



EXCERPT FROM THE MINUTES OF THE CY 2022 – 39<sup>TH</sup> REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON SEPTEMBER 28, 2022 AT 10:30 O’CLOCK IN THE MORNING

**PRESENT:**

HON. ADRIAN S. CAMPOSAGRADO	-	SB Member & Temporary Presiding Officer
HON. REYNALDO E. TUMABOTABO	-	SB Member
HON. JULIUS T. LEDESMA	-	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
HON. MARIBETH L. TUPINO	-	Liga President
HON. DYOSSA MARIE TERUÑEZ	-	SKMF President

**OFFICIAL TRAVEL**

HON. LUGEN T. ORTILANO	-	Vice Mayor
<i>(To facilitate &amp; discuss with Iloilo Gov. Arthur Defensor Jr, re: several municipal projects &amp; other important matters on Sept. 28, 2022; Iloilo City.)</i>		
HON. NERI T. CAMIÑA	-	SB Member
<i>(To attend the Iloilo First District Leaders' Dialogue on Solid Waste Management, Sept. 28, 2022, San Joaquin, Iloilo)</i>		

**ABSENT: NONE**

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**Resolution No. 2022-134**

RESOLUTION GRANTING AUTHORITY TO ATTY. VIRGILIO T. TERUEL, MUNICIPAL MAYOR, FOR AND IN BEHALF OF THE TIGBAUAN MUNICIPAL HEALTH AND BIRTHING CENTER TO SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH TRUSTLAB DIAGNOSTIC CENTER WHERE SAID CENTER AGREES TO PROVIDE UP TO LEVEL 2 LABORATORY EXAMINATION SERVICES, AMONG OTHERS, TO THE PATIENTS REFERRED BY THE TIGBAUAN MUNICIPAL HEALTH AND BIRTHING CENTER

**WHEREAS**, in a letter dated September 27, 2022, the Local Chief Executive requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Granting Authority To Atty. Virgilio T. Teruel, Municipal Mayor, For And In Behalf Of The Tigbauan Municipal Health And Birthing Center, To Sign And Enter Into A Memorandum Of Agreement (MOA) With Trustlab Diagnostic Center Where Said Center Agrees To Provide Up To Level 2 Laboratory Examination Services, Among Others, To The Patients Referred By The Tigbauan Municipal Health And Birthing Center”*

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

- **TIGBAUAN MUNICIPAL HEALTH AND BIRTHING CENTER**, a government office created by the Local Government Unit of Tigbauan, Iloilo, with office address at Tupan St., Brgy. 5 Poblacion, Tigbauan, Iloilo, herein represented by **ATTY. VIRGILIO T. TERUEL** and hereinafter referred to as “PhilHealth Konsulta Package Provider” and
- **TRUSTLAB DIAGNOSTIC CENTER**, a Health Referral Facility with office address at Tigbauan Iloilo, herein represented by **DR. DONNA EMELIE-ALINDONG** and hereinafter referred to as “Referral Facility”

**WHEREAS**, there is a need to establish a partnership and referral system with other health service provider/facilities in order to improve the delivery of quality health care to patients;

**WHEREAS**, the Referral Facility has a diagnostic facility capable of providing up to Level 2 laboratory examinations services among others;

**WHEREAS**, the Primary Health Care Provider does not have a complete facility to provide laboratory examination services to its patients and wishes its patients to be provided with the services by the Referral Facility;

**WHEREAS**, the Referral Facility agrees to provide services to the patients of the PhilHealth Konsulta Provider based on the terms and conditions of this Agreement, to wit:

**1. KEY TERMS**

**1.1 Services-** *The Referral Facility shall provide the following services ("Services") to be the patients referred by the PHC provider in accordance with the terms and conditions of this agreement;*

**1.2 Period of Delivery of the Services-** *The Referral Facility shall commence the provision of the services and shall continue until and unless terminated by either Party;*

**1.3 Place of Delivery of Services-** *The Referral Facility shall provide services at the designated locations*

**1.4 Price**

*a. As consideration for the provision of the Services by the Referral Facility, the price for the provision of the Services shall be as follows:*

*b. The payment for referred diagnostic services shall be charged against the Pet Family Ratio (PFPR) fund of the accredited Philhealth Konsulta Package Provider. It shall be the responsibility of the LGU concerned to enact the referral and payment system required therefore. The Philhealth Konsulta Package Provider entitled members and dependents shall not incur out of package expenses of such services.*

**2. GENERAL TERMS**

**2.1. Warranty-** *The Referral Facility represents and warrants that:*

*a. It will perform the Services with reasonable care and skill; and*

*b. The Services provided by the Referral Facility to the patients referred by the Philhealth Konsulta Package provider of this Agreement will not infringe or violate any intellectual property rights or other third party.*

**2.2. Limitation of Liability**

*a. Either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the observance of its obligation under this Agreement and every applicable part of it shall be limited in aggregate to the Price of the Services;*

*b. Nothing in this Clause will serve to limit or exclude either party's liability for death or personal injury arising from its own negligence.*

**2.3 Termination-** *Either party may terminate this Agreement upon notice in writing if:*

*a. The other is in breach of any material obligation contained in this Agreement, which in not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do, or;*

*b. A voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver is appointed over any of the other party's assets or an undertaking or a resolution or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or portion to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous*

*procedure in the country of incorporation of either Party of if any circumstances arise which entitle a court of competent jurisdiction or creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other party.*

*Any termination of this Agreement (howsoever occasioned) shall not affect any accrued right or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof of which is expressly or by implication intended to come into or continue in force on or after such termination.*

**2.4. Relationship of the Parties-** *The Parties acknowledge and agree that the Services performed by the Referral Facility, its employees, agents, or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties.*

**2.5 Confidentiality-** *Neither Party will use, copy, adapt, alter, nor part with possession of any information of the other which is disclosed or otherwise comes into its possession under or relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.*

**2.6. Notices-** *Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, registered mail, facsimile transmission or electronic mail to the address of the other Party specified in this Agreement or any other address notified in writing to the other Party.*

**2.7. Miscellaneous-**

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights;*
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this Agreement shall be affected;*
- c. Neither Party shall assign or transfer all or any parts of its rights under this Agreement without the consent of the other Party;*
- d. This agreement may not be amended for any other reason without the prior written Agreement of both Parties;*
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understanding with respect hereto; and this Agreement shall be governed by existing Philippine laws, rules and regulations and the Parties agree to submit disputes arising out of or in connection with this Agreement to arbitration before invoking the jurisdiction of the courts.*

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, Hon. Joel L. Sayson, Hon. Maribeth L. Tupino and Hon. Dyossa Marie T. Teruñez;

BE IT RESOLVED, AS IT IS HEREBY RESOLVED, by the Sangguniang Bayan to Grant Authority to Atty. Virgilio T. Teruel, Municipal Mayor, for and in behalf of the Tigbauan Municipal Health and Birthing Center, to sign and enter into a Memorandum of Agreement (MOA) with Trustlab Diagnostic Center where said center agrees to provide up to Level 2 Laboratory Examination Services, Among Others, to the patients referred by the Tigbauan Municipal Health and Birthing Center.

RESOLVED FURTHER, to furnish copies of this Resolution to the Office of the Municipal Mayor, Atty. Virgilio T. Teruel, to the Municipal Health Office, Tigbauan, Iloilo and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:

  
**MARLENE TAYO-NAVA**  
S.B. Secretary

ATTESTED:

  
**ADRIAN S. CAMPOSAGRADO**  
SB Member & Temporary Presiding Officer

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

HON. LUGEN T. ORTILANO  
Municipal Vice Mayor  
*Sangguniang Bayan Members:*

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