



Republic of the Philippines
Province of Davao del Norte
Municipality of Braulio E. Dujali
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BEFORE THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE THIRD (3RD) REGULAR SESSION OF THE SANGGUNIANG BAYAN OF BRAULIO E. DUJALI (TERM 2019-2022) AND HELD AT THE SANGGUNIANG BAYAN SESSION HALL, MUNICIPAL BUILDING ON JULY 22, 2019, MONDAY.

PRESENT:

HON. DONNA MAE BALDONADO-BERNADAS, Ed.D	- Vice Mayor & Presiding Officer
HON. RESTIE E. TABIRAO	- Sangguniang Bayan Member
HON. ATTY. YASMIN V. CAMPION, REA, REB	- Sangguniang Bayan Member
HON. ANNA C. CAGULADA	- Sangguniang Bayan Member
HON. RICKY T. DELCO	- Sangguniang Bayan Member
HON. CONCORDIO B. MOMO, JR.	- Sangguniang Bayan Member
HON. ADHEM F. FUNA	- Sangguniang Bayan Member
HON. SAMUEL F. PACRES	- Sangguniang Bayan Member
HON. NELSON C. BAER, RA	- Sangguniang Bayan Member
HON. ANGELITO P. ORILLOSA	- ABC Pres./Ex-Officio Member
HON. FRANCISCO D. BUCADON	- IPMR /Ex-Officio Member
HON. DEXTER G. MENDIO	- SKF Pres./Ex-Officio Member

ON OFFICIAL BUSINESS:

NONE

ABSENT:

NONE

(Sponsor: Hon. Baer)

(Co-Sponsors: Hon. Campion, Hon. Tabirao, Hon. Cagulada, Hon. Delco, Hon. Momo, Hon. Funas, Hon. Pacres, Hon. Orillosa, Hon. Mendio)

RESOLUTION NO. 2019-16

GRANTING AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN SES DAVAO DIAGNOSTICS INC. CERTIFIED AS CATEGORY B NEWBORN HEARING DIAGNOSTICS CENTER BY THE DEPARTMENT OF HEALTH/NATIONAL INSTITUTE OF HEALTH-NEWBORN HEARING SCREENING REFERENCE AND RECOGNIZED BY PHILHEALTH

WHEREAS, letter dated June 26 19, 2018 of Atty. Leah Marie Moral-Romano, Municipal Mayor addressed to the Honorable Sangguniang Bayan Members thru Hon. Donna Mae Baldonado-Bernadas, Ed.D, Municipal Vice Mayor requesting for an authority to sign into Memorandum of Agreement by and between SES Davao Diagnostics INC. and LGU of Braulio E. Dujali for appropriate action, was forwarded to this level and later referred to the committee, for study;

WHEREAS, during the conduct of Committee meeting/hearing it was found out that the said MOA which will be entered by and between this Local Government Unit and SES Davao INC in connection with the referral of Newborn Hearing Diagnostics Center of Patient served by the Braulio E. Dujali Safe Birthing and other details of the MOA stated as follows:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into by and between the following:

SES DAVAO DIAGNOSTICS INC., a cooperation duly organized and existing under and by virtue of Philippine laws, certified as **Category B Newborn Hearing Diagnostics Center by the Department of Health/National Institutes of Health-Newborn Hearing Screening Reference Center** and recognized by Philhealth, with principal office at Door #10, Building 1, Bormaheco Zone, J.P. Laurel Ave., Bajada, Davao City, represented by its **OPERATIONS & FINANCE, DR. ARTHUR SAMUEL R. SAVADO**, and shall hereinafter be referred to as the **First Party**.

AND

BRAULIO E. DUJALI SAFE BIRTHING FACILITY an institution duly organized and registered under the Philippine laws, with principal address at *Poblacion, Braulio E. Dujali, Davao del Norte*, represented by the Municipal Mayor **ATTY. LEAH MARIE MORAL-ROMANO** and Municipal Health Officer, **CHERRY T. DEMA-ALA, RN, MD** and shall be hereinafter referred to as the **Second Party**.

WHO WITNESSETH THAT

WHEREAS, the First Party has offered to provide the service **NEWBORN HEARING SCREENING TEST**, a special test mandated by the law to be conducted on every newborn child, in the establishment of the Second Party, which offer has been accepted by the Second Part. For purposes of brevity, the said test shall hereinafter be referred to as the **SCREENING TEST**.

WHEREAS, the **SCREENING TEST** shall be conducted as follows:

1. The device to be used for the **SCREENING TEST** is **OTOREAD**, a fast automatic handled Otoacoustic Emission Machine (OAE) instrument for testing;
2. The **SCREENING TEST** will be conducted by a Technical Staff of the First Party on a designated pre-arranged schedule; excluding holidays and Sundays.
3. Result will be provided by the first party through an Official Result Form and a thermal paper print-out form the OAE or through an NHSRC result form to be provided by the Second Party and accomplished by the First Party, **if implemented by said agency**.
4. Patients who received a "refer" result on the initial test will be re-tested free of charge provided that the said repeat test is conducted *within one month after the first test with refer results*.

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree to be bound by the following terms and conditions:

1. **The Price.** The parties agree that the price for every **SCREENING TEST** is hereby at the price of **TWO HUNDRED TWENTY PESOS (Php220.00), per test**.
**Price stated is exclusive of Newborn Hearing Screening Reference Center's Registry form if implemented by said agency)*
2. **Conditions.** The parties agree that:
 - a.) The Second Party shall provide an area in their institution which is conducive for the **SCREENING TEST**.

- b.) The Second Party shall provide a staff to assist the technical staff of the First Party when conducting the SCREENING TEST.
- c.) The First Party shall not reuse any disposable items (e.g. Ear tips) used in the OAE test.
- d.) All Personnel who shall conduct the Newborn Hearing Screening Test MUST BE a certified Category A Newborn Hearing Screeners by the National Institutes of Health – **Newborn Hearing Screening Reference Center**.
- e.) All personnel who will conduct the test must be physically fit and mentally healthy.
- f.) ALL OAE machines to be used for testing MUST BE calibrated yearly.
- g.) The First Party shall provide instructional and educational materials (e.g. brochure, flyers) for parents and guardians of test patients.
- h.) The allowable downtime for the First party is up to 15 working days (e.g. machines due for calibration).

3. Payment. Payment for the SCREENING TEST will be done according to the following scheme:

- a) Payments will be made on a cash and/or check basis system; and
- b) Payment in check should be addressed to SES Davao Diagnostics INC.

4. Duration. The Memorandum of Agreement shall be effective until the accreditation from DOH and PHILHEALTH has approved.

5. Venue of Action. Any action arising out of this Agreement shall be instituted in the proper court of Davao City ONLY to the exclusion of all other venues of action.

IN WITNESS WHEREOF, the parties have hereunto set their hand, this ___th day of _____, Davao City, Philippines.

ARTHUR SAMUEL R. SALVADO, MD

Representative of the First Party

CTC NO. _____

ISSUED ON: _____

ISSUED AT: _____

TIN NO. _____

ID NO: _____

ATTY. LEAH MARIE MORAL-ROMANO

Representative of the Second Party

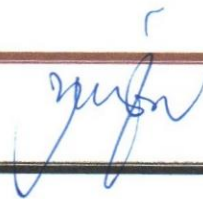
CTC NO. _____

ISSUED ON: _____

ISSUED AT: _____

TIN NO. _____

ID NO: _____

CHERRY T. DEMA-ALA, RN, MD

Representative of the Second Party

CTC NO. _____

ISSUED ON: _____

ISSUED AT: _____

TIN NO. _____

ID NO: _____

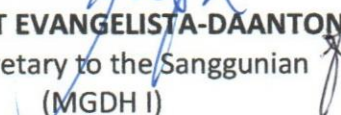
SIGNED IN THE PRESENCE OF:

WHEREFORE, on motion of Hon. Nelson C. Baer, duly seconded by the majority of members present, it is hereby;

RESOLVED TO GRANT AS THIS BODY HEREBY GRANTS AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN SES DAVAO DIAGNOSTICS INC. CERTIFIED AS CATEGORY B NEWBORN HEARING DIAGNOSTICS CENTER BY THE DEPARTMENT OF HEALTH/NATIONAL INSTITUTE OF HEALTH-NEWBORN HEARING SCREENING REFERENCE AND RECOGNIZED BY PHILHEALTH

CARRIED.

I HEREBY CERTIFY to the correctness of this resolution.


JULIET EVANGELISTA-DAANTON
Secretary to the Sanggunian
(MGDH I)

Attested to be duly adopted:


DONNA MAE BALDONADO-BERNADAS, Ed.D
Municipal Vice Mayor & Presiding Officer