



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

11 6 JAN 2024

DR. ALFONSO G. NUÑEZ III

Medical Center Chief II
East Avenue Medical Center
East Avenue, Diliman, Quezon City

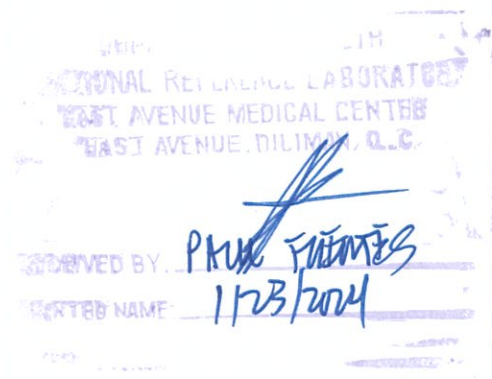
Dear **Dr. Nuñez:**

We are pleased to inform you that the contract for the Project, "Conduct of Random Drug Testing for DBM Central Office Officials and Employees for CYs 2024-2025," in the amount of Five Hundred Thousand Pesos (P500,000.00), is hereby awarded to the East Avenue Medical Center.

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

MAR 01 2024

DR. ALFONSO G. NUÑEZ III
Medical Center Chief II
East Avenue Medical Center
East Avenue, Diliman, Quezon City

Dear **Dr. Nuñez:**

This is to inform your agency that the performance of the obligations specified in the attached Memorandum of Agreement for the Project, "Conduct of Random Drug Testing for DBM Central Office Officials and Employees for CYs 2024-2025," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (the Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

I acknowledge receipt and acceptance of this Notice on March 4, 2024.

Name of Authorized Representative: _____

Signature: _____


ALFONSO G. NUÑEZ III, MD, FPCS, MMHA
Medical Center Chief II
EAST AVENUE MEDICAL CENTER

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

MAR 01 2024

This memorandum of agreement is made and entered into this ____ day of _____ 2024, by and between:

The **DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at General Solano Street, San Miguel, Manila represented hereinafter by **SECRETARY AMENAH F. PANGANDAMAN**, hereinafter referred to as the "FIRST PARTY;"

-and-

EAST AVENUE MEDICAL CENTER / NATIONAL REFERENCE LABORATORY FOR ENVIRONMENTAL AND OCCUPATIONAL HEALTH, TOXICOLOGY AND MICRO-NUTRIENT ASSAY, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at East Avenue, Diliman, Quezon City, represented herein by its **MEDICAL CENTER CHIEF II, ALFONSO G. NUÑEZ III, MD, FPCS, MMHoA**, hereinafter referred to as the "SECOND PARTY."

WITNESSETH:

WHEREAS, the FY 2024 Indicative Annual Procurement Plan of the FIRST PARTY includes the Project, "Conduct of Random Drug Testing for DBM Central Office Officials and Employees for CYs 2024-2025," with an Approved Budget for the Contract (ABC) of Five Hundred Thousand Pesos (P500,000.00);

WHEREAS, the FIRST PARTY determined the need to engage with an authorized health facility to conduct random drug testing among DBM Central Office officials and employees, pursuant to Department Order (DO) No. 19, series of 2019,¹ dated September 13, 2019;

WHEREAS, Items V(D)(5)(a) and (b) of Annex "H" of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184² re Consolidated Guidelines for the Alternative Methods of Procurement (Guidelines) provide, in part, the definition of Agency-to-Agency as the "[p]rocurement from another agency of the Government (i.e., Servicing Agency) that has the mandate to deliver the goods or services or to undertake infrastructure projects or consultancy services as required by the Procuring Entity," and the rule that it is the general policy of the government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the government is more efficient and economical for the government, subject to the following conditions, among others: (i) The Procuring Entity shall justify that entering into an Agency-to-Agency Agreement with the Servicing Agency is more efficient and economical to the government; (ii) The Servicing Agency has the mandate to deliver the goods and services required to be procured or to undertake the infrastructure project or consultancy required by the Procuring Agency; (iii) The Servicing Agency has the absorptive capacity to undertake the project; (iv) The Servicing Agency owns or has access to the necessary tools and equipment required for the project; and (v) Sub-contracting is not allowed. xxx";

WHEREAS, the SECOND PARTY has the mandate of providing quality medical care and treatment to patients irrespective of sex, socio-economic status and religious creed;³

WHEREAS, the SECOND PARTY represents a reputable screening drug testing laboratory duly accredited by the Department of Health and has the expertise to perform drug testing for both domestic and overseas workers;

WHEREAS, the SECOND PARTY offers its drug testing services to the FIRST PARTY for the latter's drug testing requirements in its pursuit of safety in workplaces and wellness of their employees;

WHEREAS, the FIRST PARTY and the SECOND PARTY, as the Servicing Agency, agree to undertake the Agency-to-Agency Agreement for the conduct of the Project, subject to the terms and conditions provided hereunder;

NOW, THEREFORE, the FIRST PARTY accepts the offer of the SECOND PARTY subject to the following terms and conditions:

¹ Updated Guidelines on the Implementation of a Drug-Free Workplace Policy

² Government Procurement Reform Act

³ As indicated on EAMC website via this link: <https://eamc.doh.gov.ph/index.php/transparency/abouteamc/mandate>

A. GENERAL PROVISIONS

1. The following documents shall form and be read and construed as part of this Memorandum of Agreement (MOA):

Annex A – Terms of Reference
B – Submitted Certification
C – Notice of Award

2. That the SECOND PARTY shall conduct drug testing of FIRST PARTY's employees for a fee of Six Hundred Twenty-Five Pesos (Php 625.00) per head for five parameters (Methamphetamine, Tetrahydrocannabinol, Cocaine, Opiates, MDMA [Multi panel drugs]), and in such case, the resulting change in the total cost shall not exceed the Contract Price of Five Hundred Thousand Pesos (P500,000.00).
3. That for "Drug Test in Workplace", the FIRST PARTY shall provide transportation and meals/snacks to the SECOND PARTY's personnel.
4. That for "Drug Test in Workplace", the SECOND PARTY shall obtain the official list of employees from Authority of the FIRST PARTY at the start of the tests that shall form part of the documents to be submitted to the FIRST PARTY.
5. That for "Drug Test in Workplace", both parties agree to set a definite time as to the completion of the tests and any employee arriving beyond the stated time shall not be tested.
6. That the SECOND PARTY is obliged to keep the schedule or plan of "Drug Test in Workplace" confidential at all times.
7. That the SECOND PARTY shall ensure it has available qualified personnel to conduct drug tests and that it has sufficient and ample stocks of drug test kits.
8. That the SECOND PARTY shall ensure its drug test kits are not expired and are fully capable of determining or detecting drug intake by the employee.
9. That all positive screening drug test result shall be subjected to confirmatory analysis to be done by the SECOND PARTY and result of which shall be made known to the FIRST PARTY immediately after the release of the results of the confirmatory tests.
10. That result of tests shall be made known to the Authority of the FIRST PARTY, especially if there are positive results. A copy which shall be forwarded to the FIRST PARTY.
11. That the SECOND PARTY is obliged to report to the FIRST PARTY any employee who offers gifts, monetary considerations or any special favor in order to mitigate or alter the result of the tests.
12. That both parties agree that testing can be suspended due to natural disaster, earthquake, floods, volcanic eruption, civil unrest, and any other emergencies.
13. That the SECOND PARTY reserved the right to refuse testing should the SECOND PARTY's personnel are in any danger or there is reasonable threat to their life or safety.
14. It is agreed that there is no employer-employee relationship between the FIRST PARTY's personnel on one hand and the SECOND PARTY on the other hand.
15. Either Party shall hold the other free and harmless against, and shall indemnify the other from, any complaint, or liability arising from its failure to comply with its promise or obligations under this AGREEMENT.
16. The Parties agree that this MOA, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the Parties are included in this MOA, including the attached Annexes, except as set forth herein.
17. That this Agreement shall become effective from the date of its signing and shall continue until **December 31, 2025**. The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.

B. GOVERNING LAW

This MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any action to enforce or interpret this MOA shall be brought in the courts of the City of Manila to the exclusion of all other courts.

C. DISPUTE SETTLEMENT

All disputes, controversies or claims arising out of or relating to this Agreement shall first be mutually resolved by the parties. Unresolved disputes or issues shall be resolved before the Office of the Solicitor General pursuant to the Rules on Alternative Dispute Resolution for Disputes between National Government Agencies.

D. GOOD FAITH

The Parties shall act in good faith with respect to each other's rights under this MOA and to adopt all reasonable measures to ensure the realization of the objectives of this MOA.

E. NON-WAIVER OF RIGHT

The failure of either party to enforce any provision of this MOA shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOA.

F. CONFIDENTIALITY OF INFORMATION

The Parties shall not divulge or disclose to third persons any information obtained in the course of this MOA. Any disclosure shall be subject to the written consent of the Parties Concerned.

In the performance of its obligations under this MOA, therefore, the Parties hereby agree to observe all relevant provisions of the Data Privacy Act of 2012 (Republic Act No. 10173), its implementing rules and regulations, and all relevant issuances of the National Privacy Commission.

G. SEPARABILITY

If any provisions of this MOA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this MOA is invalid or unenforceable, by limiting such provision shall be deemed to be written, construed, and enforced as so limited.

H. PARAGRAPH HEADINGS

The titles to the paragraphs of this MOA are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this MOA.


IN WITNESS WHEREOF, the parties have hereunto affixed their signature on this _____ day of _____, 2024 at _____, Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT
First Party

EAST AVENUE MEDICAL CENTER
Second Party

By:


AMENAH F. PANGANDAMAN
Secretary


DR. ALFONSO G. NUÑEZ III
Medical Center Chief II
East Avenue Medical Center

SIGNED IN THE PRESENE OF:

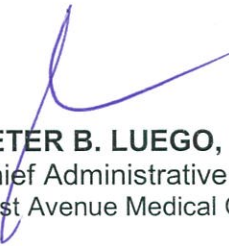

ACHILLES GERARD C. BRAVO
Assistant Secretary, Internal Management Group
Department of Budget and Management


ATTY. RONNIE G. RAGONTON
Attorney IV, Head, Legal Office
East Avenue Medical Center


ATTY. RAMON VICENTE B. ASUNCION
Director IV, Administrative Service
Department of Budget and Management


DR. JENNIFER D. MERCADO
Head, National Reference Laboratory
East Avenue Medical Center


REZ C. RUZGAL
Chief Administrative Officer
Human Resource Management Division
Department of Budget and Management


PETER B. LUEGO, RN, MGM
Chief Administrative Officer
East Avenue Medical Center

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this MAR 01 2024 day of _____, 2024 personally appeared the following:

Name	ID No.	Validity
AMENAH F. PANGANDAMAN	DBM ID No. 4136	
ALFONSO G. NUÑEZ III		

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This document of five (5) pages including this page upon which this acknowledgement is written, signed by the parties and their instrumental witness in the space provided for their signature on the left-hand margin on each and every page thereof.

WITNESS MY HAND AND SEAL this MAR 01 2024 day of _____, 2024.

Doc. No. 11;
Page No. 3;
Book No. CLII;
Series of 2024

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 1527767 Issued on Jan. 2, 2024 until Dec. 31, 2024 Manila
ICP License No. 14509 Issued on Feb. 2, 2018
Commission No. 2023-018 Issued on Nov. 18, 2022 Effective Jan. 1, 2023 Until Dec. 31, 2024 Manila
MCLE No. VII-0001648 Issued on Nov. 20, 2019 Valid Until April 14, 2025 Pasig City
Office Address: L2F1 Upper Ground Floor, Burgundy Transpacific Place,
2444 A. Taft Avenue, Malate, Manila 1004

TERMS OF REFERENCE

Project: **Conduct of Random Drug Testing for DBM Central Office Officials and Employees for CYs 2024-2025**

A. Technical Specifications	<p><u>General Description:</u> Conduct of Random Drug Testing for DBM Central Office (CO) Officials and Employees.</p> <p><u>Pax:</u> Four hundred (400) for CY 2024, and four hundred (400) for CY 2025, but may decrease depending on the actual number of officials and employees to be randomly selected, following no specific pattern and without prior notice of information.</p> <p><u>General Provisions:</u></p> <ol style="list-style-type: none"> 1. The service provider shall conduct a five-panel drug testing (Methamphetamine, Tetrahydrocannabinol, Cocaine, Opiates, MDMA (Multi panel drugs)), without subcontracting the same in part or in whole, in exchange for the price as indicated in the bid form submitted to DBM. 2. The DBM shall provide the transportation and meals/snacks of the service provider during the random drug testing activities for specimen collection that will be conducted within the DBM Central Office premises.³ 3. At the start of the tests, the service provider shall obtain the official list of randomly selected employees from the DBM End-User Representative (EUR) which shall form part of the documents to be submitted to the DBM. 4. The service provider is obliged to keep the schedule or plan of the drug testing confidential at all times. 5. The service provider shall ensure it employs adequate qualified personnel and maintains sufficient stocks of kits in conducting the drug tests; 6. The service provider shall ensure the efficacy of its drug test kits (i.e., not expired and are fully capable of determining or detecting drug intake). 7. The service provider shall subject all positive drug test results to confirmatory analysis; and submit a written report of the same to the DBM EUR immediately after the release of the results of the confirmatory tests. 8. The service provider is obliged to report to the DBM EUR any employee who offers or attempts to offer gifts, monetary considerations or any special favor in order to alter the result of the tests. 9. The testing can be suspended due to natural disaster, earthquake, floods, volcanic eruption, civil unrest, and any other
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³ Charged to appropriate Cash Advances of the DBM Central Office

	<p>emergencies that could put at risk the safety or security of anyone involved.</p> <p>10. Either DBM or the service provider shall hold the other free and harmless against, and shall indemnify the other from, any complaint, or liability arising from failure to comply with the respective promise or obligations under the contract/memorandum of agreement.</p> <p>11. Contract Effectivity: From issuance of Notice to Proceed until December 31, 2025.</p> <p><u>Governing Law:</u> This agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines, and any action to enforce or interpret the same shall be brought to the courts of the City of Manila to the exclusion of all other courts.</p> <p><u>Dispute Settlement:</u> All disputes, controversies or claims arising out of or relating to this agreement shall first be mutually resolved by the parties. Unresolved disputes or issues shall be resolved before the Office of the Solicitor General pursuant to the Rules on Alternative Dispute Resolution for Disputes between National Government Agencies.</p>
B. Delivery Schedule	<p>The period for the performance of the obligations under the Contract shall be from receipt of the Notice to Proceed and signing of the Memorandum of Agreement but not beyond the validity of the appropriation for the project.</p> <p>The individual and summarized test results shall be delivered within fifteen (15) workdays or as agreed upon from each batch of specimen collection.</p>
C. Payment Details	<p>Payment shall be proportionate to the number of officials and employees tested, in accordance with existing accounting, budgeting and auditing rules.</p>



Republic of the Philippines
Department of Health
NATIONAL REFERENCE LABORATORY
East Avenue Medical Center



CERTIFICATION OF SERVICING AGENCY

This is to certify that the National Reference Laboratory, East Avenue Medical Center (NRL-EAMC), by virtue of the Department Order No. 393-E s. 2000, dated November 14, 2000, has the mandate to deliver the drug testing services required by the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

NRL-EAMC, as the Philippines' reference laboratory for Environmental, Occupational Health, Toxicology, and Micronutrient Assay, is mandated to provide laboratory reference/referral services for confirmatory testing, conduct surveillance and research, train laboratory personnel, maintain quality assurance program for laboratory tests and perform technical evaluation of reagents and diagnostic kits.

As DOH-accredited drug testing facility (with both screening and confirmatory laboratory), NRL-EAMC provides the highest quality services under PNS ISO/IEC 17025:2017 accreditation standards. Therefore, the NRL-EAMC has the absorptive capacity to perform screening and confirmatory drug testing to its stakeholders and shall not subcontract its services to other accredited drug testing laboratories as the NRL-EAMC has the necessary supplies and equipment required for the said service.

This is likewise to certify that NRL complies with all the required general conditions as provided for Annex H, consolidated Guidelines for the Alternative methods of Procurement, particularly Section V.D.5 – specific Guidelines for negotiated Procurement (Agency-to-Agency), CY 2016 revised Implementing Rules and Regulations (IRR) of RA 9814.

This certification is being issued in fulfillment to the request of the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

Given this 31st day of October, 2023.


JENNIFER C. DEODUCO-MERCADO, MD, FPSP, MMHoA
Head, National Reference Laboratory



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF HEALTH
NATIONAL REFERENCE LABORATORY
EAST AVENUE MEDICAL CENTER
ISO/IEC 17025:2017 ACCREDITED TESTING LABORATORY
Testing. Assuring. Leading.



Quotation No. 2023-0021

October 31, 2023

USEC. GODDES HOPE O. LIBIRAN
DBM-BAC Chairperson
DEPARTMENT OF BUDGET AND MANAGEMENT
General Solano St., San Miguel, Manila, Metro Manila

Dear Usec. Libiran,

In reference to the inquiry regarding "Random Drug Testing in the Workplace", we are sending the following documents that could help the **DEPARTMENT OF BUDGET AND MANAGEMENT** to implement "Drug-free Workplace Program". Please find the attachments for your guidance:

1. RA 9165 - The Comprehensive Dangerous Drugs Act of 2002 (thru email)
2. DDB Regulation 2 of 2004 - Guidelines for the Formulation and Implementation of a Drug Free Workplace Program for Government Employees.(thru email)
3. DOH AO 2009-0023 - Guidelines in the Institutionalization of a Drug-Free Workplace Program in the Department of Health and Other Government Agencies.(thru email)

Drug test fee for Methamphetamine (Shabu) and Tetrahydrocannabinol (Marijuana) is PhP250.00. We can also test for other substances such as Ecstasy, Cocaine and Morphine.

Parameter/Test	Cost/sample
Drug of Abuse Testing for Methamphetamine and Tetrahydrocannabinol	PhP250
Drug of Abuse Testing for Methamphetamine, Tetrahydrocannabinol, Ecstasy, Cocaine and Opiates	PhP625

Note: PAYMENT : Cash basis / Managers Check
RESULTS : 20 working days for every 100 pax, seven (7) working days shall be added to the initial 20 working days for every additional 100 pax

For on-site specimen collection (Random Drug Testing), a notarized Memorandum of Agreement / Contract is needed (draft will be sent thru email). Remote collection permit fee and other incidental expenses (e.g. transportation) to be incurred during the activity shall be charged to the requesting party. Should you need more information please contact **Ms. Evangeline R. Castillo, RMT, CBO** at **(02) 89307875/79**

We hope that you find this offer in order and may we receive your request soon.

Very truly yours,


EVANGELINE R. CASTILLO, RMT, CBO
SDTL Section Head, NRL- EAMC



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF HEALTH
NATIONAL REFERENCE LABORATORY
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**Operational Procedure
for Remote Collection/Random Drug Test in Workplace**

1. Random drug testing shall conform with the procedure prescribed by the DOH Manual of Operations of for Screening Drug Testing Laboratories, the DOH Administrative Order No. 2009-0023 "Guidelines on the Institution of a Drug-Free Workplace Program in the Department of Health and Other Government Agencies", and Dangerous Drugs Board guidelines for the implementation of drug-free workplace policies for private and government agencies DDB Regulation No 8, series 2003 and No 2, series 2004.
2. NRL-EOHTM shall secure from the Requesting Party the list personnel that will undergo drug test.
3. NRL-EOHTM shall form and lead the Drug Testing Team composed of representatives from administration and employees organization. Drug Testing Team shall ensure organized flow of collection and testing procedure.

In case when remote/on-site (location other than the facility of NRL-EOHTM) collection is required, NRL-EOHTM shall secure from the Bureau of Health Facilities and Services (BHFS) permit for remote collection and go to the workplace area with all necessary equipment and supplies following the laboratory procedure for remote collection (NRL-DT-WI/RSC-001):

- a. Verify Client/Donor's Identification.
- b. Ask the Client/Donor to fill up
 - i. DOH "Drug Test Request Form",
 - ii. DOH "Drug Testing Consent Form" DT-001
 - iii. DOH "Custody & Control Forms A, B, and C," DT-002A to DT-002C
- c. Check the completeness of DOH "Custody & Control Forms"
- d. Explain the basic collection procedure to the Client/Donor
- e. Allow the Client/Donor to select specimen bottles from the available supplies and then label it with his/her full name.

Use 2 bottles 60ml capacity for split collection

- f. Instruct the Client/Donor to remove all unnecessary outer garments, after which, he/she will be subjected to body search.
- g. Check items that may be use to adulterate the specimen.
- h. Instruct the Client/Donor to wash and dry hands.
- i. Accompany the Client/Donor in toilet facility for urination.
- j. Observe closely the entire collection procedure
- k. Instruct the Client/Donor to seal the specimen and affix his/her signature, date & time of collection.
- l. The ASC affix his/her initials over the lid of the bottle in front of the donor.
- m. Indicate unique specimen code, and place sealing tape into to specimen bottle
- n. Placed specimen in a cooler with dry ice or a suitable alternative.
- o. Enter data to SDTL IDTOMIS.

IDTOMIS data is not applicable Random Drug Testing for Students

- p. Record data of client/donor in the remote collection logbook.

Note: Designated person shall be responsible to check all documents and specimen before the transportation to the laboratory.

Drug Testing shall be done only at the NRL-EOHTM laboratory; all screened positive shall be subjected to confirmatory drug test.

4. After completion of tests, NRL-EOHTM shall submit final report of the drug testing activities conducted to their employee with the following information:
 - a. Total Number of Employee
 - b. Number of Personnel Tested
 - c. Number of Personnel Tested Positive
 - d. Analyte tested
 - e. Date of Testing



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF HEALTH
NATIONAL REFERENCE LABORATORY
EAST AVENUE MEDICAL CENTER
ISO/IEC 17025:2017 ACCREDITED TESTING LABORATORY
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**List of Supplies, and Transport Materials
for Remote Collection/Random Drug Test in Workplace**

1. Equipment
 - a. Laptop with IDTOMIS software
 - b. Webcam
 - c. Finger scanner
2. Laboratory Supplies and Materials
 - a. Polyethylene bottles (60ml capacity)
 - b. DOH "Drug Test Request Form"
 - c. "Drug Testing Consent Form" DT-001
 - d. "Custody & Control Forms A, B, and C," DT-002A to DT-002C
 - e. Disposable gloves
 - f. Plastic seal bag
 - g. Ballpen
 - h. Ice Chest
 - i. Bluing Agent
 - j. Remote Collection Logbook
 - k. Permanent marker
 - l. Receiving/Releasing Logbook, Section Logbook