

CONTRACT FOR CONSULTANCY SERVICES

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, and duly represented herein by its Secretary of Health and Chairman of Phill health Board, **DR. ENRIQUE T. ONA** hereinafter referred to as **PHILHEALTH**;

and

OSCAR F. PICAZO, of legal age, and residing at 181st Tower 2, Olympic Heights, Eastwood, C-5 Road, Libis, Quezon City hereinafter referred to as the **CONSULTANT**;

WITNESSETH: that

WHEREAS, Phill health is mandated by law to ensure the health of all Filipinos under the National Health Insurance Program (NHIP) through the provision of minimum packages and other supplementary packages of health insurance benefits;

WHEREAS, consistent with the GOCC Governance Act of 2011, the current Board of Directors (BOD) is expected to discharge its duties and responsibilities with more care and diligence in conducting the business of the Corporation;

WHEREAS, there is a need to increase the capacity of Phill health Board to carry out its role under the social health insurance system, including understanding completely the policy proposals presented by the Management;

WHEREAS, for the above-stated purpose, Phill health needs to contract the services of a health policy and financing consultant to provide technical assistance in organizing, facilitating and documenting the policy discussions between the Board of Directors and the Management 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 PhillHealth, 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 exercising moral dominance on the other, hereby agree to the present Agreement;

NOW, THEREFORE, for an 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) Organize the health policy discussion s that will provide the venue for the Management to present PhillHealth proposed policies to the Board of Directors. This includes inviting 1-2 external panelists to participate in the discussion;
- b) Synthesize the policy discussion and highlight the important issues that must be addressed in finalizing the policy;

Dr. Enrique T. Ona
Secretary of Health/Chairman of the PhillHealth Board

Dr. Eduardo P. Banzon
President and CEO

Oscar F. Picazo
Consultant


Edgar Julius S. Asuncion
SVP- Legal Sector

Dr. Leibel P. Lagrada
End-User/ Office of the Chairman of PhillHealth Board


Atty. Hannah Lorraine Dalisay
OIC, A/c, Comptrollership Dept.
As to availability of fund.

Witness for Oscar F. Picazo


Witness for Oscar F. Picazo




Dr. Enrique T. Ona
Secretary of Health/ Chairman of the PhilHealth Board




Dr. Eduardo P. Banzon
President and CEO




Oscar F. Picazo
Consultant



Edgar Julio S. Asuncion
PhilHealth Sector



Dr. Leizel P. Lagrada
End-User/ Office of the Chairman of PhilHealth Board



Atty. Hannah Lorraine Dalisay
OIC, AICD, Comptrollership Dept.
As to availability of funds.

- c) Provide advice to the Chairman of the Board on international/local experiences related to the policy, when needed; and
- d) Policy Notes to address policy questions related to KP implementation raised by the Board of Directors when necessary.

2. Term

The Consultant shall be engaged for a period of **three (3) months** spread over **one (1) year** at the rate of **One Million Eighty Thousand Pesos (Php1,080,000.00)** to be funded from the World Bank – IDI Grant.

3. Compensation

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

Upon approval of the Inception Report	20%
Upon submission of 50% of health policy discussions based on indicative list	40%
Upon submission of 70% of health policy discussions based on indicative list	40%

4. Program Administration

The Consultant will report directly to the Chairman of the Board in coordination with the Office of the President and Chief Executive Officer. The Chair 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.

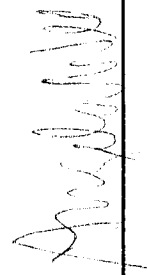
8. Entire Agreement and Amendments

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 Oscar F. Picazo



Witness for Oscar F. Picazo

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY) S.S

CITY OF MAKATI

Before me this _____ day of SEP 12 2012, 2012 in _____, Philippines personally appeared **DR. ENRIQUE T. ONA** in his capacity as Secretary of Health and Chairman of the Board of the Philippine Health Insurance Corporation and **OSCAR F. PICAZO**, Consultant, exhibiting to me their respective Government Issued ID. EA1952892, issued on 21 FEB. 2011 at DFA MANILA and TIN/CR-578-625 issued on 18 JULY 1994 at QUEZON CITY, known unto me to be the same persons who executed the foregoing Consultancy Contract and acknowledged that the same is their voluntary act and deed.

This instrument consisting of four (4) pages including the page on which this acknowledgement is written has been signed thereof,

Witness my hand and seal on the date and place first above written.

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te and place first above written.

Notary Public

The parties hereby accept the terms of this Agreement and have hereunto set their hands this 6th day of September, 2012, at Iloilo City, 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.

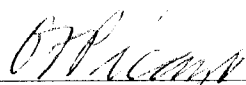
PHILIPPINE HEALTH INSURANCE CORPORATION

By:



DR. ENRIQUE T. ONA

Secretary of Health/Chairman of the Board



OSCAR E. PICAZO

Consultant

Signed in the presence of:

