MEMORANDUM OF AGREEMENT FOR THE CONDUCT OF MANDATORY DRUG TESTING FOR PMO-NCR NORTH PERSONNEL

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this 09 SEP 2025 **day of _____, 2025, by and between:**

PHILIPPINE PORTS AUTHORITY-PORT MANAGEMENT OFFICE NCR NORTH, a government instrumentality created by virtue of Presidential Decree No. 857, as amended, with principal office at PMO Admin Building, Mel Lopez Boulevard, Tondo Manila, represented herein by its Port Manager, **JENNELIZA D. REBONG**, hereinafter referred to as the "**AUTHORITY**",

-and-

MEDICAL BENEFIT CLEARINGHOUSE INC., a medical facility duly licensed to provide medical and diagnostic services with business address at Ground Floor, Citystate Center Building, 709 Shaw Boulevard, Brgy. Oranbo, Pasig City, represented herein by its Executive Vice President and Medical Director, **JONATHAN M. MONTAGOT, M.D.M.H.A**, hereinafter referred to as the "**CLINICAL PROVIDER**".

WITNESSETH:

WHEREAS, pursuant to Republic Act No. 9165 or the "Comprehensive Dangerous Drugs Act of 2002" and other relevant laws and regulations, it is the policy of the State to promote drug-free workplaces in order to ensure that the public will be given effective and efficient service by the government agencies and instrumentalities;

WHEREAS, that the CLINICAL PROVIDER, a drug testing center which is duly authorized and accredited by the Department of Health (DOH), is an independent service provider with modern facilities and equipment, experienced and trained medical personnel to carry out their offered services;

WHEREAS, the CLINICAL PROVIDER offers the drug testing services to the AUTHORITY in pursuit of safety in workplaces and wellness of latter's employees;

Witness:
LEA NEIL R. SANCHO
Marketing Sales Associate

MEDICAL BENEFIT CLEARINGHOUSE INC.
BY:
JONATHAN N. MONTAGOT
EVP and Medical Director

Witness:
JOSEPHINE V. SALOSAGCOL
RM Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNELIZA D. REBONG
Port Manager

WHEREAS, the AUTHORITY has formally expressed its intention to avail the services provided by the CLINICAL PROVIDER, and the latter has agreed to conduct a drug testing for PMO-NCR North employees;

WHEREAS, the AUTHORITY and the CLINICAL PROVIDER agree to undertake this Agreement for the conduct of this project, subject to the terms and conditions provided hereunder;

NOW, THEREFORE, the AUTHORITY accepts the offer of the CLINICAL PROVIDER subject to the following terms and conditions:

Witness:
LEA NEIL R. SANCHO
Marketing & Sales Associate

ARTICLE I
GENERAL PROVISIONS

1. The CLINICAL PROVIDER shall provide drug testing service to TWO HUNDRED ONE (201) PMO-NCR North personnel (regular employees and contract of service employees) on September 23, 2025.

2. The AUTHORITY shall pay the CLINICAL PROVIDER at the rate of TWO HUNDRED PESOS only (P200.00) per employee or a total of **FORTY THOUSAND TWO HUNRED PESOS only (P40,200.00**), in consideration of for the "Conduct of Mandatory Drug Testing for PMO-NCR North Personnel".

3. The AUTHORITY shall pay the CLINICAL PROVIDER for the services rendered upon submission by the latter of the complete results thereof, along with the official billing statement such as the Statement of Account, and such must be in accordance with government accounting rules and regulations.

   The amount to be paid shall be based on the actual number of patients who availed of the procedure on the scheduled date for the on-site drug testing, and off-site testing if any.

MEDICAL BENEFIT CLEARINGHOUSE INC.
BY:
JONATHAN N. MONTAGOT
EVP and Medical Director

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

1. The CLINICAL PROVIDER shall perform and deliver the following:

   a. Provide proper instruction and orientation to the AUTHORITY's employees prior to the actual drug testing procedures.

      Under no circumstances shall the CLINICAL PROVIDER conduct a drug testing without a written referral slip issued by the AUTHORITY, regardless

Witness:
JOSEPHINE S. SALOSAGCOL
RMT Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNE LIZA D. REBONG
Port Manager

whether such testing is conducted off-site or within the CLINICAL PROVIDER's facility.

b. Collect urine specimens based on the guidelines of the Department of Health (DOH) in order to determine the presence or absence of Methamphetamine and Tetrahydrocannabinol.

c. Keep the confidentiality of the results. All official results must be placed in a sealed envelope.

d. Deliver the negative results to the AUTHORITY within three to five (3-5) working days after the completion of the scheduled drug testing.

e. All urine specimens that test positive for methamphetamine and/or tetrahydrocannabinol shall be submitted to DOH-accredited confirmatory laboratory for mandatory testing. The cost of all confirmatory tests shall be borne by the CLINICAL PROVIDER.

f. The results of the confirmatory testing shall be submitted to the AUTHORITY within fourteen to twenty-one (14-20) working days from the date of their release.

g. Ensure the proper collection and disposal of all biological wastes generated during the screening and drug testing procedures.

2. The AUTHORITY shall provide the CLINICAL PROVIDER with a master list of the employees who will avail of the service at least three (3) days prior to the commencement of the drug testing.

3. Both parties shall designate a coordinator for this undertaking and shall inform the other party accordingly.

Witness:
LEA NEIL B. SANCHO
Marketing & Sales Associate

MEDICAL BENEFIT CLEARINGHOUSE INC.
BY:
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EVP and Medical Director

ARTICLE III
DESGINATED VENUE OF DRUG TESTING PROCEDURES

1. The CLINICAL PROVIDER shall conduct the mandatory drug testing of PMO-NCR North employees at PMO-NCR North Admin Building, Mel Lopez Boulevard, North Harbor, Tondo, Manila on the date specified by the AUTHORITY.

   CLINICAL PROVIDER shall be given ten (10) working days to secure the necessary permit(s) to conduct the drug testing procedures.

Witness:
JOSEPHINE S. SALCEDO
RMD Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNIEZAR D. REBONG
Port Manager

Off-site drug testing shall be administered to employees who are unavailable on the scheduled date of on-site testing due to official travel, attendance to meetings, sick leave or other justifiable reasons provided that:

a. The employees concerned shall submit a written notice specifying their respective reasons for failure to undergo on-site drug testing and said notice is duly considered by the Port Manager,
b. A referral slip issued by the AUTHORITY to be presented to the CLINICAL PROVIDER before the conduct of the off-site testing, and
c. The site for the conduct of the off-site testing shall be the clinic or facility of the CLINICAL PROVIDER located at Ground Floor, Citystate Center Building, 709 Shaw Boulevard, Brgy. Oranbo, Pasig City.

Witness:
LEA NEIL R. SANCHO
Marketing & Sales Associate

ARTICLE IV
SETTLEMENT OF DISPUTES

In case of any conflict, dispute or controversy arising from the implementation and interpretation of this Agreement or anything that may arise in the performance of the respective responsibilities, both parties shall exert all efforts to amicably settle any conflict or dispute between them in accordance with Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004.

However, should the parties fail to reach an agreement to resolve such dispute, any action arising therefrom shall be exclusively referred to the appropriate courts in Metro Manila.

In the event that the parties successfully settle the matter amicably, the resulting compromise agreement shall be binding upon both parties and shall be performed in good faith.

MEDICAL BENEFIT CLEARINGHOUSE INC.
BY:
JONATHAN N. MONTAGOT
EVP and Medical Director

ARTICLE V
CONFIDENTIALITY OF INFORMATION

The Parties shall not disclose to third persons any information obtained and collected in the course of this Agreement. Any disclosure shall be subject to the written consent of the parties concerned.

In the performance of the responsibilities under this Agreement, therefore, Parties hereby agree to observe all relevant provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations.

Witness:
JOSEPHINE S. SALDAGCOL
RMD Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNIE IZA D. REBONG
Port Manager

ARTICLE VI
EFFECTIVITY

This shall become fully effective and binding on the date this Agreement is signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this 09 SEP 2025 day of _____ 2025 in Manila City.

Witness:
LEA NEIL R. SANCHO
Marketing & Sales Associate

PPA PMO-NCR North	**Medical Benefit Clearinghouse Inc.**
By:	By:
JENNELIZA D. REBONG Port Manager	**JONATHAN N. MONTAGOT** EVP and Medical Director

SIGNED IN THE PRESENCE OF:

JOSEPHINE S. SALOSAGCOL Division Manager, RMD	**LEA NEIL R. SANCHO** Marketing and Sales Associate

MEDICAL BENEFIT CLEARINGHOUSE INC.
BY:
JONATHAN N. MONTAGOT
EVP and Medical Director

Witness:
JOSEPHINE S. SALOSAGCOL
RMD Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNELIZA D. REBONG
Port Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

Before me, a Notary Public for an above jurisdiction personally appeared:

Name	Competent Evidence of Identity	Date and Place of Issue
JENNELIZA D. REBONG	PPA ID No. 0034-1997	January 21, 2025, Manila
JONATHAN N. MONTAGOT	MBCI ID No. 0005	March 02, 2002, Pasig

Both known to me to be the same persons who executed this Memorandum of Agreement and acknowledged that the same are their own free will and voluntarily acts and deeds and that of the offices represented.

This instrument consists of **SIX (6) pages**, including this page wherein this Acknowledgement is written, and signed by their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this day of 09 SEP 2025 in Manila City.

Doc. No. 407;
Page No. 83;
Book No. VI;
Series of 2025.

ATTY. CLIO C. PANTALEON
Notary Public
Attorney's Roll No. 91253
Notarial Appointment No. NP-408 (2025-2026)
Valid Until December 31, 2026
PTR No. 12653000J/02 January 2025/Las Piñas City
IBP Official Receipt No. 379561/29 December 2025 Cavite
Suite 502-B 5th Floor Web-Jet Building
65 Quezon Avenue corner BMA Road, Quezon City
TIN 603-302-389-00000

Witness:
LEA NEIL R. SANCHO
Marketing & Sales Associate

MEDICAL BENEFIT CLEARINGHOUSE INC.
BY:
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EVP and Medical Director

Witness:
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