



Republic of the Philippines
Province of Guimaras

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 JANUARY 06, 2016.*

PRESENT:

<i>Hon. Vicente B. de Asis</i>	-	<i>Vice Governor/Presiding Officer</i>
<i>Hon. Cyril C. Beltran</i>	-	<i>SP Member Majority Floor Leader</i>
<i>Hon. David G. Gano</i>	-	<i>SP Member Deputy 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 President)</i>

OFFICIAL BUSINESS:

None

ABSENT:

<i>Hon. Roy P. Habaña</i>	-	<i>SP Member</i>
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RESOLUTION NO. 01

**RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH, TO SIGN FOR
AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS THE RENEWAL OF
THE CONTRACT OF SERVICES WITH JOSANI GAY DE ASIS AS MEDICAL TECHNOLOGIST**

*WHEREAS, the Honorable Governor of the Province of Guimaras, in his letter dated 15
December 2015 has requested for an authority to sign the renewal of the Contract of Services
with Josani Gay de Asis as Medical Technologist at the DCGNPH effective January 7, 2016;*

WHEREAS, this Honorable Body interposes no objection on the said request;

*NOW, THEREFORE, on motion of SP Member Josefina G. de la Cruz, unanimously
seconded;*

THE SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

*RESOLVED, to authorize Governor Samuel T. Gumarin, MD, MPH to sign for and in behalf of
the Provincial Government of Guimaras the following:*

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of services entered into this 1st day of January 2016 at San Miguel,
Jordan, Guimaras, Philippines by and between:

The **DR. CATALINO GALLEGOS NAVA PROVINCIAL HOSPITAL-GPH**
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 -

JOSANI GAY G. DE ASIS, Filipino citizen, legal age, with residence at Barangay Supang, Buenavista, Guimaras hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, the **FIRST PARTY** recognizes the need of the services of the **SECOND PARTY** as Medical Technologist:

WHEREAS, the **FIRST PARTY** had limited 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 Medical Technologist at the Dr. Catalino Gallego Nava Provincial 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 undertake and perform the tasks and services, outlined in Schedule I as attached hereto as part and parcel of this contract.

During the contract period, the **SECOND PARTY** must be able to accomplish and furnish the **FIRST PARTY** with the work output as identified in Schedule I.

The **SECOND PARTY** shall render service for a minimum of twenty four (24) days per 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 **TWELVE THOUSAND PESOS ONLY (P 12,000.00)** monthly inclusive of tax to be taken from the Other Professional Services (795) 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 January 7, 2016 and shall end not later than December 31, 2016.

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 of 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 one-tenth of one (0.1%) percent of the stipulated price per day beyond the agreed and prescribed period of compliance.

VII. ABIDE WITH THE PROVISION OF REPUBLIC ACT 6713 (Code of Conduct and Ethical Standards for Public Officials and Employee's).

VIII. ANY VIOLATION OF CONTRACT BY THE SECOND PARTY SHALL GIVE THESE TO LEGAL ACTIONS BY THE FIRST PARTY AND THE FORMER SHALL PAY THE LATTER THE ONE (1) YEAR COMPENSATION AS ABOVE-INDICATES.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the 1st day of January 2016 at San Miguel, Jordan, Guimaras, Philippines.

FIRST PARTY

SECOND PARTY

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

JOSANI GAY G. DE ASIS
Medical Technologist

SIGNED IN THE PRESENCE OF

N.L CATHREL A. NAVA, MD.
Provincial Health Officer II
OIC-COH/DCGNPH

ATTY. JEHIEL C. CUSA
Provincial Legal Officer
Concurrent Hospital Administrator-
DCGNPH


RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Josani Gay G. de Asis, DCGNPH, Provincial Budget Office, Provincial Treasurer's Office, Provincial Accounting Office, Commission on Audit and all other concerned offices for information and appropriate action.

APPROVED. January 06, 2016.

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 January 06, 2016.


LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Witnessed:


ATTY. VICENTE B. DE ASIS
Vice Governor/Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor