

Office of the Sangguniang Bayan

Tigbauan Municipal Hall, Tigbauan, Iloilo 5021 Philippines

(033) 511-8530 sbtigbauan@yahoo.com



EXCERPT FROM THE MINUTES OF THE **38th** REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON SEPTEMBER 21, 2016 AT 2:51 IN THE AFTERNOON

PRESENT:

HON. VIRGILIO T. TERUEL,	- Vice Mayor & Presiding Officer
HON. DENNIS T. VALENCIA	- S.B. Member
HON. JOHN GERSHWIN C. TUERES	- S.B. Member
HON. ARIEL I. BERNARDO	- S.B. Member
HON. SUZETTE MARIE HILADO-BANNO	- S.B. Member
HON. NERI T. CAMIÑA	- S.B. Member
HON. JULIUS T. LEDESMA	- S.B. Member
HON. JERRY T. TUARES	- S.B. Member

OFFICIAL BUSINESS:

HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member
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(To attend the National Convention On Basics Of Local Legislation Hennan Resort, Tawala Panglao Bohol, Sept. 21- 25,2016.)

HON. RONNIE T. PAGUNTALAN	- Liga President
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(To attend the training on Family & Community Evacuation Preparedness at Punta Villa Resort, Iloilo City, Sept. 21, 2016.)

Resolution No. 2016-108

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE TENEFRANCIA-ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN, TO ENTER INTO A SERVICE AGREEMENT AND MEMORANDUM OF AGREEMENT WITH MEDICUS PHILIPPINES INC., FOR THE ONSITE OR REMOTE DRUG TESTING TO RANDOMLY SELECTED EMPLOYEES AND MEDICAL LABORATORY EXAMINATION OF 194 EMPLOYEES OF LGU – TIGBAUAN.

WHEREAS, the LGU- Tigbauan is in need of the services of MEDICUS to carry out the Drug Test Requirement of their employees;

WHEREAS, MEDICUS has offered its services and facilities and the LGU - Tigbauan has accepted the offer;

WHEREAS, for and in consideration of the foregoing premises and mutual terms and conditions herein below set forth, the parties agree as follows:

I. MEDICUS' UNDERTAKING

- 1.1 **MEDICUS** shall accept Employees of LGU - Tigbauan who seek to avail themselves of RANDOM DRUG TEST Examination or for REMOTE DRUG TEST in accordance with the guidelines and requirements of the Department of Health as specified in Section 3 of this agreement.
- 1.2 **MEDICUS** shall issue the results to LGU - Tigbauan authorized representative, in the person of Mrs. Luz C. Tronco within 3 days or later if there is a need to review or reevaluate the drug test result. It shall be the responsibility of LGU – Tigbauan to secure a waiver from the Employees that the examination results will be released to Mrs. Luz C. Tronco, authorized representative, without further need for Medicus to secure such waiver from the said employees.
- 1.3 **MEDICUS** shall charge LGU-Tigbauan the mount of P300.00/employees on cash or charge basis for the examinations rendered based on the schedule provided for in Annex "A".
- 1.4 **MEDICUS** shall forward all bills incurred fifteen (15) days after the remote collection was finished.
- 1.5 For cases of positive drug test result, **MEDICUS** shall send urine sample for confirmation to the DOH accredited confirmatory laboratory in Manila.

2. THE LGU – TIGBAUAN UNDERTAKING

- 2.1 The LGU - Tigbauan shall appoint a Coordinator who shall serve as the contact person between **MEDICUS** and the candidates in the person of Mrs. Luz C. Tronco at Tel. No. (033) – 511-7936.
- 2.2 The LGU - Tigbauan shall inform **MEDICUS** of the schedule of the Random Drug Test at least fifteen (15) days prior to the scheduled date of collection or performance of mobile procedures, the date, venue and list of employees for drug testing.
- 2.3 During the collection, the LGU - Tigbauan shall provide all assistance possible in facilitating the requirements, (comfort room for remote collection, internet access for DOH online) of the candidates to be examined for purposes of verification and eligibility.
- 2.4 The LGU - Tigbauan shall provide MEDICUS' employees the meals for the remote collection.
- 2.5 The LGU - Tigbauan answers and guarantees payment of all bills and within fifteen (15) days from receipt of the Statement of Account (SOA). Payment will be based on a PER STATEMENT OF ACCOUNT and not per employee or staggered basis. Invalidity of one invoice does not invalidate the entire SOA for payment.
- 2.6 The LGU - Tigbauan reserves the right to examine and audit all billings submitted by MEDICUS, and in the event an error or inaccuracy is discovered, the parties agree that adjustments shall be made accordingly. The institution shall make all adjustments in writing within a period of fifteen (15) days from receipt of the SOA. All billings shall be considered final thereafter.
- 2.7 Should the LGU - Tigbauan withhold tax upon payment, the corresponding tax certificate must be issued to MEDICUS upon collection of account and must be based on the credit term agreed herein.

3. GUIDELINES FOR DRUG TESTING EXAMINATION

- 3.1 The client/donor/ subject shall remove all unnecessary outer garments (such as coat or jacket) after which, he/she will be subjected to body search.
- 3.2 The authorized specimen collector shall direct the client/donor/subject to empty his/her pockets and check items that may be used to adulterate the specimen.
- 3.3 The client/donor/subject shall wash and dry his/her hands prior to collection. After washing his/her hands client/donor/subject must remain in the presence of the authorized specimen collector and must not have access to anything that could be used to affect the specimen.
- 3.4 The authorized specimen collector shall either give or allow the client/donor/subject to select the collection container from available supplies. The specimen container is to be opened in full view of the client/donor/subject.
- 3.5 The authorized specimen collector shall direct the client/donor/subject to go to the toilet facility for urination and to provide at least 60ml, either collected in single or split specimen.
- 3.6 The authorized specimen collector shall observe closely the entire collection procedure and take note of the conduct and demeanor of client/donor/subject for attempts of substitution, adulteration and dilution of specimen.
- 3.7 A tampered specimen is sent to the laboratory for validity testing and the authorized specimen collector shall document the tampering on the Custody and Control Form (CCF) with appropriate remarks. The authorized specimen collector shall instruct the client/donor/subject to provide another urine specimen immediately, under direct observed collection. This second specimen shall also be sent for examination.
- 3.8 After the client/donor/subject hands in the specimen, the authorized specimen collector must measure the temperature, check volume and inspect its physical characteristic.
- 3.9 The authorized specimen collector and client/donor/subject must keep the specimen in full view at all times prior to sealing of all specimen containers.
- 3.10 A tamper evident label/seal must be used to secure the entire specimen container.
- 3.11 Both authorized specimen collector and client/donor/subject must affix their signature on the seal together with the date and time of collection.
- 3.12 The authorized specimen collector must complete steps 1 and 2 and initiate step 4 of CCF.
- 3.13 The client/donor/subject must affix his/her signature at step 5 of CCF. The authorized specimen collector may ask the client/donor/subject to list any prescription, medication he/she may have taken for the past two weeks at the back of the CCF (Analyst Copy). Authorized specimen collector shall distribute each copy as required.
- 3.14 In case of specimen collection at a remote site and transported via a courier/mail, the specimen container together with the CCF shall be placed in a sealed, labeled and secured transparent plastic bag.
- 3.15 Unobserved Specimen Collection
 - 3.15.1 Unobserved samples are collected in the absence of authorized specimen collector or submitted samples that are not collected at the collection site/laboratory. Unobserved samples are subject to specimen validity test.
 - 3.15.2 Unobserved specimen collection is allowed when the client/donor/subject is:
 - Physically unable to go to the laboratory or designated collection site
 - Involved in a crime scene

- Involved in past accident
- Critically ill

3.16 Specimen Rejection and Cancellation of Tests

3.16.1 All rejected specimens should be reported to the head laboratory with the number on CCF

3.16.2 Incompatibility of ID on the specimen received by the laboratory with the number of CCF.

3.16.3 Absence of ID number on the specimen

3.16.4 No printed authorized specimen collector's name and signature on the CCF.

3.16.5 Broken or tampered seal on the specimen container

3.16.6 Insufficient quantity of specimen

4. OTHER CONDITIONS

4.1. MEDICUS and LGU - Tigbauan agree to strictly abide by the guidelines and availment procedures for the smooth and proper implementation of this Agreement. It is hereby understood by the parties that said guidelines and availment procedures once formulated and implemented, shall form an integral part of this Agreement.

4.2 The parties shall agree and understand that no agency relationship is created between MEDICUS and LGU - Tigbauan, where the acts of the latter are deemed the acts of the former. In this respect, **MEDICUS** warrants that it will not claim, declare or even insinuate to any LGU - Tigbauan employees that it is acting as an agent providing medical, diagnostic and therapeutic facilities and services.

4.3 This Agreement including all its attachments may not be amended, modified or altered except upon the written consent of both parties. Either party, however, may cancel or rescind this contract, with or without justifiable cause, provided a Thirty (30) day prior written notice is given.

4.4 Any legal action that may be brought by either party based on this Agreement shall exclusively be brought to the proper court of Iloilo City.

NOW, THEREFORE, on motion of HON. SUZETTE MARIE HILADO-BANNO, Chairperson, Committee on Health and Sanitation and duly seconded by Hon. Dennis Valencia Hon. John Gershwin Tueres, Hon. Ariel Bernardo, Hon. Neri Camiña, Hon. Julius Ledesma and Hon. Jerry Tuares,

RESOLVED, to authorize the Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada, for and in behalf of the Municipality of Tigbauan, to enter into a Service Agreement and Memorandum of Agreement with MEDICUS Philippines Inc., for the Onsite or Remote Drug Testing to Randomly Selected Employees and Medical Laboratory Examination of 194 employees of LGU – Tigbauan,

RESOLVED FURTHER, to furnish copies of this Resolution to Hon. Suzette Tenefrancia-Alquisada, Municipal Mayor and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:


VIRGILIO T. TERUEL
Vice Mayor & Presiding Officer

HON. VIRGILIO T. TERUEL, LAWYER
Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Dennis T. Valencia Hon. Suzette Marie Hilado-Banno, M.D. Hon. Ma. Gerrylin Santuyo-Camposagrado, LLB, MPA
Hon. John Gershwin C. Tueres, LLB Hon. Neri T. Camiña Hon. Jerry T. Tuares, Civil Engineer
Hon. Ariel I. Bernardo Hon. Julius T. Ledesma, O.D. Hon. Ronnie T. Paguntalan (LnB-Pres.)

"Public office is a public trust. Public Officials must at all times be accountable to the people."