

CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The **PHILIPPINE HEALTH INSURANCE CORPORATION (PhilHealth)**, a government-owned and controlled corporation created and existing by virtue of R.A. 7875 as amended by R.A. 9241 and R.A. 10606, with office address at No. 709 Shaw Blvd., Citystate Center Bldg., Oranbo, Pasig City and duly represented by its President and CEO, **ALEXANDER A. PADILLA**;

- and -

MR. JEKELL G. SALOSAGCOL, of legal age, with business address at 3rd flr C. Villaroman Bldg., 873 P. Campa St., Sampaloc St., Manila, hereinafter referred to as **Mr. Salosagcol**.

WITNESSETH

WHEREAS, the Senior Vice President for Fund Management Sector approved the hiring of consultancy services of **Mr. Salosagcol** as consultant for Comptrollership Department, for the enhancement of the Financial Statements presentation by applying the Philippine Financial Reporting Standards (**PFRS**)/ Philippine Accounting Standards (**PAS**) for two (2) months.

WHEREAS, the Bids and Awards Committee for Consultancy Services recommends the hiring of **Mr. Salosagcol** as **PFRS** Consultant for Comptrollership Department per Resolution No. 15-2015;

WHEREAS, the consultancy service of **Mr. Salosagcol** will be for the period of **December 2015- January 2016** in recognition for his expertise and knowledge in Philippine Financial Reporting Standards.

WHEREAS, the engagement of a consultant would: (1) Help in the development of the Enterprise Resource Management Information System (**ERMIS**) in reporting and recording financial transactions; (2) Enhance the Financial Statement presentation by applying the **PFRS/PAS** that will provide the true picture of the Corporate's financial position.

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

1. That PhilHealth hereby contracts the services of **Mr. Salosagcol** for the compliance to the Philippine Financial Reporting Standards for the period December 2015- January 2016
2. That for the services rendered, **Mr. Salosagcol** shall receive a remuneration of Sixty Thousand Pesos (P60,000.00) per month, gross of tax, which shall be released within fifteen (15) days after his submission of certificate of services rendered and accomplishment report.
3. That, **Mr. Salosagcol** shall facilitate and deliver the following:

A. Project Implementation Plan on the attainment of deliverables.

- B. Proposed guidelines on the improvement of the Financial Recording/Reporting
- C. PhilHealth's Financial Statement which is PFRS & PAS compliant.
- D. Capability building of Fund Management Sector staff in relation to the preparation of Financial Statement in accordance with PFRS & PAS.

- 4. That **Mr. Salosagcol** shall submit a monthly accomplishment report and/or, at any time, as may be required by the Senior Manager for Comptrollership Department or by the Senior Vice President for Fund Management Sector (SVP-FMS), a written report on the status or progress of the work assigned to him during the term of this contract;
- 5. That **Mr. Salosagcol** shall submit and comply with the pertinent performance security, as prescribed under Section 39.2 of R.A. 9184, to wit:

The performance security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Goods and Consulting Services– Five percent (5%) Infrastructure Projects – Ten percent (10%)
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
d. Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 6. That **Mr. Salosagcol** 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 government service by reason of an administrative offense;
- 7. That **Mr. Salosagcol** undertakes to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which provides that 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 anytime, 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.



ALEXANDER A. PADILLA
President and CEO



GREGORIO C. RULLODA
Senior Vice President
Fund Management Services



WILLIE M. BUMACOD
Fiscal Controller IV
Comptrollership Department



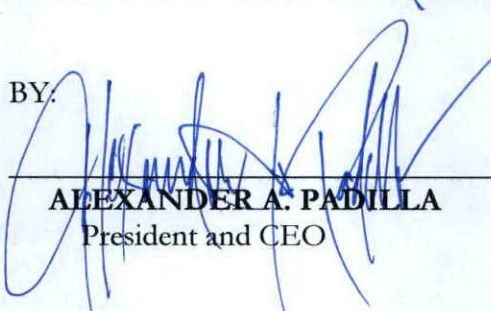
JEKELL G. SALOSAGCOL
CPA, PFRS Consultant

8. That, 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;
9. That it is understood that this contract does not create an employer-employee relationship between the consultant and PhilHealth, that the services rendered hereunder are not considered and will not be accredited as government services and that the consultant is not entitled to benefits enjoyed by the regular personnel of PhilHealth.
10. The consultant shall not disclose any propriety or confidential information relating to PhilHealth or to this agreement without prior written consent from the latter.
11. This document constitutes the entire agreement between PhilHealth and **Mr. Salosagcol**, the provisions of which supersede any and all prior negotiations, understanding, or contracts relating to the same subject matter.
12. Any revision or amendment of this Agreement shall require the written consent of all the parties.

IN WITNESS HEREOF, the parties have hereunto set their hands this _____ day of _____, 2015.

PHILIPPINE HEALTH INSURANCE CORPORATION

BY:



ALEXANDER A. PADILLA
 President and CEO



JEKELL G. SALOSAGCOL
 Contractor

Signed in the presence of:



GREGORIO C. RULLODA
 OIC - Senior Vice President
 Fund Management Sector



WILLIE M. BUMACOD
 Fiscal Controller IV
 Comptrollership Department

POP # 09-2015-424
 APP # 2015-09-83 *Revised*

ACKNOWLEDGMENT

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

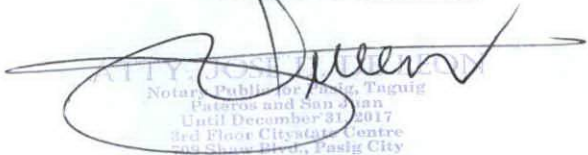
Before me this _____ day of FEB 10 2016, 2015 in _____, Philippines personally appeared **ALEXANDER A. PADILLA**, in his capacity as President and CEO of the Philippine Health Insurance Corporation and **JEKELL G. SALOSAGCOL**, exhibiting to me their respective Community Tax Certificate Nos. _____, issued on _____ at _____ and, issued on at _____, known unto me to be the same persons who executed the foregoing Consultancy Agreement 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 hereof.

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

NOTARY PUBLIC

Until _____
PTR No. _____
IBP No. _____
ROLL No. _____


Notary Public for Pasig, Taguig
Pateros and San Juan
Until December 31, 2017
3rd Floor Citygate Centre
709 Street Pasig, Pasig City
Roll No. 62337
IBP No. 1016773 6 Jan 2016 Rizal
PTR No. 262586 6 Jan 2016 Mandaluyong

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