



Republic of the Philippines
Region IX
Province of Zamboanga del Sur
MUNICIPALITY OF DUMALINAO



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 23rd REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON FEBRUARY 6, 2023.

Present:

HON. LORENZO S. ALCANTARA	- Municipal Vice Mayor
HON. RONALDO D. ENCABO	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. FREDERICK R. BALANDRA	- SB Member
HON. HERMES B. CABALES	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. JESSIE NIEL C. PAULO	- ABC President
HON. JEZIEL R. DAGUPAN	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent:

NONE

RESOLUTION NO. 0131-2023

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLOR S. CERILLES, RMT, MAGD, TO ENTER INTO A CONTRACT OF AFFILIATION (COA) BY AND BETWEEN THE UNIVERSIDAD DE ZAMBOANGA-PAGADIAN REPRESENTED BY ITS UNIVERSITY PRESIDENT, ABRAM M. EUSTAQUIO, MBA, IN THE APPLICATION OF RELATED LEARNING EXPERIENCE-COMMUNITY EXPOSURE OF NURSING STUDENTS IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the proposed resolution of Hon. Romeo G. Ligan to authorize the Local Chief Executive to enter into a Contract of Affiliation by and between the Universidad De Zamboanga-Pagadian in the application of Related Learning Experience-Community Exposure of nursing students in the municipality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the Related Learning Experience-Community Exposure helps and support the LGU-Dumalinao in providing health care services to the community with the assistance of our local health personnel and at the same time build and enhance the students competence in the areas of their theoretical learning;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. ROMEO G. LIGAN**, the body resolved, as it hereby resolves to authorize the Local Chief Executive to enter into a Contract of Affiliation by and between the Universidad De Zamboanga-Pagadian, represented by its University President, Abram M. Eustaquio, MBA, in the application of Related Learning Experience-Community Exposure of nursing students in the Municipality of Dumalinao, Zamboanga del Sur.


LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this **6TH** day of **FEBRUARY 2023**, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAN D. ANDO
SB Secretary

Attested and approved by:


LORENZO S. ALCANTARA
Vice Mayor - Presiding Officer

LETTER OF INTENT

December 12, 2022

Mayor Junaffor S. Cerilles
Municipal Mayor of Dumalinao

Thru: Dr. Patrick Kean L. Toledo
Municipal Health Officer
Dumalinao, Zamboanga del Sur

Dear Mayor Junaffor,

We write to express our strong intention to affiliate with your reputable community for the **Related Learning Experience - Community Exposure** of our Nursing students.

Having known Dumalinao RHU for years adopting the most comprehensive health care facility system in terms of nursing care, we are confident our new batch of BS Nursing students will surely gain the much needed training for their chosen profession in the future. The school will be paying an affiliation fee based on CHED regulation in relation to this internship program.

We are very much hopeful of your favorable response to this request.

Very truly yours,



Eddardo D. Danda II, RMT, MSMT
Administrator

PATRICK KEAN L.
0948-405

CONTRACT OF AFFILIATION

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF AFFILIATION** made and entered into in Pagadian City, Philippines, this _____th day of _____ 2023 by and between:

DUMALINAO MUNICIPAL HEALTH OFFICE, with permanent address Dumalinao, Zamboanga del Sur, a duly authorized training and teaching agency of the Department of Health, represented by **DR. PATRICK KEAN TOLEDO** Municipal Health Officer II hereinafter referred to as the "**FIRST PARTY**";

-AND-

UNIVERSIDAD DE ZAMBOANGA-PAGADIAN, a non-profit educational institution, duly organized and existing under Philippine Laws with office/business address at Zone 4, Barangay Tiguma, Pagadian City, represented herein by its University President, **ABRAM M. EUSTAQUIO, MBA**, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH

- WHEREAS**, the **FIRST PARTY** agrees to allow the affiliation and training of **Bachelor of Science in Nursing** students pursuant of Commission on Higher Education (CHED) Memorandum No. 15 Series of 2017, dated May 8, 2017, Known as "**Policies, Standards and Guidelines of the Bachelor of Science in Nursing (BSN) Program**" and Joint Memorandum Circular of Department of Health (DOH) and CHED embodied in DOH Administrative Order No. 2013-DOH and CHED Memorandum Order No. 35, series 2013 entitled "**Policies, Guidelines of the Affiliation of Higher Education Institutions with hospitals and other Health Facilities for Training of Students in Health Professional Education**" and for the purpose of rationalizing Nursing education in the country with the end in view of *keeping at pace with the demands of global competitiveness* a Contract of Affiliation shall be used as a legal document to show the term of references between the educational institutions and the affiliation Government facilities in the community for the conduct of RLE.
- WHEREAS**, the Second Party shall be permitted to take pictures on the specified area approved by the First Party for documentation purposes only; the taking of pictures should be not be taken without the patient's consent and in compliance with **RA 10173** or otherwise known as the **DATA PRIVACY ACT OF 2012** and all provisions protecting data secrecy of the patient and of the Healthcare Facilities. Furthermore, all student interns shall execute a Non-disclosure agreement at the start of their assignment. Any unauthorized disclosures in contravention of this agreement, without prejudice to the right of the Hospital to avail any other remedy available to it hereunder or under government regulation, law or equity.
- Whereas the **SECOND PARTY**, through the College of Nursing offers a Nursing Program (Community Nursing) as part of the curriculum of its nursing students;
- WHEREAS**, the **FIRST PARTY** is willing to accommodate the nursing students of the **SECOND PARTY** for exposure, experience and community affiliation as a component for related learning experiences;
- Now therefore, for and in consideration of the foregoing premises, the parties have agreed, as they hereby agree to establish a functional working relationship aimed at producing properly trained nursing graduates subject to the following conditions:

I. Term of Agreement

This agreement shall be for Three (3) years starting in **February 2023 to January 2026** and subject for renewal depending on the agreement of both parties.

II. Obligation of the Parties

The Municipality of Dumalinao, through the Municipal Health Office shall:

~~Application fees~~

1. Extend and allow the use of its facilities for training and practicum of the students of the **SECOND PARTY** in their **240 hours community duty**.
2. Provide the venue and environment for the nursing students of the **SECOND PARTY** to learn from training and practicum in the care of patients admitted in the institution while not jeopardizing its usual service to its patients.
3. Accommodate the nursing students and their clinical instructors observing these shifts: 7:-12:00 a.m and 1:00 -5:00 pm;
4. Help impart effective teaching and learning methods through supervisory assistance rendered by its nursing staff in the supervision and evaluation of students of the **SECOND PARTY**.
5. Shall be responsible for assigning only fully vaccinated personnel to handle the On-The-Job Training.
6. Shall be strict in implementing precautionary measures for the prevention and control of Covid 19:

✓ Both the student and the coordinator must be fully vaccinated and must have at least one booster dose;

✓ Temperature check shall be done daily at the training area;

✓ Wearing of face mask;

✓ Respiratory hygiene and cough etiquette must be observed;

✓ Bringing of personal hygiene kit with 70% alcohol, tissue, face masks;

The **UNIVERSIDAD DE ZAMBOANGA - PAGADIAN BRANCH** shall:

1. Be responsible for the curriculum and instruction of the affiliation program and assume full responsibility for the appointment and salary of qualified clinical instructors.
2. Ensure that all students have complied with the IATF Protocols and the related theoretical instructions as prescribed by the CHED and the Executive Order No. BC 607-2020, an act strengthening Executive Order No. BC 595-2020. Further, the **FIRST PARTY** shall ensure that all students are physically and mentally fit to undergo the On-The-Job Training.
3. Ensure that all students are PhilHealth Member (or equivalent) and officially enrolled for the semester as stated in the UZ Campus Preparedness Manual clause No. 1.a Admission.
4. Submit its qualified clinical instructors for training to be done by staff and/or representative of the **FIRST PARTY**.
5. Submit to the **SECOND PARTY** the list of students for affiliation one (1) month before the scheduled date.
6. Take full responsibility for the orientation of its students particularly in the observance decorum within the premises of the **FIRST PARTY** throughout the training period.
7. Instruct and remind its students to take utmost care with the diligence of the facilities and equipment of the **FIRST PARTY**.
8. Faculty and students will strictly implement precautionary measures for the prevention and control of Covid 19:

✓ Temperature check shall be done daily during the entire training schedule;

✓ Wearing of face masks;

✓ Respiratory hygiene and cough etiquette;

✓ Bringing of personal hygiene kit with 70% alcohol, tissue, face masks;

9. Be liable for any loss, damage or breakage caused or done by the affiliating nursing students on the equipment and facilities of the **FIRST PARTY**.

10. Hold **FIRST PARTY** free from liability for injury to the nursing students during the training period and within the premises of the **FIRST PARTY**.
11. The **SECOND PARTY** shall suspend the limited face-to-face affiliation and training of students in the event that the IATF upgrade the status of the city to Enhanced Community Quarantine (ECQ) or Modified Enhanced Community Quarantine (MECQ).
12. Exposure to COVID-19 should be reported to both parties for the safety and contact tracing purposes.
13. The **FIRST PARTY** has no liabilities for Covid 19 exposure of the UZ-Pagadian Branch BS Nursing students.

Affiliation Fee

6. The **SECOND PARTY** shall pay to the **FIRST PARTY** an affiliation fee at the rate of _____ a student does training and practicum at the premises of the **FIRST PARTY**.
7. The **FIRST PARTY** shall submit a statement of account to the **SECOND PARTY** every month which shall be subsequently settled subject to accounting and auditing rules and regulations of the **SECOND PARTY**.
8. That the **SECOND PARTY** shall pay to the **FIRST PARTY** the following affiliation fees (based on actual duty hours) per students:

IN WITNESS WHEREOF, the parties hereto have signed this contract in Zamboanga City, Philippines, this _____th day of _____ 2023.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

HON. SWEET CERILLES
Municipal Mayor

ABRAM M. EUSTAQUIO, MBA
President/CEO, UZ-Pagadian

DR. PATRICK KEAN TOLEDO
Municipal Heal Officer II

DR. JO-ANNE J. BERNARDO
Vice President for Academic Affairs

EDUARDO D. DANDA II, RMT, MSMT
School Administrator

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA) S.S.

Personally came and appeared before me at the City of Zamboanga, Philippines, this _____ day of _____, 2023, the following persons with their respective Competent Evidence of Identity.

Name	Community Tax Certificate		Competent Evidence of Identity	
	Number	Date /Place of Issue	Type of ID	ID#/Expiry Date

HON. EDUARDO D. RELACION				
ABRAM M. EUSTAQUIO			TIN	700-106-152-731

The Parties are known to me and to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

This instrument consisting of two (2) pages, including this page on which this acknowledgment is written, has been signed on each and every page thereof by the parties hereof 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.