

EXCERPT FROM THE MINUTES OF THE CY 2024 – 36th REGULAR SESSION OF THE HONORABLE SANGGUNIAN NG BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON SEPTEMBER 03, 2024 AT 9:40 O’CLOCK IN THE MORNING

- PRESENT:**
- | | | |
|--------------------------------|---|--------------------------------|
| HON. LUGEN T. ORTILANO, | - | Vice Mayor & Presiding Officer |
| HON. ADRIAN S. CAMPOSAGRADO | - | SB Member |
| HON. NERI T. CAMIÑA | - | SB Member |
| 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. GAYLORD T. TRASPORTO | - | Liga President |
| HON. FLORENCE JOY V. CABALONGA | - | SKMF President |

ABSENT: NONE

Resolution No. 2024-148

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. VIRGILIO T. TERUEL, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE MEDICUS PHILIPPINES INC., MANDURRIAO, ILOILO CITY FOR THE IMPLEMENTATION OF ANNUAL MEDICAL AND MANDATORY DRUG TESTING FOR LGU-TIGBAUAN EMPLOYEES.

WHEREAS, in a letter dated September 2, 2024, the Hon. Mayor, Atty. Virgilio T. Teruel, requested this August Body for the urgent passing of a *“Resolution Authorizing The Municipal Mayor, Atty. Virgilio T. Teruel, for and in Behalf of the Municipality of Tigbauan, to Enter Into a Memorandum of Agreement (MOA) With the MEDICUS Philippines Inc., Mandurriao, Iloilo City for the Implementation of Annual Medical/Physical Examination and Random Drug Testing for LGU-Tigbauan Employees;”*

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

- MEDICUS PHILIPPINES INC.**, a corporation organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 8th floor Medicus Medical Center, RV Bernardo Ave. Mandurriao Iloilo City which will be serviced by Medicus Jaro Branch located at Jaro Commercial Complex, Lopez Jaena St., Jaro Iloilo City represented in this act by its Junior Operations Manager, Ms. Vera Mae Arnaldo, hereinafter referred to as **“MEDICUS,”** and
- The **MUNICIPALITY OF TIGBAUAN** duly organized corporation and existing under Philippine Laws, with principal office located at National Road, Tigbauan, Iloilo represented in this act by its Municipal Mayor, Atty. Virgilio T. Teruel hereinafter referred to as **“MUNICIPALITY OF TIGBAUAN”**.

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, as per attached SERVICE AGREEMENT, the on-site annual medical examination and drug test will be tentatively conducted on September 18-20, 2024, with the following tests included:

ANNUAL MEDICAL EXAMINATION			
LIST OF EXAMINATION	NO. OF PAX	Quotation per patient	Total Amount
FBS	320	P470.00 per pax	P150,400.00
CBC	320		
CHOLESTEROL	320		
DRUG TEST (Shabu & Marijuana)	320		

ADDITIONAL TEST			
LIST OF EXAMINATION	NO. OF PAX	Quotation per patient	Total Amount
ECG (50 years old & up	101	280.00	28,280.00
CHEST PA (Market, GSO, MEO and Motorpool Personnel)	68	200.00	13,600.00
TOTAL			P41,880.00
OVERALL TOTAL COST			P192,280.00

For Individual Examinations that is not included in the package:
10% Discount on Laboratory/Radiology/ECG
5% Discount on Ultrasound

WHEREAS, MUNICIPALITY OF 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 **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 Employees of **MUNICIPALITY OF TIGBAUAN** for mandatory **DRUG TEST Examination** or for Remote Collection 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 Ms. Jeanlyn Torrico, HRMO within 5 days or later if there is a need to review or reevaluate the laboratory result.
- 1.3 **MEDICUS** shall charge **MUNICIPALITY OF TIGBAUAN** a Two Hundred Fifty Pesos (**Php 250.00**) per employee for the examinations rendered.
- 1.4 **MEDICUS** shall forward all bills incurred fifteen (15) days after the remote collection was finished.
- 1.5 In case of positive drug test result, **MEDICUS** shall facilitate an additional payment of P1,000.00/person payable to a confirmatory laboratory in Manila for confirmatory testing.

2. MUNICIPALITY OF TIGBAUAN 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 Ms. Jeanlyn Torrico at 033-511-7936.
- 2.2. **MUNICIPALITY OF 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, **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.
- 2.4. **MUNICIPALITY OF TIGBAUAN** answers and guarantees payment of all bills and within fifteen (15) days from receipt of the Statement of Account (SOA). Payment will be on cash/check basis, and not per employee or staggered basis.
- 2.5 **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 the SOA. All billings shall be considered final thereafter.
- 2.6 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 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 to empty his/her pockets and check items that may be used to adulterate the specimen.

- 3.3 The client 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 to select the collection container from available supplies. The specimen container is to be opened in full view of the client.
- 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 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 to provide another urine specimen immediately, under direct observed collection. This second specimen shall also be sent for examination.
- 3.8 After the client 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 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 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 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 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 MUNICIPALITY OF 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 **MUNICIPALITY OF TIGBAUAN** where the acts of the latter are deemed the acts of
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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 of in providing medical, diagnostic and therapeutic facilities and services.

- 4.3 This Agreement including all its attachments shall 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 by either parties.
- 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. ANA ROWENA A. PERERA Vice Chairperson, Committee on Education, Tourism and **Civil Service** (under the authorship of Hon. Adrian S. Camposagrado, Committee Chairman) 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. Gaylord T. Trasporto and Hon. Florence Joy Cabalonga,

RESOLVED, to authorize the Municipal Mayor, Atty. Virgilio T. Teruel, for and in behalf of the Municipality of Tigbauan, to enter into a Memorandum of Agreement (MOA) with the MEDICUS Philippines Inc., Mandurriao, Iloilo City for the implementation of Annual Medical Examination and Mandatory Drug Testing for LGU Tigbauan Employees,

RESOLVED FURTHER, to furnish copies of this Resolution to Hon. Atty. Virgilio T. Teruel, Municipal Mayor and to 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. LUGEN T. ORTILANO
Municipal Vice Mayor

Sangguniang Bayan Members:

HON. ADRIAN S. CAMPOSAGRADO
HON. NERI T. CAMIÑA
HON. REYNALDO E. TUMABOTABO

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

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
HON. MARIBETH LEDESMA-TUPINO, LNB President
HON. FLORENCE JOY V. CABALONGA, PPSK President