



OFFICE OF THE SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON FEBRUARY 18, 2015.

PRESENT:

<i>Hon. Vicente B. de Asis</i>	-	<i>Vice Governor/Presiding Officer</i>
<i>Hon David G. Gano</i>	-	<i>SP Member/Temporary Majority Floor Leader</i>
<i>Hon. John Edward G. Gando</i>	-	<i>SP Member</i>
<i>Hon. Josefina G. de la Cruz</i>	-	<i>SP Member</i>
<i>Hon. Dan Elby C. Habaña</i>	-	<i>SP Member</i>
<i>Hon. Diosdado G. Gonzaga</i>	-	<i>SP Member</i>
<i>Hon. Rex G. Fernandez</i>	-	<i>SP Member</i>
<i>Hon. Nelly S. Rentoy</i>	-	<i>Ex-Officio Member (PCL Fed. President)</i>
<i>Hon. Fred C. Gamayao</i>	-	<i>Ex-Officio Member (LNB Fed. President)</i>

OFFICIAL BUSINESS:

<i>Hon. Roy P. Habaña</i>	-	<i>SP Member</i>
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ABSENT:

<i>Hon. Cyril C. Beltran</i>	-	<i>SP Member (On Leave)</i>
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RESOLUTION NO. 23

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, M.D., MPH TO SIGN FOR AND IN BEHALF OF THE BUENAVISTA EMERGENCY HOSPITAL (BEH) THE CONTRACT OF SERVICES WITH DR. JAMES RAVENA AS PATHOLOGIST EFFECTIVE FEBRUARY 19, 2015 TO DECEMBER 31, 2015

WHEREAS, for the consideration of the Honorable Body is the letter dated 04 February 2015 of the Honorable Governor requesting authority to sign for and in behalf of the Buenavista Emergency Hospital (BEH), the Contract of Services with Dr. James Ravena as Pathologist;

WHEREAS, said request was referred to the Committee on Health and Social Services that conducted a Committee Hearing to thresh out matters relative to the number of hours that Dr. Ravena has to render in the three hospitals: the DCGNPH, NVDH and BEH;

WHEREAS, a committee report was presented by the Committee on Health that recommends for this Honorable Body to grant the request with the advice that in the Contract of Services, the number of hours that Dr. Ravena has to render should be adjusted;

NOW, THEREFORE, on motion of Honorable Josefina de la Cruz, unanimously seconded;

THE SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Governor Samuel T. Gumarin, M.D., MPH to sign for and in behalf of the Buenavista Emergency Hospital, the following:

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of services entered into this _____, 2015 at McLain, Buenavista, Guimaras, Philippines by and between:

The BUENAVISTA EMERGENCY HOSPITAL-BEH, as represented by SAMUEL T. GUMARIN, MD, MPH, Governor, Province of Guimaras and Chairman of Hospital Management Board, with office address at San Miguel, Jordan, Guimaras, Philippines, referred hereinafter as the FIRST PARTY;

-and-

JAMES S. RAVENA, MD, Filipino Citizen, legal age, with residence at Compania, Molo, Iloilo City hereinafter referred to as the SECOND PARTY.

WITNESSETH :

WHEREAS, the FIRST PARTY recognizes the need of the services of the SECOND PARTY as Pathologist to supervise the general operation of the clinical laboratory of the Buenavista Emergency Hospital which is necessary for the hospital licensing in the Department of Health and PhilHealth;

WHEREAS, the FIRST PARTY had no available personnel in the plantilla to perform such services;

WHEREAS, the SECOND PARTY, being found to be qualified to render such services to perform the duties and responsibilities of Pathologist at the Buenavista Emergency Hospital, is willing to be hired under the terms and conditions as provided in this contract;

NOW THEREFORE, in consideration of the foregoing premises, the FIRST PARTY hires and engages the services of the SECOND PARTY, subject to the following terms and conditions:

I. SCOPE OF WORK AND EXPECTED OUTPUT

The SECOND PARTY obligates itself to supervise the general operation of the clinical laboratory of the Buenavista Emergency Hospital.

The SECOND PARTY shall render service for a minimum of 20 hours a month.

II. TECHNICAL DIRECTIONS

Performance of all work embraced in the Scope of Work herein stipulated shall be subject to the technical direction of, and review of the FIRST PARTY. "Technical Directions" as used herein are directions to the SECOND PARTY which indicate in detail such clarifications in the Scope of Work as the SECOND PARTY MAY DEEM PROPER to inquire from the FIRST PARTY.

III. COST AND TERMS OF PAYMENT

For and in consideration of the full and satisfactory execution and performance by the SECOND PARTY of its obligations under this Contract of Service, the FIRST PARTY shall pay the SECOND PARTY the amount of TWO THOUSAND FIVE HUNDRED PESOS (P2,500.00) monthly inclusive of tax to be taken from the General Services budget of the hospital.

The contract price stipulated herein shall be released in monthly payments by the FIRST PARTY to the SECOND PARTY.

All payments shall be subject to the usual accounting and auditing rules and regulations.

IV. PERIOD OF THE CONTRACT

The minimum duration of this CONTRACT shall be one (1) year and shall start on February 19, 2015 and shall end not later than December 31, 2015.

In case of force majeure or similar event or condition which may delay or prevent timely completion of the service embraced in this contract, the SECOND PARTY shall promptly report the same to the FIRST PARTY, specifying in writing the length of time involved, the cause or causes of delay, and its subsequent implications on the entire timetable and work schedule.

V. WARRANTY

The SECOND PARTY warrants that the quality of the work performed as required in the Scope of Work shall be according to acceptable professional and technical standards and proper compliance with conditions and requirements agreed upon.

VI. WITHHOLDING OF PAYMENTS

The FIRST PARTY may withhold payment of the agreed price or any portion thereof in the event that the SECOND PARTY fails to substantially perform its obligations under this Contract.

VII. AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS

Any amendments or modification or addition to, or deletions from any scope of work or other matters concerning this Contract shall be undertaken by the SECOND PARTY only upon prior consent and approval of the FIRST PARTY.

VIII. EXEMPTION FROM LIABILITY

The SECOND PARTY shall hold the FIRST PARTY harmless and free from any responsibility or accountability for any accident or injury of any kind which may be fall the SECOND PARTY in the course of the performance of the services agreed upon or called to under this contract. Likewise, the FIRST PARTY shall not be liable for any injury or accident to any third party arising from the negligence or carelessness of the SECOND PARTY in the performance of the services embraced in this Contract. Moreover, the SECOND PARTY shall hold the FIRST PARTY free and harmless from any claim, civil or criminal, which may be filed in connection with the aforementioned instances.

IX. EMPLOYER-EMPLOYEE RELATIONSHIP

It is hereby agreed that no employer-employee relationship in any manner or form is deemed created between the SECOND PARTY, on the one hand and the FIRST PARTY on the other; that the SECOND PARTY acknowledges that no authority has been conferred upon it to hire personnel on behalf of the FIRST PARTY; that any personnel hired by the SECOND PARTY who will perform the work called for in this contract shall be solely and exclusively hired by the SECOND PARTY. The FIRST PARTY shall have entire charge, control and supervision of the work herein agreed upon and subject to review the performance of the SECOND PARTY.

X. TERMINATION FOR CONVENIENCE

The FIRST PARTY may at any time, whenever it determines for any reason that the termination is in its best interest, terminate the services of the SECOND PARTY, in whole or in part, by giving prior written notice thereof to the latter. The SECOND PARTY shall be entitled to reimbursement of all cost and expenses in the performance of this contract which payment had not been previously made, prior to the effective date of the notice of termination, but neither any extension of time acceptance of any part of the services contemplated shall be deemed as waiver of the right of the FIRST PARTY to seek redress for any damage done.

XI. PENALTY CLAUSE

It is hereby stipulated that any delay (except those attributable to the FIRST PARTY) in compliance by the SECOND PARTY with its duties and obligations under this Contract shall be subject to a penalty of ten (10%) percent of the stipulated price per day beyond the agreed and prescribed period of compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the ____ day of _____ at Lanipe, Nueva Valencia, Guimaras, Philippines.

FIRST PARTY

SECOND PARTY

SAMUEL T. GUMARIN, MD, MPH
Governor, Province of Guimaras
Chairman, Hospital Management Board

JAMES RAVENA, MD, FPSP
Pathologist

Signed in the presence of:


N.L. CATHREL A. NAVA, MD
PHO II/OIC COH-DCGNPH

ROSANA N. SOLIDUM, MD
MO IV/OIC BEH

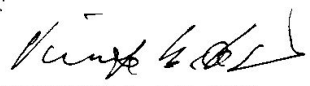
RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, James S. Ravena, MD, Buenavista Emergency Hospital, Provincial Budget Officer, Treasurer, Accounting, COA and all other concerned offices for information and appropriate action.

APPROVED: February 18, 2015.

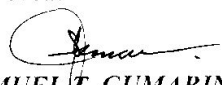
I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on February 18, 2015.


LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:


ATTY. VICENTE B. DE ASIS
Vice Governor
Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor