

CONTRACT FOR CONSULTANCY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government-owned and controlled corporation, created and existing by virtue of RA 7875, as amended, with office address at No. 709 Shaw Blvd., Citystate Center Bldg., Brgy. Oranbo, Pasig City and duly represented herein by its Chairman of the Board of Directors and OIC, President and CEO, **DR. ENRIQUE T. ONA** (hereinafter referred to as "**PHILHEALTH**");

- and -

MR. JOSE RAFAEL S. HERNANDEZ, Filipino, of legal age, and a resident of 1008 Domingo Poblete St. PDP/BF Executive Village, Las Pinas City (hereinafter referred to as "**CONSULTANT**").

WITNESSETH, That:

WHEREAS, PhilHealth, in line with its undertakings, needs to communicate effectively not only within the Corporation but also with our stakeholders, particularly, the healthcare providers. However, in order to carry out the said endeavor, there is a need to communicate this efforts with the concept of achieving effective health care;

WHEREAS, PhilHealth proposes the hiring of a marketing communications specialists to help and draft a communication plan of PhilHealth and review the impact of the policies that the Corporation is producing to achieve universal health care;

WHEREAS, the Bids and Awards Committee for Consulting Services conducted a Negotiated Procurement highly Technical pursuant to Section 53.7 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 as per BAC-CSCW Resolution No. 03, s. 2013;

WHEREAS, the contract of services is for a maximum period of six (6) months starting April to September 2012, under the Corporate Communications Department (CorCom);

WHEREAS, PhilHealth, in compliance with R.A. 9184 and its RIRR, considered the qualifications of the Consultant and the requirements of the Terms of Reference;

WHEREAS, PhilHealth has chosen the Consultant as his profile shows that he has expertise in social marketing and integrated marketing communications with excellent knowledge of the Philippine health care system being in the market for more than 20 years;

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

1. PhilHealth hereby contracts the services of the Consultant to review the impact of existing PhilHealth policies, corporate communication plan and marketing strategies vis-à-vis the goals and targets of KP;
2. The Consultant shall provide advice to the Chairman on various issues and concerns about PhilHealth that have been raised through media and prepare PR, if necessary;
3. The Consultant shall assist in evaluating the Corporate marketing and communication plan and other information materials developed by the Management;
4. The Consultant shall recommend to the Chairman the marketing communication policies and strategies for consideration of the Board and management and to perform other related assignments;
5. For the services rendered, the Consultant shall receive *Seventy Thousand Pesos (P70,000.00)* monthly for a total contract price of **Four Hundred Twenty Thousand Pesos (P420,000.00)** good for six (6) months inclusive of applicable taxes;
6. The Consultant shall closely coordinate with the OVP CAG and Corporate Communications Department for the duration of the Contract;
7. Performance Security is hereby waived. PhilHealth shall not require the Consultant to post any performance security;
8. The Consultant attests that he is not related within the third civil degree of consanguinity or affinity to any of the following: a) appointing authority; b) recommending authority; c) Chief of the Office, d) person exercising immediate supervision over him and that he has not been previously dismissed from office by reason of an administrative offense;
9. It is understood that this contract does not create an employer-employee relationship between the Marketing Communications Consultant and PhilHealth, that the services rendered hereunder are not considered and will not be accredited as government services and that the latter is not entitled to benefits enjoyed by the regular personnel of PhilHealth;
10. This Contract may be terminated at the instance of any of the parties hereto upon service of a written notice of termination by one to the other party at least fifteen (15) days prior to the intended date of termination;
11. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the above parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for arbitration in accordance with the provisions of RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

IN WITNESS HEREOF, the parties have hereunto set their hands this _____ day of _____, 2013.

PHILIPPINE HEALTH INSURANCE CORPORATION

By:



DR. ENRIQUE T. ONA
Secretary of Health/Chairman of the
Board and OIC, President and CEO

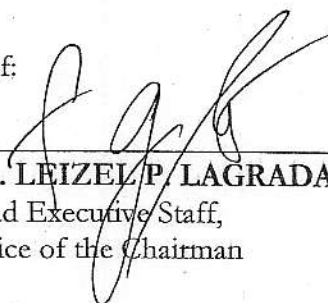


JOSE RAFAEL S. HERNANDEZ
Consultant



MR. GREGORIO C. RULLODA
Vice President for Corporate Affairs Group

Signed in the presence of:



DR. LEIZEL P. LAGRADA
Head Executive Staff,
Office of the Chairman

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
PASIG CITY } S.S.


Before me this _____ day **MAR 26 2013**, 2013 in **QUEZON CITY**, Philippines personally appeared **DR. ENRIQUE T. ONA** in his capacity as OIC, President and CEO of the Philippine Health Insurance Corporation, and **JOSE RAFAEL S. HERNANDEZ**, exhibiting to me their Residence Certificate Numbers 01196196, 201206093397 issued on Jan 7, 2013, Jan 17, 2013 at Pasig City, Las Pinas City respectively, known unto me to be the same persons who executed the foregoing Contract and acknowledged that the same is their voluntary act and deed and that of the corporation they respectively represent.

This instrument, consisting of three (3) pages, including the page on which this acknowledgement is written, has been correspondingly signed by the parties and their witnesses.

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

Doc. No. 149
Page No. 30
Book No. 08
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NOTARY PUBLIC



ATTY. EVARISTO B. URBINA
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