

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into between and among:

The **Civil Service Commission**, with office address at Batasan Road, Constitution Hills, Batasan Pambansa Complex, Diliman, 1126 Quezon City, herein represented by Chairperson **ALICIA dela ROSA-BALA** herein referred to as the "**CIVIL SERVICE COMMISSION (CSC)**";

and

The **Philippine Health Insurance Corporation** with office address at Citystate Centre, 709 Shaw Boulevard, Pasig City, herein represented by **President & Chief Executive Officer ALEXANDER A. PADILLA** herein referred to as the "**PHILIPPINE HEALTH INSURANCE CORPORATION (PhilHealth)**".

### WITNESSETH:

**WHEREAS**, the **Civil Service Commission (CSC)** as the central human resource institution of the government, through the **Civil Service Institute (CSI)**, provides direct training and personnel development interventions to government officials and employees in accordance with its strategic priority of developing competent and credible government workforce towards promoting / achieving integrity and excellence in the civil service;

**WHEREAS**, the **CSI** adopts innovative and alternative modes of training delivery to strengthen **CSI's** capacity in Human Resource and Organization Development;

**WHEREAS**, the **Philippine Health Insurance Corporation** requested the **CSI** to design and conduct a two-day **Training on Leadership and Team and Culture Building for their Supervisors** with a theme, "**One PhilHealth Team – Leaders for Excellence and Accountability Through Diversity and Synergy (OPT-LEADS)**" holding Salary Grade 18-22;

**WHEREAS**, the **Philippine Health Insurance Corporation** undertakes to pay the **CSC** for the above training design and delivery services;

**NOW, THEREFORE**, for and in consideration of the foregoing, the **CSC** and the **PhilHealth** agree as follows:

### ARTICLE I – RESPONSIBILITIES OF THE CIVIL SERVICE COMMISSION AND THE PHILIPPINE HEALTH INSURANCE CORPORATION

#### CIVIL SERVICE COMMISSION (CSC)

The Civil Service Commission, thru the Civil Service Institute (CSI), shall perform / provide the following:

1. Design and conduct a two-day **Training on Leadership cum Team and Culture Building** in consultation with the **Philippine Health Insurance Corporation**;
2. Provide learning aids / materials, CSI training certificate;
3. Provide Subject Matter Experts (SME) who will conduct, implement, and facilitate the **Training on Leadership cum Team and Culture Building for the Philippine Health Insurance Corporation with a theme, "One PhilHealth Team – Leaders for Excellence and Accountability Through Diversity and Synergy (OPT-LEADS)"** pursuant to the Scope of Services provided under Article II, hereof;
4. Provide technical staff to assist the Subject Matter Experts and document highlights of the event;
5. Conduct post-training evaluation on the activity;
6. Prepare Training Report on the abovementioned Training Program and;
7. Perform and complete the Scope of Services provided under ARTICLE II of this MOA with highest standards of professionalism and ethical competence and integrity.

#### PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH)

The Philippine Health Insurance Corporation shall perform / provide the following:

1. Access to agency data, job-aids, product information, and other secondary data deemed necessary for the workshop;
  2. Invite/gather participants and arrange schedule of participants for the program;
  3. Provide training coordinator and logistical requirements such as event venue, meals, backdrop/tarpaulin, easel board, equipment and other logistical requirements needed during the training proper;
  4. Ensure the presence of safety officer or medical team during the two-day training proper;
  5. Provide CSI a final list and profile of participants at least five (5) working days prior to the event;
  6. Provide transportation, accommodation and meals for the CSI staff, Subject Matter Experts (SMEs)/facilitators and assistants from Day 0 to Day 2 of the event;
  7. Pay the CSI for all the services rendered as stipulated in Article II hereof in the total amount of **ONE MILLION PESOS (Php1,000,000.00)** for the **Training on Leadership cum Team and Culture Building for the Philippine Health Insurance Corporation with a theme, "One PhilHealth Team – Leaders for Excellence and Accountability Through Diversity and Synergy (OPT-LEADS)"** to be paid in accordance with ARTICLE III of this Agreement; and
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8. Ensure 100% attendance of participants for the conduct of the training.



## ARTICLE II - SCOPE OF SERVICES

A. The Civil Service Institute (CSI) shall design and conduct the workshop and deliver the services and materials herein provided:

1. Design and conduct the Training on Leadership cum Team and Culture Building for the Philippine Health Insurance Corporation with a theme, "One PhilHealth Team – Leaders for Excellence and Accountability Through Diversity and Synergy (OPT-LEADS)" in consultation / coordination with the PhilHealth.

(1.1) Craft the Training Activity Plan (Training Design)

(a) Present Activities chronologically complete with logistics

(b) Assign facilitator for the topics

(1.2) Research, develop and reproduce learning aids and other program materials, including but not limited to:

(a) Case studies for analysis, role playing, and simulation

(b) Evaluation instruments

(1.3) Present the Course Description to PhilHealth for comment before finalization.

2. Conduct the two-day training program

(2.1) Coordinate with Facilitator/s

(a) Assign topics

(b) Provide schedule of facilitation

(2.2) Conduct, implement, and facilitate the training program

(2.3) Provide learning aids and other workshop materials

(2.4) Document, prepare, and provide PhilHealth with the Terminal Report and Evaluation Results.

B. **Performance Standards.** The CSC shall perform and complete the scope of services contemplated under this MOA with the highest standards of professionalism and ethical competence and integrity.

## ARTICLE III – PAYMENT

1. **Payment to CSC.** PhilHealth shall effect payment to the CSC the total amount of **One Million Pesos (Php 1,000,000.00)** for the conduct of the training program based on the following Schedule of Payment:

Milestone Activity	Equivalent Amount	Documentation Requirement
After conduct of the two-day training on Leadership cum Team and Culture building	P1,000,000.00	Training Report Billing Statement

2. **Conditions for Payment.** Upon achievement of the above specified milestone activity, the Philippine Health Insurance Corporation (PhilHealth) shall pay the corresponding amount due on the total contract price not later than Ten (10) days following the submission of documentation requirements. Check payments shall be made payable to the Civil Service Commission;
3. The Philippine Health Insurance Corporation shall still pay the total contract price regardless of whether or not the targeted total number of participants is reached.

#### ARTICLE IV – GENERAL PROVISIONS

**Confidentiality.** The Civil Service Institute (CSI) shall not, during the term of this MOA and within two (2) years after its expiration, disclose any proprietary or confidential information relating to the Services, this MOA or the CSC's business or operations without prior written consent of the PhilHealth.

**Ownership of Material.** All documents and materials released by the PhilHealth to the CSI for the purpose of undertaking the services contemplated under this MOA shall be returned to the PhilHealth upon expiration of this MOA.

Any outputs or reports prepared by the CSI and submitted to the PhilHealth under this MOA shall belong to and remain the property of the PhilHealth.

**Law of Governing Contract and Language.** This MOA shall be governed by Philippine laws, and the language of this MOA shall be in English.

**No Gift Policy.** No PhilHealth Personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at any time, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

**Dispute Resolution and Venue of Action.** Both parties shall exert their best effort to amicably settle any dispute arising out of this Agreement. In case of disagreement, any issue arising out of this Agreement shall be referred for arbitration / adjudication to the appropriate Court within Quezon City.

**Amendments.** Any amendment to this MOA shall be mutually agreed upon by both parties and shall be contained in a written instrument signed by the authorized representatives of CSC and PhilHealth. Said instrument shall constitute an integral part of this Agreement.

**Termination.** This agreement shall provide the right of the party not at fault to terminate the agreement in case of failure of the other party to perform its obligation under the terms and conditions or fails to proceed expeditiously and without delay despite a written notice. Once the schedule has been set, any delay in the performance of the obligations under this agreement, without justifiable cause, entitles the aggrieved party to hold the adverse party to pay damages on the cost of the unperformed portion of the obligation for every day of delay.

**Separability Clause.** If, for any reason or reasons, any part or provision of this Agreement shall be held invalid and declared null and void, other parts or provisions hereof which are not affected thereby shall continue to be in full force and effect.




**Notices.** Any and all notices required to be delivered by one party to another under or in connection with this MOA shall be deemed sufficiently given if actually received or if sent by registered mail, return receipt requested, to the attention of the individual signing this MOA or the party to which the notice is directed, at the address indicated below:


**Effectivity Clause.** This agreement shall be effective upon the signing by the parties and shall be in force and effect for the entire duration of the project, unless sooner terminated by any of the parties, after at least thirty (30) days prior notice.

**IN WITNESS WHEREOF**, both parties have hereunto set their hands on the \_\_\_\_\_ day of  
of ~~NOV 11 2015~~ 2015 at the Civil Service Commission, Diliman, Quezon City, Philippines.

For the Civil Service Commission

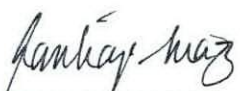
  
**ALICIA dela ROSA-BALA**  
Chairperson

For the Philippine Health Insurance Corporation

  
**ALEXANDER A. PADILLA**  
President & Chief Executive Officer

**WITNESSES:**

  
**ARTHUR LUIS P. FLORENTIN**  
Executive Director IV  
Civil Service Institute

  
**LEILA S. TUAZON**  
Head Executive Assistant  
Office of the President and CEO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) S.S.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_ 2015, in \_\_\_\_\_ personally appeared to me Chairman ALICIA dela ROSA-BALA, with CSC ID # \_\_\_\_\_, representing the CIVIL SERVICE COMMISSION (CSC) and President & Chief Executive Officer ALEXANDER A. PADILLA, with Government ID # \_\_\_\_\_, representing the PHILIPPINE HEALTH INSURANCE CORPORATION both known to me to be the same persons who executed the foregoing agreement, and they both acknowledge to me that the same is their free act and deed.

This instrument consisting of 6 pages including this page in which the acknowledgement is written, has been signed on the left margin of each and every page thereof by the party and their witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

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*B. J. Alfonso*  
BENJAMIN F. ALFONSO  
NOTARY PUBLIC  
UNTIL DECEMBER 31 2016  
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