



Republic of the Philippines
PROVINCE OF LEYTE
City of Baybay

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OFFICE OF THE SANGGUNIANG PANLUNGSOD

Excerpt from the

MINUTES OF THE 12TH REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD, THIS CITY, HELD AT THE SESSION HALL, LEGISLATIVE BUILDING ON MARCH 26, 2018.

RESOLUTION NO. 119-C, S. 2018

A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR CARMEN L. CARI ON BEHALF OF THE CITY GOVERNMENT OF BAYBAY TO RENEW THE CONTRACT OF SERVICE OF MONICO J. CARAWANA, JR., M.D., WITH POSTAL ADDRESS AT R. MAGSAYSAY AVE., BAYBAY CITY, TO SERVE AS PHYSICIAN ON DUTY AT THE MEDICAL DIAGNOSTIC AND DIALYSIS CENTER (MDDC), THIS CITY, FOR THE PERIOD COVERING FROM APRIL 1, 2018 TO MARCH 31, 2019 WITH A MONTHLY CONTRACT FEE OF THIRTY-FIVE THOUSAND (P35,000.00) PESOS.

On motion of Honorable SP Member Vicente Victor G. Veloso and duly seconded by the rest of the members present, be it;

RESOLVED, as it hereby does RESOLVE, to authorize the Honorable City Mayor Carmen L. Cari on behalf of the City Government of Baybay to renew the Contract of Service of MONICO J. CARAWAN, JR., M.D., with postal address at R. Magsaysay Ave., Baybay City, to serve Physician On Duty at the Medical Diagnostic Center (MDDC), this city, for the period covering from April 1, 2018 to March 31, 2019 with a monthly Contract Fee of Thirty-five Thousand (P35,000.00) pesos.

RESOLVED FURTHER, to furnish certified copies of this resolution to the entities/offices/agencies concerned for their information and appropriate action.

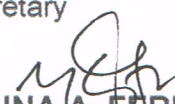
CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution that was duly adopted during the regular session held on March 26, 2018.

For:

ATTY. VIVIAN E. VIDALLON
SP Secretary

By:


VERULINA A. FERNANDEZ
Administrative Officer 1, Acting SP Secretary

Attested & Certified to be Duly Adopted:


ATTY. ERNESTO M. BUTAWAN
SP Member, Presiding Officer

CONTRACT OF SERVICES

This contract of service is made and executed this _____ day of _____ 2018 in Baybay City, Leyte by and between:

The **CITY OF BAYBAY**, a local government unit, with office address at the City Hall Building, Baybay City, Leyte represented by **HON. CARMEN L. CARI**, Mayor, by virtue of SP Resolution No. _____ S. _____, herein referred to as the **FIRST PARTY**;

-AND-

MONICO J. CARAWANA JR., M.D., of legal age, married, Filipino, with postal address at R. Magsaysay Avenue, Baybay City, Leyte herein referred to as the **SECOND PARTY**;

WITNESSETH THAT:

WHEREAS, the **FIRST PARTY** is in need of a **PHYSICIAN ON DUTY** who has an extensive experience in said field of medicine as well as management skills required for the efficient operation of the Baybay Medical Diagnostic & Dialysis Center;

WHEREAS, **SECOND PARTY** who possesses all the required experience, knowledge and training of a **PHYSICIAN ON DUTY** who is a licensed physician with Professional Regulatory Commission and has completed the training in internal medicine and has manifested his interest to provide the said service to the **FIRST PARTY** particularly in the Baybay Medical Diagnostic & Dialysis Center;

WHEREAS, the **FIRST PARTY** trust that the **SECOND PARTY** can fully discharge the tasks of a Physician On Duty for the Baybay Medical Diagnostic and Dialysis Center and hereby engages the services of the **SECOND PARTY**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agrees as they agree and bind themselves as follows:

Section 1. SCOPE OF WORK – As medical service provider, the **SECOND PARTY** shall perform the following duties:

1. Supervise and manage the **DIALYSIS CENTER** according to the standards set forth by the Philippine Society of Nephrologist, Inc. and the Department of Health, Bureau of Health Facilities and Services.
2. Respond to calls by the **BAYBAY MEDICAL DIAGNOSTIC & DIALYSIS CENTER** requiring urgent attention relative to its operations as **PHYSICIAN ON DUTY**.

Section 2. COMPENSATION – The **SECOND PARTY** shall be entitled to receive a monthly contract fee of THIRTY-FIVE THOUSAND (P 35,000.00), which shall be payable upon submission of the necessary supporting documents evidencing the completion of all the duties and functions enumerated under Section 1 hereof, payment shall be proportionate to the amount of work done.

Center, subject to the availability of funds, and the rules and regulations of the Commission on Audit.

DUTIES AND RESPONSIBILITIES

- Physically present during hours of operation of BMDDC;	5,000.00
- Evaluating Electrocardiogram (ECG) result and manage the treatment of the disease at the Baybay Medical Diagnostic Center (BMDC)	5,000.00
- Evaluates symptoms and runs tests to diagnose a patient's condition;	5,000.00
- Assesses the need for medicinal therapy and prescribes the relevant medicines in coordination with the attending nephrologist;	3,000.00
- Monitors response to medicinal therapy and when necessary revises the therapeutic plan;	3,000.00
- Reviews incoming reports (e.g. lab, x-ray, ECG) sign, date and follow-up in a timely manner;	2,000.00
- Encourages the patient / family to develop goals towards understanding their condition by providing them with necessary information / education with regards to plan of care / application of treatment;	2,000.00
- Counsels patients / family on how to prevent complications;	2,000.00
- Provides a discharge summary/endorsement to attending nephrologist in case of admission under the care of another nephrologist;	3,000.00
- Arranges referrals for patients requiring services not offered in BDDMC;	2,000.00
- Complies with the Infection Control plan which includes personally utilizing universal precautions. Ensures compliance by support staff;	2,000.00
- Assists in updating protocols and principles of practice as requested.	1,000.00
	35,000.00

Section 3. PERIOD OF CONTRACT –

1. This contract shall take effect on ~~April 1, 2018~~ and shall end on **March 31, 2019**
2. This contract may be renewed by either party. A thirty (30) day notice before expiration hereof shall be given by either party to the other.
3. This contract shall be valid and in force and effect until the expiration hereof and may be terminated only by the written and mutual consent and further agreement herein by both parties.

Section 4. PENALTY – Should any of the parties fail to comply with any of the stipulated terms and conditions of this contract without any justifiable cause, said erring

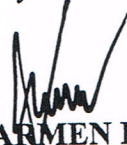
SECOND PARTY; thus the **SECOND PARTY** shall not be entitled to the benefits and privileges usually granted to the regular personnel of the **FIRST PARTY**. The services rendered by the **SECOND PARTY** in connection to this contract shall not be credited as government service.

IN WITNESS HEREOF, the parties hereunto affixed their signature on the date and place first above written.

CITY OF BAYBAY, LEYTE
First Party

DR. MONICO J. CARAWANA, JR.
Second Party

By:


HON. CARMEN L. CARI
City Mayor

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

Republic of the Philippines)
Baybay City)SS

BEFORE ME, a Notary Public for and in the above-named jurisdiction, this ____ day of _____ 2018.

NAME

IDENTIFICATION CARD**DATE/PLACE ISSUED**

CARMEN L CARI

DILG ID No. 08370801

MONICO J. CARAWANA JR. PRC ID No. 0091298

July 29, 1999 / Manila

Known to me to be the same persons who have executed the foregoing, instrument and acknowledgement to me that the same is of their own free will and voluntary act and deed as well as of the local government unit herein represented.

This instrument consisting of three (3) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each page and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hands, the day, year and place above written.

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 2018.