

Republic of the Philippines
 DEPARTMENT OF ENERGY
 (Kagawaran ng Enerhiya)

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF SERVICE** is made entered into by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created by virtue of R.A. 7638, as amended, with office address at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, represented herein by its **DIRECTOR, ELISA B. MORALES**, hereinafter referred to as the **"DOE"**.

-and-

DR. CORAZON ESCARLET R. LORZANO-AREVALO of legal age, Filipino citizen, married, and with postal address at 2127- A Nuestra Senora De Guadalupe St. Brgy, Guadalupe Nuevo, Makati City, hereinafter referred to as the **"MEDICAL DOCTOR"**.

DOE and **MEDICAL DOCTOR** are hereinafter collectively referred to as **"PARTIES"** and individually as **"PARTY"**.

WITNESSETH: That

WHEREAS, Article 157, Title I: Medical, Dental, and Occupational Safety of Book IV-Health, Safety, and Social Welfare of Presidential Decree No. 422, as amended, otherwise known as the "Philippine Labor Code", provides that:

"Art. 157. Emergency medical and dental services. It shall be the duty of every employer to furnish his employees in locality with free medical and dental attendance and facilities consisting of:

- c. The Services of a full-time physician, dentist and a full-time registered nurse as well as a dental clinic and an infirmary or emergency hospital with one (1) bed capacity for every one hundred (100) employees when the number of employees exceeds three hundred (300).

In cases of hazardous workplaces, no employer shall engage the services of a physician or a dentist who cannot stay in the premises of the establishment for at least two (2) hours, in the case of those engaged on part-time bases, and not less than eight (8) hours, in the case of those employed on full-time basis, subject to such regulations as the Secretary of Labor and Employment may prescribe to insure immediate availability of medical and dental treatment and attendance in case of emergency. (As amended by Section 26, Presidential Decree No. 570-A)"

WHEREAS, pursuant to the above-mentioned Article, the **DOE** needs to engage the services of Dr. Corazon Escarlet R. Lorzano - Arevalo as **MEDICAL DOCTOR**, who possesses the education, experience, and skills to provide professional consultation services/treatment and attendance in cases of emergency;

Lorzano-arevalos

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WHEREAS, the **MEDICAL DOCTOR** is tasked to provide professional consultation services/treatment to the **DOE** officials/employees and attendance in case of emergency;

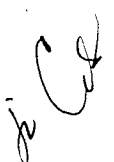
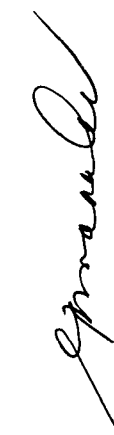
WHEREAS, the **MEDICAL DOCTOR** cannot be hired on regular basis as there is no plantilla position in the Personnel Services Itemization Plantilla of Positions (PSIPOP) of the **DOE**, approved by the Department of Budget and Management (DBM);

WHEREAS, the **MEDICAL DOCTOR** hereby attests that she is not related within the third degree of consanguinity or affinity with the recommending official and the appointing authority of the **DOE**; and that she has not been previously dismissed from the government service by reason of an administrative offense;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby execute this contract subject to the following terms and conditions;

1. That the **DOE** hereby hires the services of the **MEDICAL DOCTOR** for the period April 2023 – December 2023;
2. That the **MEDICAL DOCTOR** shall perform the following functions:
 - 2.1. Primary responsible to diagnose physical illnesses, disorders and injuries incurred by **DOE** personnel. Consultations of DOE dependents are not covered;
 - 2.2. Prescribes medications and treatments to promote/restore good health of **DOE** employees. Request for prescription for DOE employees' dependents are not covered;
 - 2.3. Regularly monitors the health conditions of those employees with existing/having maintenance supplements/drugs taken;
 - 2.4. Reports/suggests recommendation measures to the **DOE**, thru the Chief of the Human Resource Management Division (HRMD) or to the Incidental Management Team (IMT), and/or Undersecretary for Administration, on any health – related matters which need to be immediately addressed; and
 - 2.5. Perform other related works as may be assigned from time to time within the scheduled Clinic days and Clinic hours, such as conduct of lectures on health and safety, conduct of vaccinations, or Antigen tests, among others.
3. The **MEDICAL DOCTOR** must be compliant with the DOE Public Service Continuity Plan (PSCP) protocol (*i.e.*, with no regular assignment in a COVID hospital), to ensure the health and safety of the **DOE** employees, at all times.
4. That the **MEDICAL DOCTOR** shall render minimum 3 hours of duty: every Tuesday and Thursday of the month, except during Holidays and upon declaration of a *force majeure*.
5. That the **MEDICAL DOCTOR** shall be paid in full the amount of **Php 3,450.00** per shift for three (3) hours of work preferably (9:00 a.m. to 12:00 noon), inclusive of all applicable taxes, and to be paid monthly.
6. The **MEDICAL DOCTOR** may, however, be allowed to report to the **DOE** upon approval by the **DOE**, thru HRMD Chief, only on special cases, such as attendance to/handling activities, as follows

Ways - amb



- 6.1. Meeting as advised by the **DOE** Management/HRMD Chief re: discuss/settle provide inputs/propose policies on health and wellness;
 - 6.2. Medical assistance/conduct of vaccinations, Antigen, and RT-PCR test, or related tests for the purpose, and/ or
 - 6.3. Clinic activities like health and wellness seminars/programs.
7. Only in cases specified in Items 6.1 - 6.3 above, that the **DOE** will allow or authorize the **MEDICAL DOCTOR** to render Overtime (OT) Work with pay or off-set Clinic duty hours. The rendition or utilization of OT payment or off-setting, must be with prior approval from the **DOE**, thru the HRMD Chief.

In addition, OT hours can be off-set only within the month where the **MEDICAL DOCTOR** has approved OT work.

8. There will be no double pay to be claimed by the **MEDICAL DOCTOR**, if the said OT hours were rendered while in the **DOE** and if within the same clinic schedule in another government agency or in any Attached Agency of the **DOE**.
9. That the **MEDICAL DOCTOR** may render medical/tele-consultation services to the **DOE** employees.

For this purpose, the **MEDICAL DOCTOR** must provide the contact number, FB account, or other social media account, to facilitate immediate response and/or provision of medical consultation to the **DOE** employees.

10. In the cases where the **DOE** directs the **MEDICAL DOCTOR** to conduct travels in relation to the performance of the latter's duties under this contract, she shall be entitled to reimbursement of hotel accommodation, *per diem* and funds for travelling expenses (by air, sea and land) but request for cash advance is not allowed.

11. It is understood that there exists no employer-employee relationship between the **PARTIES** to the contract, and the services of the **MEDICAL DOCTOR** under this contract shall not be credited as government service and that she shall not be entitled to the benefits being enjoyed by the regular personnel of the **DOE**.

12. The **MEDICAL DOCTOR** is mandated to abide by the rules and regulations of the **DOE**, and to directly report to the HRMD Chief/**DOE** Management. The performance and duration of service of the **MEDICAL DOCTOR** shall be subject to review and evaluation by the **DOE**;

13. Any inputs observations made by the **MEDICAL DOCTOR** shall first be reported or directed to the **DOE**, thru the HRMD Chief for proper disposition.

14. For instances of inability of **MEDICAL DOCTOR** to report to the DOE Clinic and perform the corresponding duties in the workplace, the **MEDICAL DOCTOR** shall:

- 14.1. Notify the office (c/o HRMD) at least two (2) days before the scheduled days of absence/s;
- 14.2. Provide a reliever physician of equal specialization, who possesses competence and knowledge in the same field;

Use: pro - credits



14.3. Duly orient and prepare the reliever of his/her functions/updates of employees' health records; and

14.4. Remunerate/pay the services rendered by the reliever physician

15. This Contract may be terminated any time before its expiration –

15.1. At the instance of the **MEDICAL DOCTOR**, provided, that she shall notify the **DOE** thirty (30) days prior to the effectivity of termination.

15.2. At the instance of the **DOE**, upon notice given to the **MEDICAL DOCTOR**, that any of the following circumstances is present:

15.2.1. Lack of funds to justify the continued engagement of the services of the **MEDICAL DOCTOR**.

15.2.2. If the performance is subpar in terms of performing the assigned expected duties and responsibilities.

15.2.3. If there is violation in any of the policy being implemented by the **DOE** and the herein contract; and


15.2.4. Any other justifiable reason/s.

IN WITNESS WHEREOF, the **PARTIES** hereto have signed this **CONTRACT OF SERVICES** on this _____ day of _____, 2023 at Bonifacio Global City, Taguig City, Metro Manila.

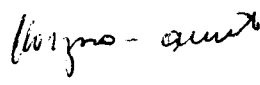
**DEPARTMENT OF ENERGY
(DOE)**

MEDICAL DOCTOR

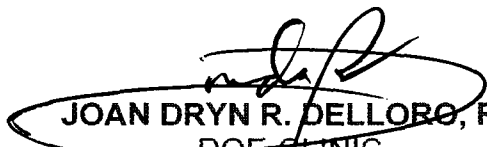
By:


ELISA B. MORALES
Director, Administrative Service

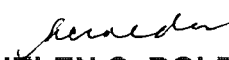
By:


DR. CORAZON ESCARLET L. AREVALO

SIGNED IN THE PRESENCE OF


JOAN DRYN R. DELLORO, RN
DOE-CLINIC


MARIA CECILIA SOFIA P. BALDOS
CHIEF, HRMD


HELEN C. ROLDAN
OIC CHIEF, ACCOUNTING DIVISION

CAF No. 01-23-05-087
CAF Date. May 8, 2023
Regular Agency Fund
P 258,350.00
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REPUBLIC OF THE PHILIPPINES)
Manila CITY, METRO MANILA) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Manila, this 15 MAY 2023 day
of _____ 2023, personally appeared:

1. USEC. FELIX WILLIAM B. FUENTEBELLA

Identification (ID) : *Philippine Passport*
No. : *P7154951B*
Issued by : *DFA MANILA*
Valid Until : *07 JULY 2031*


2. DR. CORAZON ESCARLET L. AREVALO

Identification (ID) : *Professional ID card*
No. : *0087145*
Issued by : *Professional Regulation Commission*
Valid Until : *12/03/2028*

Known to me and to me known to be the same persons who executed the foregoing Contract of Services consisting of six (6) pages including this page in which this Acknowledgment is written, and they acknowledged to me that the same is their own free and voluntary act and deed and that of the Office which represents.

WITNESS MY HAND AND SEAL, at the place and on the date first above written.

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Book No. 29
Series of 103


ATTY. ISIDRO V. ALMENTEROS
NOTARY PUBLIC
Until December 31, 2024
1626 Estrada Street, San Andres, Manila
IBP OR No. 248072(2023) 9-23-2022/MLA
PTR No. 0862227/1-03-2023/MLA
MCLE Compliance No. VII-0007108/4-14-2025
Attorney's Roll No. 34272