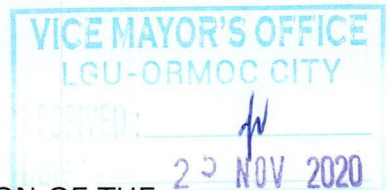


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON NOVEMBER 24, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member
Roiland H. Villasencio,	SP Member
Tomas R. Serafica,	SP Member, Majority Floor Leader
Nolito M. Quilang,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member, Asst. Majority Floor Leader
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-385

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO
THE CITY MAYOR RICHARD I. GOMEZ OR THE
ACTING CITY MAYOR TO SIGN THE SCHOLARSHIP
SERVICE CONTRACT OF MR. JESTER B. ZACARIAS
AND MS. MARIEL B. ZACARIAS FOR THE
LEADERSHIP AND MANAGEMENT COURSE:
"STRENGTHENING CAPACITIES FOR UNIVERSAL
HEALTH CARE" FOR PUBLIC HEALTH NURSES (PHN)
OFFERED BY THE UNIVERSITY OF THE
PHILIPPINES-MANILA UNDER THE DEPARTMENT OF
HEALTH (DOH) LOCAL SCHOLARSHIP PROGRAM.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated November 23, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Scholarship Service Contract of Mr. Jester B. Zacarias and Ms. Mariel B. Zacarias for the Leadership and Management Course: "Strengthening Capacities For Universal Health Care" for Public Health Nurses (PHN) offered by the University of the Philippines-Manila under the Department of Health (DOH) Local Scholarship Program. Further requesting that this matter be treated as EXTREMELY URGENT, copies of the Contracts are hereto attached as Annexes "A & B" and made an integral part hereof;

WHEREAS, in an Annotation dated November 23, 2020, the City Legal Office finds nothing legally objectionable in the said Scholarship Service Contract and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City;

WHEREAS, in a Communication dated November 17, 2020, the Department of Health (DOH) informed the Office of the City Mayor that the application of Mr. Jester B. Zacarias and Ms. Mariel B. Zacarias has been approved for the 2nd batch of Leadership and Management Course: "Strengthening Capacities For Universal Health Care" for Public Health Nurses (PHN), a copy of the Communication is hereto attached as "ANNEX C" and made an integral part hereof;

WHEREAS, the Department of Health (DOH) through the Health Human Resource Development Bureau (HHRDB) provides a Local Scholarship Program that aims to enhance the competencies of its Human Resources for Health (HRH) at all levels of the healthcare system to perform their functions effectively and efficiently;

WHEREAS, the subject Scholarship Service Contract clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Joan Marbie C. Simbajon, Lalaine A. Marcos, Esteban V. Laurente, Peter M. Rodriguez and Roiland H. Villasencio; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO SIGN THE SCHOLARSHIP SERVICE CONTRACT OF MR. JESTER B. ZACARIAS AND MS. MARIEL B. ZACARIAS FOR THE LEADERSHIP AND MANAGEMENT COURSE: "STRENGTHENING CAPACITIES FOR UNIVERSAL HEALTH CARE" FOR PUBLIC HEALTH NURSES (PHN) OFFERED BY THE UNIVERSITY OF THE PHILIPPINES-MANILA UNDER THE DEPARTMENT OF HEALTH (DOH) LOCAL SCHOLARSHIP PROGRAM;

ADOPTED, November 24, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Scholarship Service Contract be submitted to this Sanggunian for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the City Health Department; Mr. Jester B. Zacarias; Ms. Mariel B. Zacarias; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

Annex "A"

This SCHOLARSHIP SERVICE CONTRACT, entered into by and between:

The DEPARTMENT OF HEALTH (DOH) – HEALTH HUMAN RESOURCE DEVELOPMENT BUREAU (HHRDB), an Executive Department of the Republic of the Philippines, created under its laws, with principal office address at San Lazaro Compound, Sta. Cruz, Manila, represented by the Officer-in-Charge, Director IV, PRETCHELL P. TOLENTINO, MD, MCHM herein referred to as the “GRANTOR”:

- and -

JESTER B. ZACARIAS, of legal age, Filipino, MARRIED, and with residence address at BARANGAY LILOAN, ORMOC CITY, LEYTE, hereinafter referred to as the “GRANTEE”;

- and -

JOSEPH T. ZACARIAS, of legal age, Filipino, MARRIED, and with residence address at FATIMA HEIGHTS SUBDIVISION, COGON, ORMOC CITY, LEYTE, hereinafter referred to as the “PRIMARY GUARANTOR”;

- and -

RICHARD I. GOMEZ, DPA, of legal age, Filipino, MARRIED, and with principal office address at 2nd FLOOR, RIGHT WING, GOVERNMENT CENTER, ANUBING STREET, COGON, ORMOC CITY, LEYTE, hereinafter referred to as the “SECONDARY GUARANTOR”;

WITNESSETH:

WHEREAS, the DOH through the HHRDB provides a Local Scholarship Program that aims to enhance the competencies of its Human Resources for Health (HRH) at all levels of the healthcare system to perform their functions effectively and efficiently;

WHEREAS, in consideration of the scholarship awarded to the GRANTEE entitled Leadership and Management Course for Public Health Nurses at the University of the Philippines - Manila commencing on November 26, 2020 to January 22, 2021, the parties mutually agree to fulfill the following terms and conditions.

Article I. Responsibilities

The GRANTEE shall:

1. Abide with the terms and conditions stipulated in the Administrative Order No. 2006-0014 entitled “Implementing Guidelines on Local Scholarships for Training and Development” and its amendment;
2. Complete the course within the period stipulated in the Department Personnel Order;
3. Behave himself/herself in such a manner while in the HEI premises so as not to bring embarrassment/shame/humiliation to the DOH and his/her sending Office;

EDMUND B. KIERULF, MD, MPH
City Health Officer II
LGU – Ormoc City Health Department

REVIEWED
ORMOC CITY LEGAL OFFICE
Approved
Separate Opinion
Drafted by CLO
Not contrary to laws, public policy, moral
Amendments/Revision
DATE: NOV 23 2020
City Legal Officer

EXUPERIA B. SABALBERINO, MD, MPH, CSE
OIC - Director IV
Eastern Visayas Center for Health Development

RICHARD I. GOMEZ, DPA
City Mayor
Local Government Unit of Ormoc
Secondary Guarantor

JOSEPH T. ZACARIAS
Father
Primary Guarantor

JESTER B. ZACARIAS, RN
Nurse I
Grantee
LGU – Ormoc City Health Department

PRETCHELL P. TOLENTINO, MD, MCHM
Officer-in-Charge, Director IV
Health Human Resource Development Bureau
Grantor

- his/her total service obligation. **GRANTEE** shall refund within three years from commencement of **CONTRACT**; and
7. Have a **PRIMARY GUARANTOR**, a relative as his/her co-maker or co-signor, while the Local Chief Executive of the Local Government Unit where the grantee is employed shall be the **SECONDARY GUARANTOR** with the same liability as the **PRIMARY GUARANTOR** in this **CONTRACT**.

The **GRANTOR** shall:

1. Pay the course fee amounting to **EIGHTY THOUSAND PESOS ONLY (Php 80,000.00)** directly to the HEI upon receipt of billing; and,
2. Have the right to terminate the **CONTRACT** and initiate an appropriate action (criminal, civil and/or administrative) against the **GRANTEE**, if he/she violates any stipulation in this **CONTRACT**.

The **PRIMARY GUARANTOR** shall:

1. Assume full responsibility jointly and severally should he/she fails to comply with the conditions set forth.

The **SECONDARY GUARANTOR** shall:

1. Likewise assume full responsibility jointly and severally should he/she fails to comply with the conditions set forth; and,
2. Provide allowable transportation allowance/per diems (if applicable) for attendance of the scholar to course.

Article II. General Provision

Settlement of Disputes. All disputes arising from the validity, performance and interpretation of this **CONTRACT** shall be settled through mutual consultation, mediation and arbitration at the option of the **GRANTOR**. In case no settlement can be reached through consultation, both parties agree that the dispute shall be filed only in the court of City of Manila.

IN WITNESS WHEREOF, we have hereunder set our hands on the ____ day of _____, 2020 at Sta. Cruz, Manila.

GRANTOR:

PRETCHELL P. TOLENTINO, MD, MCHM
Officer-in-Charge, Director IV
HHRDB

PRIMARY GUARANTOR:

JOSEPH A. ZACARIAS
Father

GRANTEE:

JESTER B. ZACARIAS, RN REVIEWED
Nurse I
LGU – Ormoc City Health Department

SECONDARY GUARANTOR:

RICHARD I. GOMEZ, DPA
City Mayor
Local Government Unit of Ormoc

SIGNED IN THE PRESENCE OF:

Approved	Separate Opinion
Drafted by CLO	Not contrary to laws, public policy, moral.
Amendments/Revisions	
By: <u>Atty. Josephine A. Lina-Romero</u> City Legal Officer	DATE: <u>2020</u>

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

BEFORE ME, a Notary Public, this ____ day of _____, 2020, personally appeared the following:

Name	ID Presented	ID Number	Place and Date Issued
Grantor: Dr. Pretchell P. Tolentino			
Grantee: Jester B. Zacarias, RN	PRC ID	0693019	Ormoc City 4/4/2011
Primary Guarantor: Joseph T. Zacarias	PASSPORT	P6807916A	PCG Toronto 4/18/2018
Secondary Guarantor: Richard I. Gomez, DPA			

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

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

Notary Public

Page No.: _____
Doc. No.: _____
Book No.: _____
Series of 2020 _____

REVIEWED
ORMOC CITY LEGAL OFFICE
<input type="checkbox"/> Approved
<input type="checkbox"/> Separate Opinion
<input type="checkbox"/> Drafted by CLO
<input checked="" type="checkbox"/> Not contrary to laws, public policy, moral.
<input type="checkbox"/> Amendments/Revisions
Atty. Josephin A. Mejia City Legal Officer
DATE: NOV 23 2020

RICHARD I. GOMEZ, DPA
City Mayor

Local Government Unit of Ormoc

EXUPERIA B. SABALBERINO, MD, MPH, CESE
OIC - Director IV

Eastern Visayas Center for Health Development

EDMUND B. KIERULFF, MD, MPH
City Health Officer II

LGU - Ormoc City Health Department

JOSEPH T. ZACARIAS
Father

Primary Guarantor

JESTER B. ZACARIAS, RN
Nurse I

Grantee

LGU - Ormoc City Health Department

PRETCHELL P. TOLENTINO, MD, MCHM
Officer-in-Charge, Director IV

Health Human Resource Development Bureau

Grantor

SCHOLARSHIP SERVICE CONTRACT

Annex "B"

KNOW ALL MEN BY THESE PRESENTS:

This SCHOLARSHIP SERVICE CONTRACT, entered into by and between:

The DEPARTMENT OF HEALTH (DOH) – HEALTH HUMAN RESOURCE DEVELOPMENT BUREAU (HHRDB), an Executive Department of the Republic of the Philippines, created under its laws, with principal office address at San Lazaro Compound, Sta. Cruz, Manila, represented by the Officer-in-Charge, Director IV, **PRETCHELL P. TOLENTINO, MD, MCHM** herein referred to as the "GRANTOR":

- and -

MARIEL B. ZACARIAS, of legal age, Filipino, **MARRIED**, and with residence address at **BARANGAY LILOAN, ORMOC CITY, LEYTE**, hereinafter referred to as the "GRANTEE";

- and -

CHERYL L. BATUCAN, of legal age, Filipino, **MARRIED**, and with residence address at **BARANGAY LILOAN, ORMOC CITY, LEYTE**, hereinafter referred to as the "PRIMARY GUARANTOR";

- and -

RICHARD I. GOMEZ, DPA, of legal age, Filipino, **MARRIED**, and with principal office address at **2nd FLOOR, RIGHT WING, GOVERNMENT CENTER, ANUBING STREET, COGON, ORMOC CITY, LEYTE**, hereinafter referred to as the "SECONDARY GUARANTOR";

WITNESSETH:

WHEREAS, the DOH through the HHRDB provides a Local Scholarship Program that aims to enhance the competencies of its Human Resources for Health (HRH) at all levels of the healthcare system to perform their functions effectively and efficiently;

WHEREAS, in consideration of the scholarship awarded to the GRANTEE entitled **Leadership and Management Course for Public Health Nurses** at the **University of the Philippines - Manila** commencing on **November 26, 2020 to January 22, 2021**, the parties mutually agree to fulfill the following terms and conditions.

Article I. Responsibilities

The GRANTEE shall:

1. Abide with the terms and conditions stipulated in the Administrative Order No. 2006-0014 entitled "Implementing Guidelines on Local Scholarships for Training and Development" and its amendment;
2. Complete the course within the period stipulated in the Department Personnel Order;
3. Behave himself/herself in such a manner while in the HEI premises so as not to bring embarrassment/shame/humiliation to the DOH and his/her sending Office;
4. Return and report back immediately to his/her sending Office upon completion of the course and/or termination of the scholarship grant;
5. Pay in full the course fee incurred to the GRANTOR, and refund the allowable transportation allowance/per diems (if applicable), salaries and other benefits received

CHERYL L. BATUCAN

Mother
Primary Guarantor

MARIEL B. ZACARIAS, RN

Nurse I
LGU – Ormoc City Health Department
Grantee

PRETCHELL P. TOLENTINO, MD, MCHM

Officer-in-Charge, Director IV
Health Human Resource Development Bureau
Grantor

EDMUND B. KIERULFF, MD, MPH

City Health Officer IV
LGU – Ormoc City Health Department
Witness

EXUPERIA B. SABALBERINO, MD, MPH, CESE

OIC - Director IV
Eastern Visayas Center for Health Development
Witness

RICHARD I. GOMEZ, DPA

City Mayor
Local Government Unit of Ormoc
Secondary Guarantor

- in the duration of his/her grant to his/her sending Office if he/she has failed to complete the course due to failing grades/poor performance and other similar reasons;
6. Render three (3) months service obligation at his/her sending Office before he/she can transfer to other government or private institution. Proportionate refund shall be allowed, provided that the **GRANTEE** has served his/her sending Office at least 75% of his/her total service obligation. **GRANTEE** shall refund within three years from commencement of **CONTRACT**; and
 7. Have a **PRIMARY GUARANTOR**, a relative as his/her co-maker or co-signor, while the Local Chief Executive of the Local Government Unit where the grantee is employed shall be the **SECONDARY GUARANTOR** with the same liability as the **PRIMARY GUARANTOR** in this **CONTRACT**.

The **GRANTOR** shall:

1. Pay the course fee amounting to **EIGHTY THOUSAND PESOS ONLY (Php 80,000.00)** directly to the HEI upon receipt of billing; and,
2. Have the right to terminate the **CONTRACT** and initiate an appropriate action (criminal, civil and/or administrative) against the **GRANTEE**, if he/she violates any stipulation in this **CONTRACT**.

The **PRIMARY GUARANTOR** shall:

1. Assume full responsibility jointly and severally should he/she fails to comply with the conditions set forth.

The **SECONDARY GUARANTOR** shall:

1. Likewise assume full responsibility jointly and severally should he/she fails to comply with the conditions set forth; and,
2. Provide allowable transportation allowance/per diems (if applicable) for attendance of the scholar to course.

Article II. General Provision

Settlement of Disputes. All disputes arising from the validity, performance, and interpretation of this **CONTRACT** shall be settled through mutual consultation, mediation and arbitration at the option of the **GRANTOR**. In case no settlement can be reached through consultation, both parties agree that the dispute shall be filed only in the court of City of Manila.

IN WITNESS WHEREOF, we have hereunder set our hands on the ____ day of _____, 2020 at Sta. Cruz, Manila.

GRANTOR:

PRETCHELL P. TOLENTINO, MD, MCHM
Officer-in-Charge, Director IV
HHRDB

PRIMARY GUARANTOR:

CHERYL L. BATUCAN
Mother

GRANTEE:

MARIEL B. ZACARIAS, RN
Nurse I
LGU - Ormoc City Health Department

SECONDARY GUARANTOR:

RICHARD I. GOMEZ, DPA
City Mayor
Local Government Unit of Ormoc

SIGNED IN THE PRESENCE OF:

EXUPERIA B. SABALBERINO, MD, MPH, CESE
OIC - Director IV
Eastern Visayas Center for Health Development

EDMUND B. KIERULF, MD, MPH
City Health Officer II
LGU - Ormoc City Health Department

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ____ day of _____, 2020, personally appeared the following:

Name	ID Presented	ID Number	Place and Date Issued
Grantor: Dr. Pretchell P. Tolentino			
Grantee: Mariel B. Zacarias, RN	PRC ID LGU ID	0693019 #887	Ormoc City 2/19/2013
Primary Guarantor: Cheryl L. Batucan	PASSPORT	P7806105A	DFA Tacloban 7/4/2018
Secondary Guarantor: Richard I. Gomez, DPA			

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

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

Notary Public

Page No.: _____
Doc. No.: _____
Book No.: _____
Series of 2020 _____

REVIEWED

ORMOC CITY LEGAL OFFICE

☒ Approved

☒ Separate Opinion

☒ Drafted by CLO

☒ Not contrary to laws, public policy/moral.

☒ Amendments/Revisions

BY: Atty. Josephine A. Mejia-Romero
City Legal Office

DATE: NOV 23 2020

CHERYL L. BATUCAN
Mother
Primary Guarantor

MARIEL B. ZACARIAS, RN
Nurse I
LGU - Ormoc City Health Department
Grantee

PRETCHELL P. TOLENTINO, MD, MCHM
Officer-in-Charge, Director IV
Health Human Resource Development Bureau
Grantor

EDMUND B. KIERULFF, MD, MPH
City Health Officer II
LGU - Ormoc City Health Department
Witness

EXUPERIA B. SABALBERINO, MD, MPH, CESE
OIC - Director IV
Eastern Visayas Center for Health Development
Witness

RICHARD I. GOMEZ, DPA
City Mayor
Local Government Unit of Ormoc



Republic of the Philippines
Department of Health
OFFICE OF THE SECRETARY

Annex "C"

November 17, 2020

HON. RICHARD I. GOMEZ

City Mayor
City of Ormoc, Leyte

Dear Mayor Gomez:

This refers to the application of the following nurses assigned in Ormoc City Health Office to the 2nd batch of the Leadership Development Course: "Strengthening Capacities for Universal Health Care" for Public Health Nurses (PHN) offered by the University of the Philippines – Manila under the DOH Local Scholarship Program. This is a 7-week online course beginning November 20, 2020.

1. Mr. Jester B. Zacarias Nurse I
2. Ms. Mariel B. Zacarias Nurse I

We are pleased to inform you that the application of the aforementioned PHNs are **APPROVED** based on the evaluation of our office on the submitted documentary requirements.

Relative to this, they are required to submit the following documents (e-copy) by November 20, 2020 through this email address: dohacademy.scholarship@gmail.com.

1. College Diploma (Certified True Copy by the Personnel Officer);
2. College Transcript of Records (Certified True Copy by the Personnel Officer);
3. Medical Certificate (physically and mentally fit to study) issued by any Government Physician; and
4. Notarized Scholarship Service Contract in four (4) original sets (Annex)

All the original documentary requirements including the previously emailed first set of requirements must be submitted until November 27, 2020 addressed to our office:

PRETCHELL P. TOLENTINO

Through: **MR. ALEXIS N. LAXAMANA**
Learning and Development Division, 3rd Floor, Building 12-A,
San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila 1003

Should you have further queries, your staff may contact Mr. Alexis N. Laxamana through 8651-7800 local number 4250-53 or email through the email address provided. Thank you.

Sincerely yours,

PRETCHELL P. TOLENTINO, MD, MCHM
Officer-in-Charge, Director IV
Health Human Resource Development Bureau

CC: **EXUPERIA B. SABALBERINO, MD, MPH, CESE**
OIC-Director IV, Eastern Visayas Center for Health Development

anl/add/hhrdb/20-14

Building 1, San Lazaro Compound, Rizal Avenue, Sta. Cruz, 1003 Manila • Trunk Line 651-7800 local 1108, 1111, 1112, 1113
Direct Line: 711-9502; 711-9503 Fax 743-1829 • URL: <http://www.doh.gov.ph> E-mail: fdquac@doh.gov.ph