



Republic of the Philippines  
REGION IX  
PROVINCE OF ZAMBOANGA DEL SUR  
Municipality of Dumaliniao



**OFFICE OF THE SANGGUNIANG BAYAN**

**EXCERPTS FROM THE MINUTES OF THE 46<sup>th</sup> REGULAR SESSION OF THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON SEPTEMBER 11, 2023.**

**Present:**

<b>HON. LORENZO S. ALCANTARA</b>	- Municipal Vice Mayor
<b>HON. RONALDO D. ENCABO</b>	- SB Member
<b>HON. ARNOLD L. FLORES</b>	- SB Member
<b>HON. FREDERICK R. BALANDRA</b>	- SB Member
<b>HON. HERMES B. CABALES</b>	- SB Member
<b>HON. MA. GEMMA C. ALBISO</b>	- SB Member
<b>HON. RHOLLY A. LABANG</b>	- SB Member
<b>HON. ROMEO G. LIGAN</b>	- SB Member
<b>HON. JELITO R. PEÑONAL</b>	- SB Member
<b>HON. JESSIE NIEL C. PAULO</b>	- ABC President
<b>HON. JEZIEL R. DAGUPAN</b>	- SKF President
<b>HON. ROMEO D. PARILA</b>	- IPMR

**Absent: NONE**

**RESOLUTION NO. 0231-2023**

**RESOLUTION AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO S. CERILLES, RMT, MAGD, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) BETWEEN PDC DIAGNOSTIC CENTER FOR CHEST X-RAY EXAMINATION, HEMATOLOGY AND BLOOD CHEMISTRY SERVICES**

**WHEREAS**, presented to this august body for appropriate action, is the letter request of Municipal Health Officer-LGU-Dumaliniao, Zamboanga del Sur to authorize the Local Chief Executive, Honorable Mayor Junaflo S. Cerilles, RMT, MAGD to enter into a Memorandum of Agreement (MOA) between PDC Diagnostic Center for Chest X-Ray Examination, Hematology and Blood Chemistry Services;

**WHEREAS**, pursuant to Republic Act 7160 otherwise known as the Local Government Code of 1991 provides that Local Government Unit has the power to enter into contracts with the authorization by the Sangguniang Bayan through a resolution;

**WHEREAS**, the PDC Diagnostic Center, is a private health facility with office address at Alano St., San Francisco District, Pagadian City duly represented by its Medical Director, Maria Christina M. Cabahug, RMT that has a diagnostic facility capable of providing Chest X-Ray Examination services, Hematology, Blood Chemistry and the like;

**WHEREAS**, the Dumalinao Rural Health Unit- Local Government Unit of Dumalinao does not have a complete facility to provide Chest X-Ray Examination services, Hematology and Blood Chemistry services to its patient and wishes to provide with the services by the Referral Facility;

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

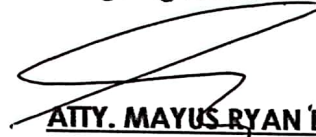
**WHEREAS**, after careful review and exhausted deliberation, finding the same sound, proper, and in order;

**NOW, THEREFORE**, premises above-considered, on motion by **HON. JELITO R. PEÑONAL** the body resolved, as it hereby resolved to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD to enter into a Memorandum of Agreement (MOA) between PDC Diagnostic Center for Chest X-Ray Examination, Hematology and Blood Chemistry Services;


**LET** the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and information.

**DONE** this **11<sup>TH</sup> day** of **SEPTEMBER 2023**, at Dumalinao, Zamboanga del Sur.

**I HEREBY CERTIFY** to the correctness of the foregoing resolution.

  
**ATTY. MAYUS RYAN D. ANDO**  
SB Secretary

Attested and approved by:

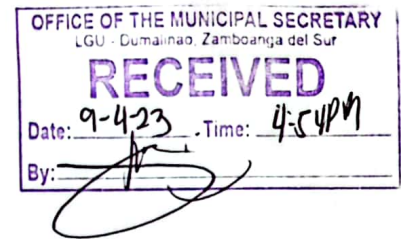
  
**HON. LORENZO S. ALCANTARA**  
Municipal Vice Mayor - Presiding Officer



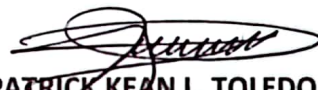
Republic Of the Philippines  
PROVINCE OF ZAMBOANGA DEL SUR  
Municipality of Dumalinao

RURAL HEALTH UNIT DUMALINAO

1<sup>st</sup> ENDORSEMNET  
04<sup>th</sup> SEPTEMBER 2023



Respectfully endorsing to the Sangguniang Bayan of this Municipality thru Hon. Lorenzo S. Alcantara, the presiding officer, an endorsement authorizing the Local government unit of Dumalinao to enter into memorandum of agreement with PDC Diagnostic Center, a private laboratory on chest x-ray examination, Hematology and blood chemistry.

  
**PATRICK KEAN L. TOLEDO, MD**  
Municipal Health Officer



Name of Examination	View	Cost
Chest X-ray	PA	250.00
Chest X-ray	AP	250.00
Chest X-ray	PAL	250.00
Hematology		
Blood Chemistry		

- b. The payment for referred diagnostic services shall be charged against the preferred payment for entitled clients.
- c. Payments will be on a one-time payment basis prior to usage of services annually.

**2. General Terms**

**2.1 Warranty -** The **SECOND PARTY** represents and warrants that:

- a. It will perform the services with reasonable care and skill; and

b. The Services provided by the **SECOND PARTY** to the patients referred by the **FIRST PARTY** under this Agreement will not infringe or violate any intellectual property rights or other right of any 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 performance or observance of its obligations 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 is not remedied ( if the same is capable of being remedied) within 30 days of written notice from the other party to do so; or
- b. A voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition 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 or if any circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver, administrative or administrator or to present a winding – up petition or make a winding – up order in order in respect of the other Party.

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof 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 **SECOND PARTY**, 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.

# HEMATOLOGY / BLOOD CHEMISTRY

BLOOD TYPE (BT)	70	
COMPLETE BLOOD COUNT (CBC)	200	
CLOTTING TIME BLEEDING TIME (CTBT)	100	
ERYTHROCYTES SEDIMENTATION RATE (ESR)	300	
HEMOGLOBIN (HGB)	50	
HEMATOCRIT (HCT)	50	
MALARIAL SMEAR (BSMP)	500	
PLATELET COUNT	150	
RETIC COUNT	500	
APTT	650	
PROTIME	500	
ALBUMIN	300	
ALKALIE PHOSPATASE (ALP)	300	
ALT/ SGPT	150	
ALT/ SGOT	150	
ALKALIE PHOSPATASE (ALP)	300	
AMYLASE	800	
LIPASE	800	
BILIRUBIN (INDIRECT)	250	
BILIRUBIN (DIRECT)	250	
BLOOD UREA NITROGEN (BUN)	150	
BLOOD URIC ACID (BUA)	150	
CHOLESTEROL (TOTAL)	15	
HIGH-DENSITY LIPOPROTEIN (HDL)	250	
CREATININE (CREA)	150	
FBS (GLUCOSE)/RBS/CBG/2HPPBS	100	
GAMMA GLUTAMYL HEMOGLOBIN (GGT)	800	
HBA1C (GLYCOSYLATED HEMOGLOBIN)	700	
LACTATE DEHYDROGENASE (LDH)	800	
LIPID PROFILE (CHOLE, TRIG, HDL, LDL)	500	
OGTT 50GRAMS	650	
OGTT 750GRAMS	750	
OGTT 100GRAMS	900	
PHOSPHORUS	500	
TOTAL PROTEIN	800	
TPAG (TOTAL PROTEIN, ALBUMIN, GLOBULIN)	100 0	
TRIGLYCERIDES	150	



**2.5 Confidentiality** – Neither Party will use, copy, adopt, alter, or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in 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 unto 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 notified in writing to other Party.

**2.7 Miscellaneous –**

a. The failure or 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 part 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 hereof 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 representation, writings, negotiations or understandings with respect hereto.

f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of Gods, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

g. 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.

IN WITNESS WHEREOF, the parties have signed this Agreement on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

**MARIA CHRISTINA M. CABAUG, MD**  
Medical Director

**JUNAFLO S. CERILLES, RMT, MAGD**  
Municipal Mayor

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES:

\_\_\_\_\_ : S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction this day of personally appealed:

Name	C.T.C	No. Issued on/at	Other competent evidence of identity (Pursuant to A.M, No 02-08-13-SC
<u>JUNAFLO S. CERILLES, RMT, MAGD</u>	_____	_____	_____
<u>MARIA CHRISTINA M. CABAUG, RMT</u>	_____	_____	<u>PRC NO.: 00857</u>

Who appear to me in person and present an integrally complete instrument or document; and who presented to me that the signatures on the instrument or document, consisting of 4 pages, including this page where the acknowledgement is written, was voluntarily affixed by them for the purpose/s stated in the instrument or document; and declare that they have executed the instrument or document as their free voluntary act and deed, and if they act in a particular representative capacity, that they have the authority to sign in that capacity.

WITNESS MY HAND AND SEAL on the date and at the place above written.

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THIS PRESENTS:

This UNDERSTANDING, made and entered into this 3<sup>RD</sup> day in the month of January of the year 2023 at the Province of Zamboanga del Sur, Philippines, by and between:

DUMALINAO, LGU, represented by its MUNICIPAL MAYOR, hereinafter referred to as the "FIRST PARTY".

-and-

PDC Diagnostic Center, represented by its owner MARIA CHRISTINA M. CABAUG, of legal age Filipino and a resident of Pagadian City, herein referred to as the SECOND PARTY.

WITNESSETH

WHEREAS, the SECOND PARTY is engaged in the business of providing medical laboratory, drug test and X-ray services to all its walk-in patients.

WHEREAS, the FIRST PARTY are at times in need of other laboratory test and x-ray beyond its authorized capacity.

NOW THEREFORE, the FIRST PARTY and SECOND PARTY hereby mutually agreed to the following terms and condition.

1. The FIRST PARTY will forward and endorse unto SECOND PARTY laboratory request, drug test and x-ray services not available in the former.
2. The SECOND PARTY will be available to the request of FIRST PARTY for medical laboratory and x-ray services, atb regular rates offered by the former.

The Memorandum of Understanding is made and entered into by both parties voluntarily and with all good faith.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signature on this \_\_\_\_ day of \_\_\_\_ 2023 at \_\_\_\_\_, Philippines.

JUNAFLO S. CERILLES, RMT, MAGD  
Municipal Mayor  
(FIRST PARTY)

MARIA CHRISTINA M. CABAUG  
Owner, PDC Diagnostic Center  
(SECOND PARTY)

SIGNED IN THE PRESENCE OF

PATRICK KEAN L. TOLLEDO, MD  
Municipal Health Officer

OSCAR P. EGUIA, RMT  
Medical Technologist II

REPUBLIC OF THE PHILIPPINES  
PROVINCE OF ZAMBOANGA DEL SUR  
MUNICIPALITY OF DUMALINAO  
X-----x

BEFORE ME, A NOTARY Public and in the Municipality of Dumalinao, Province of Zamboanga del Sur, this \_\_\_\_ day of \_\_\_\_\_, 2023 Maria Christina M. Cabahug, appeared with \_\_\_\_\_ issued on \_\_\_\_\_ and Junaflo S. Cerilles, RMT, MAGD, with ID # \_\_\_\_\_ issued on \_\_\_\_\_ known to me to be the same persons who executed the foregoing instrument and they acknowledge that the same is their free act and deed.

WITNESS MY HAND AND SEAL

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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_