#### KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The PHILIPPINE HEALTH INSURANCE CORPORATION a government owned and controlled corporation duly organized and existing by virtue of Republic Act No. 7875 (as amended by Republic Act No. 9241), with principal office at 709 Citystate Center, Shaw Blvd., Brgy. Oranbo, Pasig City, duly represented herein by its President and Chief Executive Officer, DR. EDUARDO P. BANZON hereinafter referred to as PHILHEALTH;

and

DR. PATRICIA DIMANLIG-MANUEL, of legal age, and residing at LPL Center, 130 L.P. Leviste No. 22B Salcedo Village, Makati City hereinafter referred to as the CONSULTANT;

#### WITNESSETH: that

WHEREAS, PhilHealth is institutionalizing changes in line with its strategic imperatives in order to strengthen the implementation of the National Health Insurance Program as a driver towards achieving Kalusugan Pangkalahatan;

WHEREAS, needs technical support to develop and implement an updated performance evaluation tool using the balanced scorecard approach to track down the implementation of PhilHealth initiatives supporting KP/UHC;

WHEREAS, for the above-stated purpose, PhilHealth needs to contract the services of a change management consultants which shall be financed through the grant provided by World Bank through its Institutional Development Fund (IDF);

WHEREAS, this agreement shall not be construed as creating an employer-employee relationship in some manner or form between the Consultant and PhilHealth, hence, the latter shall not be responsible for complying with any labor laws, rules and regulations governing employer-employee relationships in the Philippines;

WHEREAS, the parties herein knowingly, voluntarily, without any force, duress, or improper pressure, and dealing with each other on equal terms with neither dominance on the other, hereby agree to the present Agreement;

NOW, THEREFORE, for and in consideration of the premises, the parties have mutually agreed the following terms and conditions:

#### 1. Services

The Consultant shall undertake and perform the following functions:

- a. Conduct research and studies on a broad range of issues pertaining to the area of responsibility of PhilHealth and bearing on its mission;
- b. Study trends and developments at the local, national and international spheres in order to articulate such concerns as may be of significance and importance to PhilHealth;
- c. Advocate and promote an atmosphere of high-level analysis, progressive thinking and strategic acumen among the personnel of the Office of the President and other PhilHealth personnel;
- d. Facilitate and/or conduct change management processes including the identification of indicators and development of a scorecard in line with PhilHealth's organizational imperatives;
- e. Work with the other change management consultants as a team while specifically focusing on holistic integration of the business, medical and research domains and following- through with the rest of the other thrusts from planning to formulation, implementation, to monitoring and evaluation applying the Balanced Scorecard methodology with appropriate performance measures to drive PhilHealth's strategy forward;

f. Provide technical assistance and mentor CorPlan and other offices in the implementation of the scorecard and carry out validation activities with all offices to ensure identified measures generate the desired outcomes.

#### 2. Term

The Consultant shall be engaged for a period of six (6) months at the rate of Three Hundred Thousand Pesos (Php300,000.00) to be funded from the World Bank – IDF Grant.

### 3. Compensation

The Consultant shall be compensated based on the terms of payments for each of the following deliverables:

Upon submission of Inception Report	15%	1,
Upon completion of a revised Balanced Scorecard	35%	
Upon completion of a capacity enhancement for technical		
personnel/ consolidated report of change initiatives	25%	
Upon submission of the Final Report	25%	

## 4. Program Administration

The Consultant will report directly to the President & Chief Executive Officer (PCEO) in coordination with the Senior Manager of Corporate Planning Department (CorPlan). The PCEO will approve notices and acceptance of deliverables, activities and other related tasks.

The World Bank shall be furnished a copy of all deliverables of the consultant in keeping with the conditions of the grant agreement.

## 5. Performance

The Consultant is expected to perform his duties faithfully and to the best of his ability, and to comply with the scope of work with the highest standards of professional and ethical competence and integrity.

#### 6. Confidentiality

The Consultant shall not disclose any proprietary or confidential information relating to PhilHealth or to this agreement without prior written consent from the latter.

#### 7. Data Ownership

All deliverables of the Consultant shall be the sole and exclusive property of PhilHealth and shall not be used for any other purposes other than what is stipulated under this Agreement. Immediately upon completion or termination of this engagement, the Consultant shall return all copies, files, documents, papers, materials, and any other property in his possession that belong or relate to the interest of PhilHealth.

#### 8. Entire Agreement and Amendments

This document constitutes the entire agreement between the PhilHealth and the Consultant, the provisions of which supersede any and all prior negotiations, understanding, or contracts relating to the same subject matter.

Any revision or amendment of this Agreement shall require the written consent of all parties.

Witness for Dr. Patricia Dimanlig-Manuel

# 9. Acceptance and Effectivity of Agreement

The parties hereby accept the terms of this Agreement and have hereto set their hands this the day of the day of the parties are passed as their philippines.

The date of signing constitutes effectivity of the Agreement which shall remain in full force and effect, unless sooner revoked or terminated by mutual agreement of the parties.

# PHILIPPINE HEALTH INSURANCE CORPORATION

By:

DR. EDUARDO P BANZON
President & CZOZ

**OR. PATRICIA DIMANLIG-MANUEL** 

Consultant

Signed in the presence of:

Witness for Dr. Patricia Dimanlig-Manuel

Witness for Dr. Patricia Dimanlig-Manuel

# ACKNOWLEDGEMENT

# REPUBLIC OF THE PHILIPPINES)

Pasig City

CITY) S.S

MAY 1 0 2012

Before me this day	of, 2012 in,
Philippines personally appeared DR	A. EDUARDO P. BANZON in his capacity as President and
CEO of the Philippine Health I	nsurance Corporation and DR. PATRICIA DIMANLIG-
MANUEL, Consultant, exhibiting	g to me their respective Community Tax Certificate Nos.
, issued on	at and ,
ssued on at _	, known unto me to be the same persons
who executed the foregoing Consvoluntary act and deed.	sultancy Contract and acknowledged that the same is their
This instrument consisting	g of four (4) pages including the page on which this
icknowledgement is written has been	n signed thereof.
Witness my hand and seal or	n the date and place first above written.
	ATHY. DUCKNOWN PUBLICS-YUTOK
1/74	Notary Public /
Doc. No. 475	686-B Shaw Blvd., Kapitolvo, Pasig City/ 492-6473 Until December 31, 2012
Page No. 96	PTR No. 7040760, Issued on 17 1341 Aat Pasig City IBP No. 876114, Issued on: 12,29-11 at Pasig City
Book No. 77	TIN No. 162-942-995-000
Series 70/2	Roll No. 28494
The Ale	MCLE Compliance No. I-0006299