUNDRED FIFTY PESOS (P3,750.00)** for a fixed period of seven (7) months for a total of **TWENTY SIX THOUSAND TWO HUNDRED FIFTY PESOS (P26,250.00)** and for



the cost of the three (3) months intensive Aftercare Program amounting to **FIVE THOUSAND FOUR HUNDRED PESOS (P5,400.00)** per patient.

**WHEREAS**, the City Government of Pasig shall be extending financial assistance to **indigent** first time drug dependents for admission in DOH TRC Bicutan thru the Anti-Drug Abuse Council of Pasig (ADCOP);

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

### **I.OBLIGATIONS OF THE PARTIES**

#### **A. THE FIRST PARTY:**

- 1) Implement fees to be charged against first time drug dependents for admission, inclusive of three (3) months intensive After Care Program;
- 2) Conditionally admit patients with a Letter of Recommendation/Endorsement and Letter of Guarantee from the **SECOND PARTY** thru the Anti-Drug Abuse Council of Pasig subject to the procurement/submission of the necessary Court Order;
- 3) Shall furnish ADCOP with a copy of the recommendation for temporary release of each of the patients after seven (7) months of confinement;
- 4) Shall submit to ADCOP a monthly individual report of the three (3) months intensive After Care 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.

#### **B. THE SECOND PARTY**

- 1) The **SECOND PARTY** through ADCOP as its authorized representative shall issue a Letter of Recommendation/Endorsement and a Guarantee Letter in behalf of the patient, but only after the latter had complied with the necessary requirements for the availment of the **FIRST PARTY'S** financial assistance;
- 2) Determine the classification of patients based on DOH Administrative Order No. 51-A Series of 2000;
- 3) Evaluate applications of patients who wish to avail of the treatment and rehabilitation program/s of the **FIRST PARTY** and recommends the approval of the financial assistance to be given to the latter's patient/constituents
- 4) Conduct RT PCR or swab testing for Corona Virus 2019 (COVID19) within seventy-two (72) hours for all patients to be referred to the **FIRST PARTY** and submit the results to the **FIRST PARTY** prior to patient's admission.
- 5) Receive Court Order and Waiver of Commitment signed by the patient or by his/her family (the waiver being a proof that patient has voluntarily submitted himself to treatment and rehabilitation) and forward the same to the **FIRST PARTY**;
- 6) Pay the corresponding Cost Sharing Fee every month, cost of medical laboratories within the first month of admission and three month Intensive Aftercare Program prior to patient's discharge.



- 7) Extend a practicable assistance for emergency Medication, Hospitalization and other emergency health related miscellaneous expenses of patient while under the care of the **FIRST PARTY**.
- 8) Provide transportation assistance for patients when summoned for Court Hearing for admission whenever necessary.

## **II. CONFIDENTIALITY**

The Parties agree that the records of the patients admitted in the **FIRST PARTY'S** facility shall remain confidential and shall not be used against them for any purpose, except to determine the number of times they have voluntarily or involuntarily submitted themselves for confinement, treatment and rehabilitation in the **FIRST PARTY'S** facility or in any other facility recognized.

## **III. DISCLAIMER**

If the patient, for whatever reason, could not finish the already paid Treatment and Rehabilitation procedure, the remaining proportionate amount from the financial assistance given to the patient shall be refunded by the **FIRST PARTY** to the **SECOND PARTY** on a semi-annual basis subject to pertinent accounting 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** Billing and Claims for any unsettled balances on a monthly basis.

## **V. AMENDMENTS**

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

## **VI. SEPARABILITY CLAUSE**

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

## **VII. EFFECTIVITY OF THE AGREEMENT**

This Memorandum of Agreement shall take effect upon the execution hereof and shall be in effect for a period of one (1) year unless terminated by either Party in writing due valid causes, or by reason of breach or violation of any of the conditions set herein.

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



IN WITNESS WHEREOF, the representatives of the Parties have signed this Memorandum of Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021 at the City of Pasig.

**ALFONSO A. VILLAROMAN, MD, FPCAM**  
Chief of Hospital III  
DOH-TRC BICUTAN

**Hon. VICTOR MA. REGIS N. SOTTO**  
City Mayor  
PASIG CITY

**RICKY G. GABORNO, MBA**  
Financial and Management. Officer II  
DOH-TRC BICUTAN

**ATTY. JERONIMO U. MANZANERO**  
City Administrator  
PASIG CITY

**SIGNED IN THE PRESENCE OF:**

Witness

**ZENAIDA O. CONCEPCION**  
Officer in Charge - ADCOP  
PASIG CITY

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY, METRO MANILA) S.S.

**BEFORE ME**, a Notary Public, for and in \_\_\_\_\_ City, this \_\_\_\_\_ day of 2021 personally appeared:

**Hon. VICTOR MA. REGIS N. SOTTO** ID # \_\_\_\_\_ Issued at \_\_\_\_\_

**Dr. ALFONSO A. VILLAROMAN** ID # \_\_\_\_\_ Issued at \_\_\_\_\_

All known to me and to me to be the same persons who executed the foregoing instrument, consisting of \_\_\_\_\_ pages, including this page on which this acknowledgement is written and who acknowledges to me that the same is their free and voluntary act and deed.

**WITNESS MY HAND AND NOTARIAL SEAL.**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2021.