

Office of the Sangguniang Bayan

Tigbauan Municipal Hall, Tigbauan, Iloilo 5021 Philippines
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EXCERPT FROM THE MINUTES OF THE 34th REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON AUGUST 23, 2017 AT 2:30 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. JULIUS T. LEDESMA	- S.B. Member
HON. NERI T. CAMIÑA	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member
HON. JERRY T. TUARES	- S.B. Member
HON. RONNIE T. PAGUNTALAN	- Liga President

ABSENT:

HON. SUZETTE MARIE HILADO-BANNO - S.B. Member (*Spec. Priv. Leave*)

Resolution No. 2017-105

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE TENEFRANCIA-ALQUISADA FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH MEDICUS PHILIPPINES INC. FOR THE RANDOM DRUG TEST OF "OPLAN TOKHANG" SURRENDEREES.

WHEREAS, MEDICUS is a private medical facility which offers and is capable of providing medical, dental and diagnostic services with adequate facilities and competent personnel to attend to medical requirements;

WHEREAS, the Municipality of Tigbauan is in need of the services of MEDICUS to carry out mandatory and/or random Drug Test on the former's "OPLAN TOKHANG SURRENDEREES", Authorizing the Mayor, Atty. Suzette T. Alquisada, to enter into a service agreement with Medicus Philippines Inc. for the Onsite/Remote Drug Testing Examination;

WHEREAS, MEDICUS is a medical facility duly accredited by the Department of Health to perform Drug Test of the same purpose, and Municipality of 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:

1. **MEDICUS' UNDERTAKING:**

- 1.1 MEDICUS shall accept "Oplan Tokhang Surrenderees" of Municipality of 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 Municipality of Tigbauan authorized representative, in the person of Atty. Suzette T. Alquisada, within 3 days or later if there is a need to review or reevaluate the drug test result. It shall be the responsibility of Municipality of Tigbauan to secure a waiver from the donors/clients that the examination results will be released to Atty. Suzette T. Alquisada, authorized representative, without further need for Medicus to secure such waiver from the said donor/clients.

- 1.3 *MEDICUS shall charge Municipality of Tigbauan the amount of P240.00/ donor/ client on charge basis for the examinations rendered based on the schedule provided for in Annex "A".*
 - 1.4 *MEDICUS shall forward all bills incurred fifteen to thirty (15-30) 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. See Annex "B".*
2. **MUNICIPALITY OF TIGBAUAN'S UNDERTAKING:**
- 2.1 *Municipality of Tigbauan shall appoint a Coordinator who shall serve as the contact person between MEDICUS and the candidates in the person of Dra. Josefa Monserate at tel. no. (033) 5118495.*
 - 2.2 *Municipality of Tigbauan shall inform MEDICUS of the preferred 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, Municipality of 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 *Municipality of Tigbauan shall provide MEDICUS' employees the meals for the remote collection.*
 - 2.5 *Municipality of Tigbauan answers and guarantees payment of all bills and within thirty (30) days from receipt of the Statement of Account (SOA). Payment will be based on a PER STATEMENT OF ACCOUNT and no per client/ donor or staggered basis. Invalidity of one invoice does not invalidate the entire SOA for payment.*
 - 2.6 *Municipality of 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 adjustment in writing within a period of fifteen (15) days from receipt of SOA. All billings shall be considered final thereafter.*
 - 2.7 *Should Municipality of 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/subject/donor 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 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 be sent for examination.
- 3.8 After the client/donor/subject hands in the specimen, to 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 at 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
 - Involve in crime scene
 - Involve in past accident
 - Critically ill
- 3.16 Specimen Rejection and Collection of Tests
- 3.16.1 All rejected specimen 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 Municipality of Tigbauan agree to strictly abide by the guidelines and avilment procedures for the smooth and proper implementation of this Agreement. It is hereby understood by the parties that said guidelines and avilment 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 Municipality of 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 Municipality of 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 may be brought by either party based on this Agreement shall exclusively be brought to the proper court of Iloilo City.

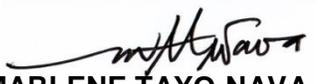
NOW THEREFORE, on motion of HON. NERI T. CAMIÑA, *Chairman, Committee on Peace & Order and Public Safety* and duly seconded by Hon. Dennis T. Valencia, Hon. John Gershwin C. Tueres, Hon. Ariel I. Bernardo, Hon. Julius T. Ledesma, Hon. Ma. Gerrylin Santuyo-Camposagrado Hon. Jerry T. Tuares and Hon. Ronnie T. Paguntalan,

RESOLVED, to authorize the Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada for and in behalf of The Municipality Of Tigbauan to enter into a Memorandum Of Agreement with Medicus Philippines Inc. for the Random Drug Test of "Oplan Tokhang" Surrenderees.

RESOLVED FURTHER, to forward copies of this Resolution to Hon. Mayor Suzette Tenefrancia-Alquisada 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, <i>M.D.</i>	Hon. Ma. Gerrylin Santuyo-Camposagrado, <i>LLB,MPA</i>
Hon. John Gershwin C. Tueres, <i>LLB</i>	Hon. Neri T. Camiña	Hon. Jerry T. Tuares, <i>Civil Engineer</i>
Hon. Ariel I. Bernardo	Hon. Julius T. Ledesma, <i>O.D.</i>	Hon. Ronnie T. Paguntalan (LnB-Pres.)

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