

CONTRACT FOR CONSULTANCY SERVICES

KNOW ALL MEN BY THESE PRESENTS

This **Consultancy 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 President and Chief Executive Officer, **DR. EDUARDO P. BANZON** hereinafter referred to as **PHILHEALTH**;

- and -

JOSELITO C. HERRERA of legal age, and residing at No. 10 Peter Avenue, La Brea, Doña Carmen Heights, Commonwealth, Quezon City, hereinafter referred to as the **CONSULTANT**;

WITNESSETH

WHEREAS, PhilHealth is mandated by law to provide financial risk protection to its members by providing affordable, accessible and adequate healthcare services and supplementary benefit packages under the National Health Insurance Program (NHIP);

WHEREAS, the Corporation is seeking an expert on IT marketing and communication to assist in the development of a responsive IT marketing plan using social media;

WHEREAS, the services of an IT Marketing and Communication Consultant shall be engaged to provide marketing and communication advisory and consultancy services with the end in view of tapping the full potential of social media in raising public awareness on NHIP developments;

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

Scope of Consultancy Services

The Consultant shall primarily develop a comprehensive strategy and implementation plan for functional marketing and communication policies. Specifically -

- (a) Provide technical and operational advice on various marketing and operational concerns relative to existing and emerging company initiatives including social networking/social media policies;
- (b) Review existing projects and the relevant marketing and communication plans in place, policies and procedures, determine disparities and capability limitations compared to best practices;
- (c) Provide guidance on matters of dispute related to the interpretation of the provisions of existing marketing and communication policies, identify opportunities for improvement and keep management updated on relevance and resilience of existing communication and marketing policies and plans in place;

Dr. Eduardo P. Banzon
President and CEO

Joselito C. Herrera
Consultant

Edgar Julio S. Asuncion
SVP - Legal Sector

Dr. Alvin B. Marcelo
End-User/Chief Information Officer,
OCIO

Willie M. Bumacod
Fiscal Controller IV, DRAS

Witness for Joselito C. Herrera
Diana Jane R. Cosor

Witness for Joselito C. Herrera
SHEENA MAY C. CARIGAY

awareness of PhilHealth programs through IT marketing and communications initiatives.

The expected output/ deliverables from the Consultant are the following:

- (a) Inception report;
- (b) IT system designed for marketing initiatives such as "text blasts", "text promos" or "text advisories";
- (c) Marketing and communication plan;
- (d) Project final report;
- (e) Other specific outputs as may be agreed upon.

Term

The Consultant shall be engaged for a period of **Six (6) months** starting on 20 Sept 2012 until 20 March 2013 unless sooner terminated by any of the parties for valid grounds and upon prior written notice at least thirty (30) days from the intended termination.

Compensation

The Consultant shall be compensated in the total amount of **Two Hundred Sixty Two Thousand Five Hundred (P262,500.00) Pesos payable on a monthly basis of Forty Three Thousand Seven Hundred Fifty (P43,750.00) Pesos** inclusive of imposable taxes upon submission of a monthly report to the Vice President of Corporate Affairs Group (CAG) and Senior Vice-President & Chief Information Officer (SVP-CIO).

Program Administration

The Consultant shall directly report to the VP-CAG and SVP-CIO who shall approve notices and acceptance of deliverables, activities and other related tasks.

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. For this purpose, the Consultant shall accordingly execute and faithfully abide by the Non-Disclosure Agreement (NDA) to be issued by PhilHealth which shall form an integral part of this Agreement.

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.

Dr. Eduardo P. Banzon
President and CEO

Joselito C. Herrera
Consultant

Edgar Julio S. Asuncion
SVP- Legal Sector

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End-User/ Chief Information Officer.
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Diana Jane R. Cacer

Witness for Joselito C. Herrera

SHEENA MAY C. CHAVEZ

Amendments and Entirety of the Agreement

This document along with the identified annexes and attachments as specified in this Agreement shall constitute the entire agreement between PhilHealth and the Consultant. The specific provisions of this Consultancy Agreement shall supersede any and all prior negotiations, understanding, contracts and/or undertakings relating to the same subject matter.

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

Acceptance and Effectivity

The Parties hereby accept the terms of this Agreement and have hereunto set their hands this 20 SEP 2012 day of 2012, at ASIS CIT, Philippines.

The date of signing constitutes the effective date 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

CONSULTANT

By

By

Dr. Eduardo P. Banzon
President & Chief Executive Officer

Joselito C. Herrera
Joselito C. Herrera
Consultant

Signed in the presence of

[Signature]

[Signature]

ROF # 09-2012-729

CAP # 2012-09-15

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY) s.s

BEFORE ME this 20 SEP 2012 day of 2012 in Pasig City, Philippines personally appeared **DR. EDUARDO P. BANZON** in his capacity as President and CEO of the Philippine Health Insurance Corporation and **JOSELITO C. HERRERA**, Consultant, exhibiting to me their respective Government I.D. Nos. 10088700, issued on October 17, 2011 at Pasig City and Passport EB3258479, issued on 8/4/11 at Manila respectively, 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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RAMON CARPIO
NOTARY PUBLIC
NOTARY PUBLIC FOR PASIG CITY
APPOINTMENT NO. 63
UNTIL DECEMBER 31, 2012
NO. 2-A WEST CAPITOL DRIVE
KAPITOLAN, PASIG CITY
ROLL OF ATTORNEYS NO. 22172
IBP LIFETIME NO. 888475/PASIG
PTR NO. 7514826/01-02-12/PASIG CITY