

CONTRACT FOR CONSULTANCY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract for Consultancy Services 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 R.A. 7875, as amended by R.A. 9241 and R.A. 10606, with principal office at 709 Citystate Centre, Shaw Blvd., Brgy. Oranbo, Pasig City, herein duly represented by the President and Chief Executive Officer (PCEO), **ATTY. DANTE A. GIERRAN, CPA**, hereinafter referred to as **"PHILHEALTH"**

-and -

RICARDO C. SAMANIEGO, of legal age, Filipino, married and a resident of Unit 2E 9023 EJSO Building, Aranga St. San Antonio Village, Makati City, hereinafter referred to as the **"CONSULTANT"**.

WITNESSETH That:

WHEREAS, Section 16 (n), Article IV, of R.A. 7875, as amended by Section 16 of R.A. 10606 provides that the Corporation shall have the power to "organize its office, fix the compensation and appoint personnel as may be deemed necessary and upon the recommendation of the President of the Corporation" which includes the power to hire non-regular personnel in pursuit of the goals and objectives of the National Health Insurance Program (NHIP);

WHEREAS, PhilHealth, through its new leadership is mandated to reform its processes and system in line with the directives of President Rodrigo Roa Duterte;

WHEREAS, it is imperative that PhilHealth shall strategize in making its services known and expanding its coverage through the passage of Universal Health Care (UHC) Act;

WHEREAS, PhilHealth needs to improve its ability to convey its vision and products with the public and legislators;

WHEREAS, PhilHealth needs to adequately articulate to the legislators its corporate strategies and requirements in order to petition for adequate funding in the national budget and influence the legislative process towards public interest to secure financial risk protection for all citizens, and engender trust among its stakeholders;

WHEREAS, PhilHealth requires an experienced consultant with expertise in the legislative process who can assist the PCEO during hearings in the House of Representatives and the Senate and provide advice on related concerns and ensure that company goals and objectives are achieved;

WHEREAS, PhilHealth thru its Bids and Awards Committee (BAC) – A Resolution No. 07, s-2021 acquired a consultant who will assist and guide the Corporation in the UHC policies and legislative functions.

WHEREAS, the services of a primarily confidential or policy determining consultant must be procured in a manner consistent with Section 53.7 of the Implementing Rules and Regulations of

ATTY. DANTE A. GIERRAN, CPA
President and CEO

RICARDO C. SAMANIEGO
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R.A. No. 9184, also known as the Government Procurement Reform Act, and the relevant issuances of the Government Procurement Policy Board;

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

1. Scope of Work

The Consultant shall assist and guide the Corporation on all legislative matters concerning the UHC Act.

Responsibilities of the Consultant

- a. The Consultant shall directly report to the PCEO in the performance of his tasks for the duration of the engagement. For this purpose, he shall endeavor to make himself available during meetings and/or any other related activity in compliance with the instruction of the PCEO.
- b. The Consultant shall collaborate with the Head Executive Assistant and Executive Vice President and Chief Operating Officer on matters concerning UHC policies and legislative concerns for the entire duration of the engagement.
- c. The Consultant shall submit a monthly accomplishment report or a written report on the status/progress of the work assigned to him during the term of this contract as may be required by the PCEO. Likewise, all of the Consultant's deliverables will be verified by and approved by the PCEO. Any revisions or changes should be submitted fifteen (15) days after it had been returned or discussed by PCEO.
- d. The Consultant must comply with all the requirements and deliverables provided in this Contract.

2. Responsibilities of PhilHealth

- a. PhilHealth shall provide the requisite documents, data and/or information necessary for the Consultant to perform his tasks.
- b. PhilHealth, subject to approval by the PCEO, shall participate in all interviews, trainings, documentations, and other related activities that may be facilitated or conducted by the Consultant within the duration of the engagement.
- c. PhilHealth, through the offices of the President and Chief Executive Officer (OPCEO) and the Executive Vice President and Chief Operating Officer shall work closely and coordinate with the Consultant in the performance of his tasks.
- d. PhilHealth shall provide or facilitate the venue, meals, and/or any other logistical support relative to any key activity or event organized by the Consultant provided that the activity or event has prior approval of the PCEO.
- e. Should the Consultant be required to travel outside Metro Manila for the purpose of completing/executing his deliverables and which travel is subject to approval by the PCEO, accommodation, airfare or the cost for land or sea travel will be borne by


 DANTÉ A. GUERRERO, CPA
 President and CEO


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PhilHealth based on the most economical rates, and on allowable rates prescribed by existing appropriate corporate issuances and government accounting rules. Expenses actually and reasonably incurred for this purpose may be reimbursed, provided the request to travel has prior approval of the PCEO, and subject to the submission of original copies of receipts, invoices, vouchers, and other appropriate supporting materials of the amounts payable.

3. Term of Engagement

The engagement shall be for a period of **six (6) months** commencing from **December 1, 2021 to June 1, 2022**, subject to renewal, but in no case shall exceed the term of the sitting PhilHealth PCEO. This Contract may be terminated with or without cause at the instance of any party upon service of a written notice of termination at least fifteen (15) days prior to the intended date of termination.

4. Remuneration

Subject to the requirements enumerated in the paragraph below, the Consultant shall be paid a fee in the amount of **Php80,000.00 per month**, net of the applicable percentage tax.

The Consultant shall be paid every fifth day of the month. To facilitate payment for services rendered, the Consultant shall submit the following documents to the OPCEO at the end of each month:

- a. Statement of Account, and
- b. Accomplishment Report

The OPCEO shall issue a Certification of Services Rendered by the Consultant as payment support document.

In cases of local travels where the Consultant's presence is highly needed to assist the President and CEO, the travel arrangements shall be covered by a Corporate Personnel Order (CPO).

It is understood that the remuneration of the Consultant as stated under this provision shall constitute the Consultant's sole remuneration in connection with this contract. The Consultant shall not accept, for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of his obligations hereunder.

Payment actually, directly, and necessarily made by the Consultant for the purpose of undertaking or completing his deliverables may be reimbursed subject to auditing and accounting rules and regulations. Likewise, this is subject to the submission of original copies or receipts, invoices, vouchers, and other appropriate supporting materials of the amounts payable.

5. Deliverables

The deliverables of the Consultant are the following:

ATTY. DANTE A. TIERRAN, CPA
President and CEO

RICARDO C. SAMANILGO
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- a) Advise the President and CEO on legislative matters requiring the conduct of due diligence, covering technical, financial, and other related concerns.
- b) Ensure the timely preparation and submission of position papers and data or information required by the Senate and House of Representatives.
- c) With prior approval from PCEO, conduct consultation with appropriate government offices/departments as well as the private sector.
- d) As directed by the President and CEO, attend consultation meetings and ensure that the President and CEO is well-represented in such meetings;
- e) Coordinate legislative and policy-related activities between the Corporation and the Senate and Congress of the Philippines;
- f) Keep the President and CEO abreast of UHC related concerns raised in all forms of media; and
- g) Perform such other functions that may be assigned by the President and CEO.

The deliverables of the Consultant listed above are considered included in the compensation indicated under **"Section 4. Remuneration"** of this Contract.

6. 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.

7. Force Majeure/Fortuitous Events

For purposes of this agreement, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, it is to be interpreted to mean an event, happening or circumstance which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavourable weather conditions; and any other cause, the effects of which could have been avoided with the exercise of due diligence on the part of the Consultant.

The failure of the Consultant to fulfil any of its obligations shall not be considered to be a breach under this agreement insofar as such inability arises from an event of *force majeure*, provided that the Consultant has taken all reasonable precautions, due care, and reasonable alternative measures, with the objective of carrying out the terms and conditions of this Contract immediately or within a reasonable time.

The Consultant shall notify PhilHealth of such event not later than fifteen (15) days following its occurrence, providing evidence of the nature and cause of such. The period for the completion of the delayed task shall be equal to the time during which the Consultant was unable to perform such actions as a direct and proximate result of the *force majeure*.

Should it become impractical or impossible to perform a material portion of the services as the direct and proximate result of an event of *force majeure*, the Consultant and

ATTY. DANTIA A. GIERRAN, CPA
President and CEO

RICARDO C. SAMANIEGO
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PhilHealth shall consult with each other with a view to agreeing on appropriate measures considering the circumstance.

8. Termination

Either party may terminate this Agreement at any time through written notice to the other party at least fifteen (15) days before the intended date of termination.

Should PhilHealth initiate the pre-termination of the Contract, the Consultant shall be entitled to receive compensation, in proportion to all services performed hereunder for all work performed prior to the date of termination, in accordance with "Section 5. Deliverables".

Payment of such compensation is the sole and exclusive remedy of the Consultant for pre-termination of this Contract by PhilHealth. The Consultant shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

9. Terms of Reference

The Terms of Reference (TOR) entitled "Consultant for the Office of the President and CEO on the Implementation of the Universal Health Care (UHC) shall form part of this Contract as Annex "A".

10. Confidentiality

The parties and any or all of their staff or representatives who will be involved in this project shall be required to sign a mutual **Non-Disclosure Agreement (NDA)** and maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the end of the Contract. The Consultant shall not disclose any proprietary or confidential information relating to PhilHealth or to this agreement without prior written consent from the Corporation.

11. Damages and Related Actions

The unauthorized disclosure of any information to any third party or any unauthorized PhilHealth employee would render the Consultant liable for liquidated damages in the amount of One Million Pesos (Php1,000,000.00) notwithstanding separate and relevant damages that may arise from suit.

PhilHealth reserves the right to file the necessary administrative, civil and criminal actions to protect its interests should there be a breach of confidentiality occurring on the part of the Consultant.

12. 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 Contract. 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.

ATTY. DANTE A. GERRAN, CPA
President and CEO

RICARDO C. S. MANIEGO
Consultant

13. No Employer-Employee Relationship

This Contract shall not create an employer-employee relationship between the Consultant and PhilHealth nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government.

14. PhilHealth's No Gift Policy

The Contracting parties shall comply with Office Order No. 0018-2015 entitled "*Reiteration of PhilHealth No Gift Policy (Revision 1)*" which is deemed incorporated into this Contract. 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 or directors or employees, or create the appearance of a conflict of interest.

15. Amendments

This document constitutes the entire agreement between 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.

16. Arbitration and Venue of Actions

Any dispute arising out of or in connection with this Contract, and all other instruments related therewith, shall be settled through arbitration pursuant to the relevant provisions of Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004. In case of court action necessary to promote arbitration, the parties hereby consent and agree that the venue shall be in the proper courts of Pasig City to the exclusion of all other courts.

17. Governing Law

The validity, construction, and performance of this Contract shall be governed and construed in accordance with the laws of the Philippines applicable to contracts made and to be wholly performed within the said jurisdiction.

Relevant issues of the Government Procurement Policy Board, such as applicable Philippine Bidding Documents and General Conditions of the Contract, shall be deemed incorporated in this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands upon the provisions, conditions and stipulations of the Contract this ____ day of _____, 2021 in _____, Philippines.

ATTY. DANTE A. GERRAN, CPA
President and CEO

RICARDO C. RAMANUELO
Consultant

ATTY. DANTE A. GIERRAN, CPA
President and CEO

RICARDO C. SAMANIEGO
Consultant

Signed in the presence of:

ATTY. FRANCIS JAY E. REMIGIO
Head Executive Assistant
Office of the President and CEO

ALMA P. MOTA CANS
Witness

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the (Province/City/Municipality) of **PASIG CITY**, personally appeared the following persons, with their respective competent evidence of identity as follows:

	Proof of Identity	Issued on	Issued at
ATTY. DANTE A. GIERRAN			
RICARDO C. SAMANIEGO	<u>PWR. DRIVERS LICENSE</u> <u>N-15-79-040724</u>	<u>01-22-2019</u>	<u>PATR. LTD</u> <u>CNGT MEX. Q. C.</u>

all known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only seven (7) page/s, including the page whereon this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL **DEC 28 2021** **PASIG CITY**, Philippines.

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GAUDENCIO A. BARBOZA, JR.
Notary Public - PUBLIC
Cities of Pasig, San Juan and
in the Municipality of Pateros, Metro Manila
Until December 31, 2022
PTR No A-5067681 /01/04/2021 Taguig City
ISF No 131041/10/22/2020-For Year 2021/ RSN
Roll No. 41969
MCLE Comp. VI-0021812 / March 28, 2019
No. 11, Unit J Freemont Arcade Bldg.
Shaw Blvd. Brgy. San Antonio, Pasig City
Appointment No. 38 (2021-2022)