



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, 2<sup>ND</sup> FLOOR, GTIC BUILDING ON MARCH 5, 2019.

PRESENT:

Atty. John Edward G. Gando -	Vice Governor and Presiding Officer
Hon. Cyril C. Beltran -	SP Member and Majority Floor Leader
Hon. David G. Gano -	SP Member and Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr. -	SP Member
Hon. Diosdado G. Gonzaga -	SP Member
Hon. Josefina G. de la Cruz -	SP Member
Hon. Rex G. Fernandez -	SP Member
Hon. Aurelio G. Tionado -	SP Member
Hon. Dan Elby C. Habaña -	SP Member
Hon. Ma. Sheila G. Gange -	Ex-Officio Board Member (PCL Federation President)
Hon. Karren Kaye A. Gadnanan -	Ex-Officio Board Member (SK Federation President)
Hon. Marilou S. Delumpa -	Ex-Officio Board Member (Liga nga mga Barangay President)

#### RESOLUTION NO. 95

**RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH, TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS THE CONTRACT OF SERVICES WITH JOTHEL LEGITA AS PHARMACIST AT THE BUENAVISTA EMERGENCY HOSPITAL**

WHEREAS, the Provincial Government of Guimaras is in need of the services of a Pharmacist to be assigned at the Buenavista Emergency Hospital;

WHEREAS, Jothel Legita, found to be qualified to render such services and perform the duties and responsibilities of a Pharmacist, is willing to be hired under the terms and conditions stipulated in the Contract of Services drafted for the purpose;

WHEREAS, the Honorable Governor of the Province of Guimaras, in his letter dated March 1, 2019 has requested for an authority to sign for and in behalf of the Provincial Government of Guimaras the Contract of Services with Jothel Legita as Pharmacist at the Buenavista Emergency Hospital;

WHEREAS, this Honorable Body interposes no objection to the request, subject to the terms and conditions set forth in the Contract of Services presented before it;

NOW, THEREFORE, on motion of Honorable Dan Elby C. Habaña, duly seconded by Honorable Cyril C. Beltran, Honorable David G. Gano, Honorable Cresente P. Chavez, Jr., Honorable Diosdado G. Gonzaga, Honorable Josefina G. de la Cruz, Honorable Rex G. Fernandez, Honorable Aurelio G. Tionado, Honorable Ma. Sheila G. Gange, Honorable Karren Kaye A. Gadnanan and Honorable Marilou S. Delumpa;



THE 8<sup>th</sup> SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Governor Samuel T. Gumartin, MD, MPH to sign for and in behalf of the provincial government, the following:

**CONTRACT OF SERVICES**

KNOW ALL MEN BY THESE PRESENTS:

This contract of services entered into this \_\_\_\_\_, 2019 at San Miguel, Jordan, Guimaras, Philippines by and between:

The BUENAVISTA EMERGENCY HOSPITAL as represented by HON. 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-

JOTHEL T. LEGITA, Filipino Citizen, legal age, with residence at Tanag, 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 Pharmacist;

WHEREAS, the FIRST PARTY has 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 a Pharmacist 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 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 forty (40) hours a week.

## II. TECHNICAL DIRECTIONS

Performance of all 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 (₱12,000.00) monthly inclusive of tax to be taken from the Medical Officer Honoraria (793) budget of the Governor's Office.

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 \_\_\_\_\_, 2019 and shall end not later than December 31, 2019.

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 befall 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.

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

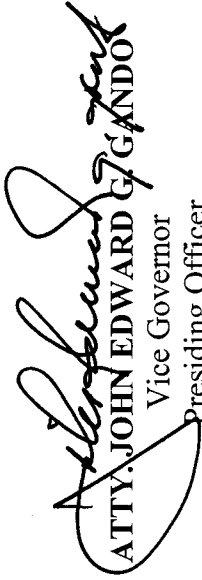
### **XIII. ANY VIOLATION OF CONTRACT BY THE SECOND PARTY SHALL GIVE THESE TO LEGAL ACTIONS BY THE FIRST PARTY AND THE FORMER SHALL PAY THE LATTER THE TEN (10) MONTHS COMPENSATION AS ABOVE-INDICATES.**

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Joel T. Legita, Provincial Budget Office, Treasurer, Accounting, COA and all other concerned offices for information and appropriate action.

APPROVED. March 5, 2019.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8<sup>th</sup> Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on March 5, 2019.

Attested:

  
ATTY. JOHN EDWARD G. GANDOR  
Vice Governor  
Presiding Officer

  
LORENA MINIERA-AITUCAS  
Secretary to the Sangguniang Panlalawigan

Approved:

  
SAMUEL T. GUMARIN, MD, MPH  
Governor