



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

June 20, 2023

Dr. VERA LIZA F. ACOT
Consultant

Subject: NOTICE TO PROCEED

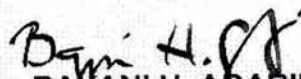
Dear Dr. Acot:

In view of the award of the Contract for the re-engagement of Services of Medical Consultant in the Department of Finance ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from July 1, 2023 to December 31, 2023.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary

CONFORME:


VERA LIZA F. ACOT

Date: 6/23/2023

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF
MEDICAL CONSULTANT IN THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

23 JUN 2023

This CONTRACT entered into this _____ day of _____ 2023 in the City of Manila, Philippines, by and between:

The **DEPARTMENT OF FINANCE**, a government agency of the Republic of the Philippines with principal office at the 6th Floor, DOF Building, Roxas Boulevard, Manila, herein represented by **Undersecretary BAYANI H. AGABIN**, hereinafter referred to as the "**DEPARTMENT**";

-and-

Dr. VERA LIZA F. ACOT, of legal age, Filipino, and a resident of _____ hereinafter referred to as the "**CONSULTANT**".

The Department and the Consultant shall be collectively referred herein as the **PARTIES**."

WITNESSETH That:

WHEREAS, the DEPARTMENT, being a prime National Agency, relies on a talented and valued workforce. As such, it needs to promote and support the health and well-being of its employees;

WHEREAS, by engaging the services of a Medical Consultant, attention to basic health requirements and the physical and mental conditions of personnel can be given prompt attention. In addition, a medical consultant with adequate training, background and experience in Occupational Medicine can help ensure that employees are able to work in a safe and healthy workplace;

WHEREAS, the DEPARTMENT needs to re-engage the services of Medical Consultant;

WHEREAS, as provided under Section 53.7 of the 2016 Revised Implementing Rules and Regulations (2016 Revised-IRR) of Republic Act (RA) No. 9184, negotiated procurement is allowed in the case of individual consultants hired to do work that is: (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant; Provided, That the term of the individual consultants shall, at the most, be on a six month basis renewable at the option of the appointing Head of the Procuring Entity (HoPE), but in no case shall exceed the term of the latter;

WHEREAS, the re-engagement of the services of Dr. Vera Liza F. Acot is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 020-2023 dated June 1, 2023, it was resolved to recommend the re-engagement of the consulting services of Dr. Vera Liza F. Acot through negotiated procurement because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall re-engage the services of the CONSULTANT for the provision of the Services for the period of July 1, 2023 to December 31, 2023;

WHEREAS, the CONSULTANT is willing to provide the services and technical assistance to the DEPARTMENT;

WHEREAS, the DEPARTMENT has issued Obligation Request and Status No. 011011012023-06-001182 dated June 16, 2023 certifying that adequate funds have been duly appropriated for this procurement in accordance with existing accounting and auditing rules and regulations;

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereto have agreed as follows:

1. **SCOPE OF SERVICES**

The CONSULTANT shall have the following duties and functions:

1. Organize, administer and maintain an occupational health service program;
2. Conserve the health of employees through consultations, physical examinations (pre-employment, annual, periodic), advisories and health education;
3. Exercise supervision with quick medical response over all cases of contagious and communicable disease (such as the Covid-19 Disease) and directs prompt attention and disposition of all such cases as applicable to worksite management;
4. Initiate a program for immunization of all employees and during periods of declared epidemics;
5. Attend to emergency cases in the DOF premises and report to the Medical and Dental Clinic every Monday, Wednesday and Thursday for a total of 18 hours a week (regular work arrangements) or as arranged;
6. Provide direction and clinical guidance to the DOF's Health and Wellness activities in coordination with the appropriate divisions and support the promotion of a healthy lifestyle for DOF personnel;
7. Assist in the development of Guidelines for Occupational Safety and Health Standards in DOF in compliance with Civil Service Commission Joint Memorandum Circular No. 1, s. 2020 (Occupational Safety and Health Standards for the Public Sector);
8. Utilize administrative procedures to effectively manage Clinic operations, activities and tasks to include approval and submission of appropriate reports;
9. Ensure provision of quality hands-on clinical care for DOF officials and employees through technical supervision of Clinic staff following established medical hierarchy;
10. Render advice and support to processes and programs of the DOF such as those on Bond Procedure, Mental Health, Drug Abuse Monitoring and Elderly Support;
11. Monitor the work environment for health hazards through periodic inspection of the workplace in coordination with the DOF Safety Officer; and
12. Maintain the highest degree of professionalism. This includes responsibility for maintaining current medical licensure by complying with all professional standards and legal requirements..

2. CONSULTANCY FEE

For and in consideration of the Services rendered by the CONSULTANT, the DEPARTMENT hereby agrees to pay the former a monthly fee of SEVENTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE PESOS (P78,455.00) for six (6) months or an aggregate amount of FOUR HUNDRED SEVENTY THOUSAND SEVEN HUNDRED THIRTY PESOS (P470,730.00), subject to withholding tax and any and all taxes payable to the government. All payments made under this CONTRACT shall be subject to applicable government accounting and auditing rules and regulations. The CONSULTANT shall not be entitled to fringe benefits, representation and transportation allowance, and other allowances and incentives given to DEPARTMENT employees.

3. CONFLICT OF INTEREST

The CONSULTANT commits to provide technical, objective and impartial services to the DEPARTMENT and at all times uphold its paramount interests without consideration for future work assignments that may place the CONSULTANT in a position of not being able to carry out the assignments in the best interest of the DEPARTMENT.

4. CONFIDENTIALITY CLAUSE/NON-DISCLOSURE

Except with the prior written consent of the DEPARTMENT, the CONSULTANT shall not at any time communicate to any person or entity any confidential information acquired in the course of the performance of the Services, nor shall the CONSULTANT make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "Confidential Information" means any information or knowledge acquired by the CONSULTANT arising out of, or in connection with, the performance of the Services under this CONTRACT that is not otherwise available to the public.

5. NO EMPLOYER – EMPLOYEE RELATIONSHIP

It is expressly understood and agreed that the CONSULTANT assigned to the DEPARTMENT is not an employee of the DEPARTMENT. It is further understood and agreed that any personal injury, death or damage sustained by the CONSULTANT during the performance of her duties or while within premises of the DEPARTMENT attributable to the acts, omissions, or fault of the DEPARTMENT shall be the liability of the official, employee or agent concerned.

6. CONSULTANT'S LIABILITY

The CONSULTANT shall indemnify the DEPARTMENT for any and all damages that the DEPARTMENT may incur due to the fault, negligence, error or omission of the CONSULTANT, without prejudice to other legal remedies available to the DEPARTMENT.

7. EFFECTIVITY DATE AND DURATION OF CONTRACT

This CONTRACT shall be in force for the period July 1, 2023 to December 31, 2023.

8. AMENDMENT AND MODIFICATION

No addendum or amendment to this CONTRACT shall be valid and binding between the PARTIES, unless it is in writing and signed by the PARTIES or their authorized representatives.

9. VENUE

In case of any litigation arising from this CONTRACT, the PARTIES agree that the competent courts of Manila shall be the exclusive venue, to the exclusion of all other courts or tribunals.

10. TERMINATION OF CONTRACT

Either the DEPARTMENT or the CONSULTANT may terminate this CONTRACT no less than thirty (30) days upon service of prior written notice to the other party.

11. SEPARABILITY

If any one or more of the provisions contained in this CONTRACT or any documents executed in connections herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

12. DATA PRIVACY COMPLIANCE

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the DEPARTMENT and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this CONTRACT.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

13. CONSENT TO THE PROCESSING OF PERSONAL INFORMATION

As part of the data privacy compliance, the CONSULTANT hereby grants her consent to the DEPARTMENT's processing of her personal information collected under this CONTRACT, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this CONTRACT.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of 23 JUN 2023 2023 at Manila, Philippines.

CONSULTANT

DEPARTMENT OF FINANCE

By:

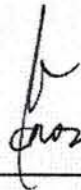
By:


VERA LIZA F. ACOT
Consultant


BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF


Pedruz Jose S. Gamas, PN


RAV. Cruz, RMD

ACKNOWLEDGMENT

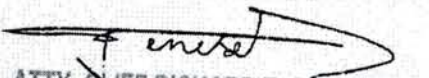
Republic of the Philippines)
City of Manila)s.s

23 JUN 2023

BEFORE ME this _____ day of _____ at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN 172 571 050 and his government issued ID _____ issued on _____ at _____ in his capacity as the authorized signatory of the DEPARTMENT OF FINANCE and Dr. Vera Liza F. Acot with TIN _____ and her government issued ID _____ issued on _____ at _____, both known to me to be the same persons who executed the foregoing contract, consisting of five (5) pages including this page, and who acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the government entity which they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

NOTARY PUBLIC


ATTY. CLIFF RICHARD E. GENESELA
Notary Public for City of Manila
Notarial Commission No. 2020-103 Issued on 21/7/23 Until Dec. 31, 2024 Manila
BFP No. 166317 Issued Oct. 25, 2021 Until Dec. 31, 2023 Pasig City Roll No. 45996
PTR No. 0880650 Issued on Jan. 10, 2023 Until Dec. 31, 2023 Manila
MCLE No. VII-0022539 Issued on July 15, 2022 Until April 14, 2025
Office Add: Mezzanin San Luis Bldg., 1006 Crosa St., Ermita, Manila

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