

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, duly represented herein by its President and Chief Executive Officer, **DR. EDUARDO P. BANZON** hereinafter referred to as **PHILHEALTH**;

and

MS. RACHEL MOIRA C. CONSUNJI, of legal age, and residing at 40 Van Buren N. Greenhills, San Juan, Metro Manila 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, PhilHealth believes that a strengthened organizational capacity is a critical factor towards improved performance and should be among the important considerations in crafting performance accountability arrangements within the organization;

WHEREAS, for the above-stated purpose, PhilHealth needs to contract the services of an organizational development consultant 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 exercising moral 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:

- Create an HR plan aligned and responsive to the direction and objectives of Philhealth
- Streamline and integrate the current efforts of the different HR units towards the overall HR plan
- Develop appropriate HR performance standards including competency

Dr. Eduardo P. Banzon
President and CEO

Ms. Rachel Moira C. Consunji
Consultant

Edgar Julio S. Asuncion
SVR - Registrator

Atty. Siegfried E.G. Lapasaran
Head Executive Assistant

Christian Edward L. Nuen
Witness for Ms. Rachel Moira C. Consunji

Clementine A. Bautista, MD
Witness for Ms. Rachel Moira C. Consunji

[Handwritten signature]
Dr. Eduardo P. Banzon
President and CEO

[Handwritten signature]
Ms. Rachel Moira C. Consunji
Consultant

[Handwritten signature]
Edgar Julio S. Asuncion
SVP - Legal Sector

[Handwritten signature]
Atty. Siegfried E.G. Lapasaran
Head Executive Assistant

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 approval of Inception Report | 15% |
| Upon submission of Assessment Report, Organizational Development Plan | 25% |
| Upon submission of Organizational Chart, Staffing Plan and updated Handbook of Personnel Policies | 35% |
| 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 Chief Information Officer. The PCEO and CIO 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

[Handwritten signature]
Christon Edward L. Nuen
Witness for Ms. Rachel Moira C. Consunji

[Handwritten signature]
Clementine A. Bautista, MD
Witness for Ms. Rachel Moira C. Consunji

PHILIPPINE HEALTH INSURANCE
CORPORATION

By:

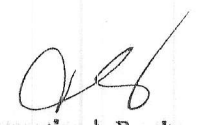


DR. EDUARDO P. BANZON
President & CEO

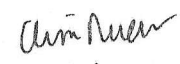


MS. RACHEL MOIRA C. CONSUNJI
Consultant


Signed in the presence of:



Clementine A. Bautista, MD
Witness for MS. Rachel Moira C. Consunji



Christian Edward L. Navarro
Witness for MS. Rachel Moira C. Consunji


ROF# 09-7012-237
CAP# 2017-09-39

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY

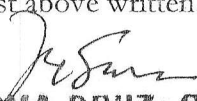
CITY) S.S

PASIG CITY

Before me this _____ day of OCT 16 2012, 2012 in _____, Philippines personally appeared **DR. EDUARDO P. BANZON** in his capacity as President and CEO of the Philippine Health Insurance Corporation and **MS. RACHEL MOIRA C. CONSUNJI**, Consultant, exhibiting to me their respective Community Tax Certificate Nos. _____, issued on _____ at _____ and _____, issued on _____ at _____, 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.


MIRMA CRUZ-SARUCA
NOTARY PUBLIC UNTIL 12-31-2012
ROLL NO. 19753
MCLE COMPLIANCE NO. III - 0001965
PTR NO. 7552905/1-10-12 PASIG CITY
IBP NO. 883302/1-10-12
PASIG CITY / RIZAL CHAPTER

Doc. No. 331
Page No. 68
Book No. 232
Series 2012