

EXCERPT FROM THE MINUTES OF THE CY 2022 34th REGULAR SESSION OF THE HONORABLE SANGGUNIANg BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON AUGUST 24, 2022 AT 10:15 O’CLOCK IN THE MORNING

PRESENT:

HON. LUGEN T. ORTILANO,	-	Vice Mayor & Presiding Officer
HON. NERI T. CAMIÑA	-	SB Member
HON. JULIUS T. LEDESMA	-	SB Member
HON. REYNALDO E. TUMABOTABO	-	SB Member
HON. NORBERTO T. TURALBA	-	SB Member
HON. JERRY T. TUARES	-	SB Member
HON. JOEL L. SAYSON	-	SB Member
HON. ANA ROWENA A. PERERA	-	SB Member

OFFICIAL BUSINESS:

HON. ADRIAN S. CAMPOSAGRADO	-	SB Member
<i>(To attend the PCL Inteim Executive Officers & Board of Director’s Meeting at Diversion 21 Hotel, Iloilo City, August 23, 2022)</i>		
HON. MARIBETH L. TUPINO	-	Liga President
HON. DYOSSA MARIE TERUÑEZ	-	SKMF President
<i>(To attend the National Barangay Congress Forum on Brgy. Youth & Gender Dev’t. at SMX Convention Center, Mall of Asia, Pasay City Diversion 21 Hotel, Iloilo City, August 23-25 2022)</i>		

ABSENT: NONE

Resolution No. 2022-110

RESOLUTION AUTHORIZING ATTY. VIRGILIO T. TERUEL, MUNICIPAL MAYOR, IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF SCIENCE AND TECHNOLOGY REGIONAL OFFICE NO. VI FOR THE ROLL-OUT OF 1000 RXBOX TELEHEALTH DEVICES IN SELECTED HEALTHCARE FACILITIES IN THE PHILIPPINES

WHEREAS, in a letter dated August 22, 2022, the Local Chief Executive requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Authorizing Atty. Virgilio T. Teruel, Municipal Mayor, In Behalf Of The Municipality Of Tigbauan To Enter Into A Memorandum Of Agreement (MOA) For The Roll-Out Of 1000 RxBox Telehealth Devices In Selected Healthcare Facilities In The Philippines Of The Department Of Science And Technology Regional Office No. VI And The Local Government Unit Of Tigbauan”*

WHEREAS, the said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- The **DEPARTMENT OF SCIENCE AND TECHNOLOGY REGIONAL OFFICE NO. VI**, a government agency created and existing under, and by virtue of the laws of the Republic of the Philippines, with postal address at Magsaysay Village, Lapaz, Iloilo City, hereinafter referred to as **“DOST VI”** and represented by its Regional Director, **ROWEN R. GELONGA**; and
- The **LOCAL GOVERNMENT UNIT OF TIGBAUAN, ILOILO**, with principal office address at Tigbauan, Iloilo, hereinafter referred to as **“LGU TIGBAUAN, ILOILO”** and represented by its Municipal Mayor, **HON. VIRGILIO T. TERUEL**;

WHEREAS, the **DOST VI** provides direction, leadership and coordination of all scientific and technological services and ensure that the results there from are geared and utilized in areas of maximum economic and social benefits to the people;

WHEREAS, the **DOST VI** has been assisting the local government units and other government offices through various science-based programs and projects in recognition of its contribution to regional development;

WHEREAS, the **DOST VI** has collaborated with the University of the Philippines National Telehealth Center (UP NTHC) and the Department of Health (DOH) in the implementation of the project entitled the **“Roll-out of RxBox 1000 Telehealth Devices in Selected Healthcare Facilities in the Philippines”**, herein referred to as the PROJECT, designed to provide better access to life-saving health care service in COVID-19 healthcare facilities as well as isolated and disadvantaged communities nationwide;

WHEREAS, the **DOST VI**, as the lead implementing agency of the PROJECT, has requested the PCHRD Governing Council and the DOST EXECOM to repurpose the PROJECT to deploy the RxBox units in healthcare facilities, as stand-alone clinical monitoring device, with COVID-19 cases and was approved on April 23, 2020;

WHEREAS, the **DOST VI** has identified the critical need to support in providing its constituents better access to life-saving health care services through the PROJECT in selected healthcare facilities by donating one (1) RxBox set which shall be used for Covid-19 related cases and will be subjected for monitoring for a period of three (3) months;

WHEREAS, the **LGU Tigbauan, Iloilo** was created in accordance with the provisions of RA 7160 otherwise known as the “Local Government Code of the Philippines” of which role is to serve primarily as a general purpose government for the coordination and delivery of basic, regular and direct services and effective governance of the inhabitants within its territorial jurisdiction;

WHEREAS, the **LGU Tigbauan, Iloilo** is committed to provide technical, financial and human resource support in hosting the installation, operation, and responsible use of the set of the RxBox telehealth device, as listed on this agreement;

WHEREAS, the **DOST VI** and **LGU Tigbauan, Iloilo** pledged to extend their full cooperation for the effective and efficient implementation of the aforesaid project;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto agree to implement the project **“Roll-out of RxBox 1000 Telehealth Devices in Selected Healthcare Facilities in the Philippines”** and enter into this Memorandum of Agreement under the following terms and conditions:

1. That **DOST VI** shall:

1.1 Donate one (1) set of RxBox telehealth device as listed:

- 1.1.1 1pc RxBox Device
- 1.1.2 1pc ECG Cable
- 1.1.3 1pc. SPO2 sensor
- 1.1.4 6pcs.ECG Suction cups
- 1.1.5 1pc. Thermometer
- 1.1.6 1pc. Fetal Module Transducer
- 1.1.7 2pcs. Fetal Module Belt
- 1.1.8 4pcs. ECG Clamps
- 1.1.9 1pc. Power Supply
- 1.1.10 1pc. BP Cuff
- 1.1.11 1pc. Power Cord
- 1.1.12 1pc. CPU
- 1.1.13 1pc. Power cord of CPU
- 1.1.14 1pc. Router (TP-Link)
- 1.1.15 1pc. Power Adaptor of Router

2.1.1 1pc. SIM Card (Provider: _____);

to the selected healthcare facility of the LGU Tigbauan, Iloilo;

- 2.2 Ensure that the equipment is in good condition upon arrival and turnover, has complete parts and accessories as described and is working properly upon installation;
- 2.3 Facilitate the conduct of training of healthcare facility users on the installation, use/operation and maintenance of the RxBox device, its accessories and software;
- 2.4 Coordinate technical support as needed by the healthcare facility during the project implementation; and
- 2.5 Check/verify the progress of project implementation to ensure that activities are executed and completed based on the approved Schedule of Activities during the entire duration of the project

3. That **LGU Tigbauan, Iloilo**, thru the selected healthcare facility, namely the **Tigbauan Municipal Health Office**, shall:

- 2.1 Provide financial, operational and administrative support in the implementation of the project;
- 2.2 Establish the guidelines on the use of the RxBox device to ensure its efficient and maximum usage for patients with Covid-19 disease and other patients, and regarding the security, backup, and/or destruction of the clinical and public health data;
- 2.3 Designate a team who will be trained as authorized users to operate, manage, maintain, and monitor the RxBox device, its accessories and software;
- 2.4 Monitor the use of RxBox set, report any issues encountered with its use and submit report of its performance to DOST VI;
- 2.5 Provide access to DOST VI during project visits and monitoring; Acknowledge DOST, UP NTHC and DOH in any media release, publication, progress and other reports pertaining to the operation of RxBox;
- 2.6 Be responsible and accountable for the maintenance and safekeeping of the RxBox set for three (3) months; and
- 2.7 Ensure that the RxBox device usage is uploaded to the project's RxDETEC system on a daily basis.

4. **OWNERSHIP, TRANSFER, OR RETURN OF EQUIPMENT**

- 3.1 The ownership of the RxBox set, the equipment and non-consumable items of the project shall remain with DOST VI. DOST VI may facilitate pull-out of units when usage is not optimized or become unproductive during the project duration as defined below:
 - a. Sufficient use (defined as use of each sensor once every day, computed weekly) has not been demonstrated for a period of four (4) consecutive weeks; and
 - b. No report regarding utilization has been received from the facility for a period of four (4) consecutive weeks.
- 3.2 After three (3) months of continuous use as defined in Section 3.1.a, DOST VI shall donate one (1) RxBox set to **LGU Tigbauan, Iloilo** for use at the healthcare facility. To facilitate transfer of ownership, **LGU Tigbauan, Iloilo** shall submit the following documents to DOST VI:
 - a. An LGU Tigbauan, Iloilo Sangguniang Bayan Resolution defining commitment and measures to ensure the sustainability of the RxBox; and
 - b. A written letter of request for equipment donation from LGU to DOST VI.
- 3.3 **DOST VI** may facilitate the pull out of the equipment if the device is not sufficiently used as defined by section 3.1.a of this agreement;
 - 3.3.1 DOST VI shall notify the **LGU Tigbauan, Iloilo**, seven (7) days prior, that the device is for pull out;
 - 3.3.2 **LGU Tigbauan, Iloilo** shall ensure that the equipment is in good condition, has complete parts and accessories as listed on this Agreement under Section 1.1, and is properly working prior to pick up;
 - 3.3.3 The equipment shall be inspected by representatives of both parties at the time of pick up. The result of this inspection shall be documented on an Equipment Inspection Form. Digital photographs of the equipment shall also be taken to ensure that any existing damage is documented properly.

- 3.4 *If the Inter-Agency Task Force on Emerging Infectious Diseases (IATF) has declared that the pandemic is under control within the loaning period, the LGU may apply for transfer of ownership as enumerated in 3.2.;*
- 3.5 *Due to some technical limitations of the project, in the event that the device has been damaged and functions below expectations within the duration of the project, the device will not undergo any repair service and will be pulled out by DOST VI;*

5. **INTELLECTUAL PROPERTY SECTION**

- 4.1 *All inventions and other intellectual properties created and/or owned by the parties prior to entering into this agreement shall belong to the party who created or owns these intellectual properties;*
- 4.2 *Ownership of other intellectual properties generated in the course of implementation of the agreement shall be in accordance with the provision of the Intellectual Property Code, Technology Transfer Act, the Intellectual Property Policies of the parties as well as other related laws, rules and regulations;*

6. **AMENDMENTS**

This agreement or any part or portion hereof shall be amended, modified or revised only through formal written agreement between the Parties hereto citing the specific clause(s) and/or provisions to be revised and their stating the corresponding amendments.

7. **EFFECTIVITY AND DURATION**

This agreement shall take effect upon signing by the parties hereto and shall remain in force for the duration of three (3) months, unless sooner terminated by either party provided that a written notice shall have been served one month prior to its termination.

This MOA shall take effect after the same is duly signed and notarized and will remain in effect until it is terminated by any of the parties.


NOW, THEREFORE, on motion of HON. ANA ROWENA A. PERERA, Chairperson, Committee on Health and Sanitation and duly seconded by Hon. Neri T. Camiña, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares and Hon. Joel L. Sayson;

BE IT RESOLVED, to authorize Atty. Virgilio T. Teruel, Municipal Mayor, in behalf of the Municipality of Tigbauan to enter into a Memorandum of Agreement (MOA) with the Department of Science and Technology Regional Office No. VI for the Roll-Out of RxBox 1000 Telehealth Devices in selected Healthcare Facilities in the Philippines.

RESOLVED FURTHER, to furnish copies of this Resolution to the Office of the Municipal Mayor, Atty. Virgilio T. Teruel, Department of Science and Technology Regional Office No. VI, Tigbauan Municipal Health Office, and all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:


LUGEN T. ORTILANO
Vice Mayor & Presiding Officer

HON. ADRIAN S. CAMPOSAGRADO
HON. NERI T. CAMIÑA
HON. REYNALDO E. TUMABOTABO
HON. JOEL L. SAYSON

HON. JULIUS T. LEDESMA, O.D.
HON. NORBETO T. TURALBA
HON. JERRY T. TUARES, C.E.

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
HON. MARIBETH LEDESMA-TUPINO, LnB President
HON. DYOSSA MARIE TERUÑEZ, SKMF President