 <p>DR. PABLO O. TORRE MEMORIAL HOSPITAL</p> <p>B.S. Aquino Drive, Bacolod City, Negros Occidental, 6100</p>	Document Code:	DPOTMH-D-P05
	Effective Date:	05-31-2022
	Document Type:	Policy
	Page Number:	1 of 8
	Department/Section:	Human Resources Division
	Document Title:	<b>APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS</b>

### **PURPOSE:**

The purpose of this policy is to create equal opportunities for all qualified Medical Consultants in the appointment to any vacant position or for replacement of future hospital administrative positions.


### **LEVEL:**

This policy covers all Medical Consultants of the Riverside Medical Center, Inc., Una Konsulta, and Metro RMCI Cancer Care Center

### **POLICY:**

1. DPOTMH-RMCI recognizes the role of Medical Consultants in the attainment of overall business objectives. As such, hospital administrative positions requiring the competencies, expertise, skills and credentials of licensed physicians shall be offered to all active consultants of the RMCI.
2. DPOTMH-RMCI has the right to select and appoint qualified Medical Consultant(s) to any vacant hospital administrative position.
3. Selected Medical Consultant for vacant administrative position shall submit a comprehensive resume for review and approval by the Executive Committee and filing/documentation by the HR Recruitment and Manpower Planning Section.
4. Appointed Medical Consultant for an Administrative Position shall signify acceptance by signing the Memorandum of Agreement (MOA) with duties and responsibilities of the position offered. (*See Annex A for the MOA*)



 <p>DR. PABLO O. TORRE MEMORIAL HOSPITAL</p> <p>B.S. Aquino Drive, Bacolod City, Negros Occidental, 6100</p>	Document Code:	DPOTMH-D-P05
	Effective Date:	05-31-2022
	Document Type:	Policy
	Page Number:	2 of 8
	Department/Section:	Human Resources Division
	Document Title:	<b>APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS</b>

5. Should the Medical Consultant shall not accept the appointment, he/she should write a letter to the DPOTMH-RMCI management in lieu of non-acceptance.


#### 6. QUALIFICATIONS:

- 6.1. Candidates for the administrative position shall meet the qualifications set to a specific vacant or replacement position. The Medical Consultant shall possess expertise that is exceedingly needed for the position.
- 6.2. They shall comply the following requirements and submit to HRD:
  - a) comprehensive resume
  - b) personal data sheet
  - c) shall sign other compulsory requirements from HRD
  - d) compliance to mandatory good governance documentation

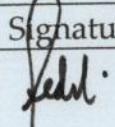
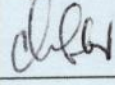

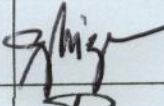
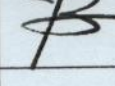
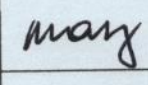
#### 7. CONDITIONS:

- 7.1. Terms and conditions of employment shall apply based on current compensation and benefits package and on the position for which the Medical Consultant was hired for an admin position.




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	Effective Date:	05-31-2022
	Document Type:	Policy
	Page Number:	3 of 8
	Department/Section:	Human Resources Division
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**APPROVAL:**

	Name/Title	Signature	Date
Prepared by:	<b>RODERICK S. PEDRAL</b> HR Operations Manager		06/28/2022
Verified:	<b>CHRISTINE ALEJANDRO</b> Manpower Planning and Talent Acquisition Supervisor		6/28/2022
Reviewed:	<b>DENNIS C. ESCALONA, MN, FPCHA, FPSQua</b> Quality Assurance Supervisor		6/28/2022
Recommending Approval:	<b>NANCY P. HIZON, MS Psych, FPCHA</b> Human Resources Division Officer		6/28/2022
	<b>FREDERIC IVAN L. TING, MD</b> OIC-Total Quality Division		6/30/22
	<b>MA. ANTONIA S. GENSOLI, MD, FPPS, FPCHA</b> Vice President-Chief Medical Officer		7.7.22
	<b>SOCORRO VICTORIA L. DE LEON, CPA, MBA, PhD, FPCHA</b> Vice President- Chief Operating Officer		
Approved:	<b>GENESIS GOLDI D. GOLINGAN</b> President and CEO		



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	Effective Date:	05-31-2022
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	Page Number:	4 of 8
	Department/Section:	Human Resources Division
	Document Title:	<b>APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS</b>

## ANNEX A:

### CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

*This Consultancy Agreement entered into by and between:*

**RIVERSIDE MEDICAL CENTER, INC.**, (Owner and operator of the Dr. Pablo O. Torre Memorial Hospital) a corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at B. S. Aquino Drive, Bacolod City, represented herein by its President & Chief Executive Officer, **GENESIS GOLDI D. GOLINGAN**, hereinafter referred to as the "**OWNER**;"

- and -

(Name of Consultant), Filipino, of legal age, and with residential address at (address of Consultant), hereinafter referred to as the (position of Consultant).

-WITNESSETH-

**WHEREAS**, the OWNER is the operator of a hospital known as the Dr. Pablo O. Torre Memorial Medical Center located at B.S. Aquino Drive, Bacolod City, Negros Occidental, Philippines;

**WHEREAS**, RMC has offered to the CONSULTANT, (position), a business leadership position to form part of the RMC Executive Committee.

**WHEREAS**, the CONSULTANT, (position) offered her consultancy services to the OWNER in the areas of her expertise as chosen and determined by the OWNER;

**WHEREAS**, the CONSULTANT, (position) has accepted the offer of the OWNER to perform her services and be responsible for the business leadership and for providing organizational directions to the (refer to job description and job role).

NOW THEREFORE, in consideration of the premises and of the mutual covenants and premises herein contained, the parties hereby agree, stipulate and covenant as follows:

#### Article I – Engagement of Services

1.1 The OWNER hereby appoints and engages the (position) to be the consultant of the OWNER starting (date), renewable upon mutual agreement of the parties under such terms and conditions as may be mutually agreed upon. Provided, that in case there are unfinished projects for which CONSULTANTS's services had already been initially engaged and forming part of this agreement, then the renewed contract shall be based on the same terms and conditions as agreed upon in this contract.

1.2 Notwithstanding the provisions of this Agreement, the parties may renegotiate the terms and conditions contained herein and as consequence thereof, amend, rescind or repeal any provision/s at any time during the lifetime of this agreement.

#### Article 2 – Scope of Consultancy Powers and Responsibilities

2.1. Unless otherwise stated in this or any other agreement entered into by the parties herein, all acts of the CONSULTANT, (position) shall be limited only to acts of consultancy and advise while all acts of ownership, management and supervision of the properties of the owner shall remain vested in the latter. The OWNER at its sole option may require the CONSULTANT, (position) to perform any of the consultancies to include but not limited to the following:

2.1 (refer to job description)





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MEMORIAL HOSPITAL

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Document Code:	DPOTMH-D-P05
Effective Date:	05-31-2022
Document Type:	Policy
Page Number:	5 of 8
Department/Section:	Human Resources Division
Document Title:	<b>APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS</b>

2.2 Any and all acts that shall be in the future be identified by the OWNER to be forming part of the CONSULTANT, (position) scope of work.

#### Article 3 – Compensation

3.1 As compensation for its services, the CONSULTANT, (position) shall receive the following consultancy fee: \_\_\_\_\_ (Php \_\_\_\_\_).

3.2 Compensation of the CONSULTANT, (position) shall be made every 15<sup>th</sup> of each month for services rendered.

3.3 The CONSULTANT, (position) may avail of the official RMC Discount Scheme for physicians, based on the Blue category privilege card scheme for consultants.

#### Article 4 – Other Provisions

4.1 The CONSULTANT, (position) shall well and faithfully serve the OWNER in such capacity as aforesaid, and shall at all times devote her time, attention and energies to the improvement of the operations of the business, to the best of her ability, and shall perform do and perform all such services, acts and things connected herewith as the OWNER shall from time to time direct, as long as they are consistent with this agreement and are of a nature properly belonging to the duties of the CONSULTANT, (position).

4.2 The CONSULTANT, (position) shall take every reasonable precaution, during and even after the life of this Agreement, not to divulge or disclose to any other person in any manner, directly or indirectly, any technical information, concept, design, plan, scheme or specifications furnished by the OWNER to the CONSULTANT, (position) pursuant to this Agreement nor any information or knowledge which it may obtain by reason therefrom.

4.3 The CONSULTANT, (position) shall verify the accuracy of technical information, design, concept or plan furnished or made available under this Agreement. The CONSULTANT, VP-CMO shall be liable for damages or losses arising out or resulting from anything furnished or made available hereunder should the CONSULTANT, (position) be guilty of gross negligence or willful misconduct.

4.4 Unless otherwise herein specified, neither party hereto shall be liable to the other for failure or delay in meeting any obligation hereunder due to Acts of God, strikes, lockouts, war, fire, flood, embargo or closures whether permanent or temporary due to protocols imposed by the National or Regional IATF and other quarantine protocols.

4.5 All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement, or for the breach thereof shall be settled by Arbitration by a commercial arbitrator mutually chosen by the parties in accordance with the accepted rules of arbitration. The award shall be final and binding upon both the parties hereto.

4.6 The OWNER may at its option transfer or assign any right accruing there from to any party provided prior notice is made to the CONSULTANT, (position).

4.7 Nothing in this Agreement shall create any employer-employee relationship between the parties herein, their agents, representatives and assigns. No liability of whatever kind of nature created by or arising from the Labor Code, Social Security Act and other similar laws shall be made applicable to any person, agent and/or representative of the CONSULTANT, (position) as against the OWNER. Should the latter be found liable by any court or administrative tribunal for any claim/s filed by any person employed or acting for and in behalf of the CONSULTANT, (position), the latter agrees to indemnify the former.

4.8 This Agreement constitutes the full and complete understanding between the parties hereto with respect to the subject matter of the Agreement and may not be released, discharged, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

#### Article 5 – Applicable Law





DR. PABLO O. TORRE  
MEMORIAL HOSPITAL

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Document Code:	DPOTMH-D-P05
Effective Date:	05-31-2022
Document Type:	Policy
Page Number:	6 of 8
Department/Section:	Human Resources Division
Document Title:	<b>APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS</b>

This agreement shall be governed and constructed in accordance with the laws of the Philippines and both parties consent to the exclusive jurisdiction of the proper courts in Bacolod City. Both parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

#### Article 6 – Anti-Corruption Clauses

A. The CONSULTANT, (position title) acknowledges and agrees that it is the policy of Riverside Medical Center, Inc. ("the OWNER") to comply fully with all applicable laws and regulations of all jurisdictions in which it does business. Third Party warrants and represents that it has not taken and will not take any action that would constitute a violation, or implicate the Company in a violation, of the Philippine's R.A. 3019 (Anti-Graft And Corrupt Practices Act) or any law of any jurisdiction in which it performs business, or the United States Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the U.K. Bribery Act of 2010, and where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials (collectively, "Anti-Corruption Laws").

B. CONSULTANT, (position title) represents, warrants, and agrees that:

1. None of Third Party's principals, owners, officers, directors, employees or agents is currently (i) an officer, agent or employee of a government, government-owned enterprise (or any agency, department or instrumentality thereof), political party or public international organization, (ii) a candidate for government or political office, or (iii) an agent, officer, or employee of any entity owned by a government (collectively, "Government Official"). If any of Third Party's principals, owners, officers, directors, or agents becomes a Government Official during the term covered by this document, Third Party shall notify the Company immediately;
2. Neither Third Party nor any of its principals, owners, officers, directors, employees or agents has promised to make, will promise to make, or will cause to be made any bribe, improper rebate, payoff, influence payment, kickback, or gift of anything of value ("Payments") (i) to or for the use or benefit of any Government Official; (ii) to any other person either for an advance or reimbursement, if it knows or has reason to know that any part of such Payment will be directly or indirectly given or paid by such other person, or will reimburse such other person for Payments previously made, to any Government Official; or (iii) to any other person or entity, to obtain or keep business or to secure some other improper advantage, the payment of which would violate applicable Anti-Corruption Laws;
3. Any compensation provided by the Company is for Third Party's sole benefit and Third Party shall not make any Payments to other third parties on behalf of the Company; and
4. The operations of Third Party and its Affiliates have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the Philippine's "Anti-Money Laundering Act of 2001" (Republic Act No. 9160), and all money laundering-related laws of all jurisdictions where Third Party conducts business or owns assets, and any related or similar Law issued, administered or enforced by any Government Authority (collectively, the "Money Laundering Laws").

#### Article 7 – Conflict of Interest Clause

The following are mandatory provisions to certify arm's length dealings:

"This Contract is entered into on a fair and arms-length basis, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining capacities. Notwithstanding any ties between the parties on ownership, affiliation or otherwise, the terms and conditions of the Contract are the same as they would have been, had the parties not have any relation with each other whatsoever."

#### Article 8 – Data Privacy Act

All Parties must ensure the confidentiality of all related personal data and sensitive information. Each party must ensure that any Personal Information it obtains or holds as a result of this agreement which was collected, stored, processed, used and disclosed by it in accordance with the provisions of the Philippine Data Privacy Act of 2012 and its implementing rules and regulations.





DR. PABLO O. TORRE  
MEMORIAL HOSPITAL

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Effective Date:	05-31-2022
Document Type:	Policy
Page Number:	7 of 8
Department/Section:	Human Resources Division
Document Title:	<b>APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS</b>

Article 9 – Miscellaneous Provisions

1. FINAL AGREEMENT – this Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only through a written document duly executed by both parties.
2. NO ASSIGNMENT – Neither party may assign this agreement or any interest herein without the express prior written consent of the other party.
3. SEVERABILITY CLAUSE – should any term or provision of this agreement be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions of this agreement shall remain in full force and effect as if such invalid or unenforceable term or provision had never been included.
4. NOTICES – any notice required by this agreement or given in connection with it, shall be in writing and shall be delivered to the appropriate Party by personal delivery or registered mail, postage prepaid, or recognized overnight delivery / courier services at the respective addresses of the parties indicated in this agreement.
5. NO IMPLIED WAIVER – failure by either party to insist, in any one or more instances, on the strict observation of the other party to any of the terms or provisions of this agreement shall not be constructed as a waiver of any continuing or subsequent failure to perform, or delay the performance, of any term to provision in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed here in the City of Bacolod, Philippines, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RIVERSIDE MEDICAL CENTER  
OWNER

By: GENESIS GOLDI D. GOLINGAN  
PRESIDENT & CHIEF EXECUTIVE OFFICER

Conforme:

(Name of Consultant)  
CONSULTANT, (position)

Signed in the presence of:





DR. PABLO O. TORRE  
MEMORIAL HOSPITAL

B.S. Aquino Drive,  
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6100

Document Code:	DPOTMH-D-P05
Effective Date:	05-31-2022
Document Type:	Policy
Page Number:	8 of 8
Department/Section:	Human Resources Division
Document Title:	APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
BACOLOD CITY )S.S.  
x-----x

I certify that on this date before, Notary Public duly authorized in the City named above to take acknowledgments, personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identification</u>	<u>Date</u>	<u>of</u>	<u>Validity</u>
Genesis Goldi D. Golingan Name of Consultant	CRN-UMID No. 0111-4613812-3 PRC with ID No. _____ valid until _____			


With their identifying documents written beside their names, personally known to me and to me known and identified by me through competent evidence presenting this integrally complete instrument. Representing to me that the signatures in the instrument were voluntarily affixed by them for the purposes declaring that they have executed the instrument as their free and voluntary act and deed.

The foregoing instrument relates to a Consultancy Agreement consisting of five (5) pages including this page of acknowledgment, signed by the parties and their instrumental witnesses on all pages thereof, in my presence, and sealed with my Notarial Seal.

\_\_\_\_\_  
Notary Public

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 20 \_\_\_\_.



 <p>DR. PABLO O. TORRE MEMORIAL HOSPITAL</p>	Document Code:	DPOTMH-D-P05-S01
	Effective Date:	06-30-2022
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	Page Number:	1 of 2
	Department/Section:	Human Resources Division
	Document Title:	<b>APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS</b>

### **PURPOSE:**

To discuss the process involved in appointing Medical Consultants to hospital administrative positions.

### **SCOPE:**

Applies to all Human Resources Division staff of Dr. Pablo O. Torre Memorial Hospital


### **PERSON RESPONSIBLE:**

Medical Director, Manpower Planning and Talent Acquisition staff, Medical Consultant

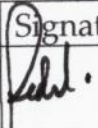
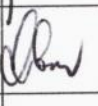

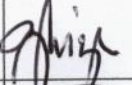
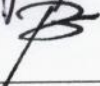
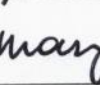
### **PROCEDURE:**

1. The Medical Director selects and appoints qualified Medical Consultant to any vacant hospital administrative position and refers them to the President/ CEO, who in turn, will refer to the Board of Directors (BOD)
2. Selected Medical Consultant for vacant administrative position submits a comprehensive resume for review and approval by the Executive Committee (EXECOM) and filing/documentation by the Manpower Planning and Talent Acquisition.
3. Appointed Medical Consultant for an administrative position shall signify acceptance by signing the Memorandum of Agreement (MOA) with duties and responsibilities of the position offered.
4. Should the Medical Consultant choose not to accept the appointment, he/she should write a letter to the DPOTMH-RMCI management in lieu of non-acceptance.




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	Page Number:	2 of 2
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**APPROVAL:**


	Name/Title	Signature	Date
Prepared by:	<b>RODERICK S. PEDRAL</b> HR Operations Manager		06/28/2022
Verified:	<b>CHRISTINE ALEJANDRO</b> Manpower Planning and Talent Acquisition Supervisor		6/28/2022
Reviewed:	<b>DENNIS C. ESCALONA, MN, FPCHA, FPSQua</b> Quality Assurance Supervisor		6/28/2022
Recommending Approval:	<b>NANCY P. HIZON, MS Psych, FPCHA</b> Human Resources Division Officer		6/28/2022
	<b>FREDERIC IVAN L. TING, MD</b> OIC-Total Quality Division		6/30/22
	<b>MA. ANTONIA S. GENSOLI, MD, FPPS, FPCHA</b> Vice President-Chief Medical Officer		7.7.22
	<b>SOCORRO VICTORIA L. DE LEON, CPA, MBA, PhD, FPCHA</b> Vice President- Chief Operating Officer		
Approved:	<b>GENESIS GOLDI D. GOLINGAN</b> President and CEO		







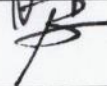

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	Page Number:	1 of 2
	Department/Section:	Human Resources Division
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KEY TASKS	PERSON RESPONSIBLE
1. Selects and appoints qualified Medical Consultant to any vacant hospital administrative position	Medical Director
2. Submits a comprehensive resume for review and approval by the Executive Committee (EXECOM) and filing/documentation by the Manpower Planning and Talent Acquisition	Medical Consultant
3. Prepares the Memorandum of Agreement (MOA)	Manpower Planning and Talent Acquisition staff
4. Signifies acceptance by signing the MOA with duties and responsibilities of the position offered	Medical Consultant
5. Write a letter to the DPOTMH-RMCI management in lieu of non-acceptance	Medical Consultant
6. Files all the requirements, documents and MOA pertaining to the appointment of the Medical Consultant	Manpower Planning and Talent Acquisition staff




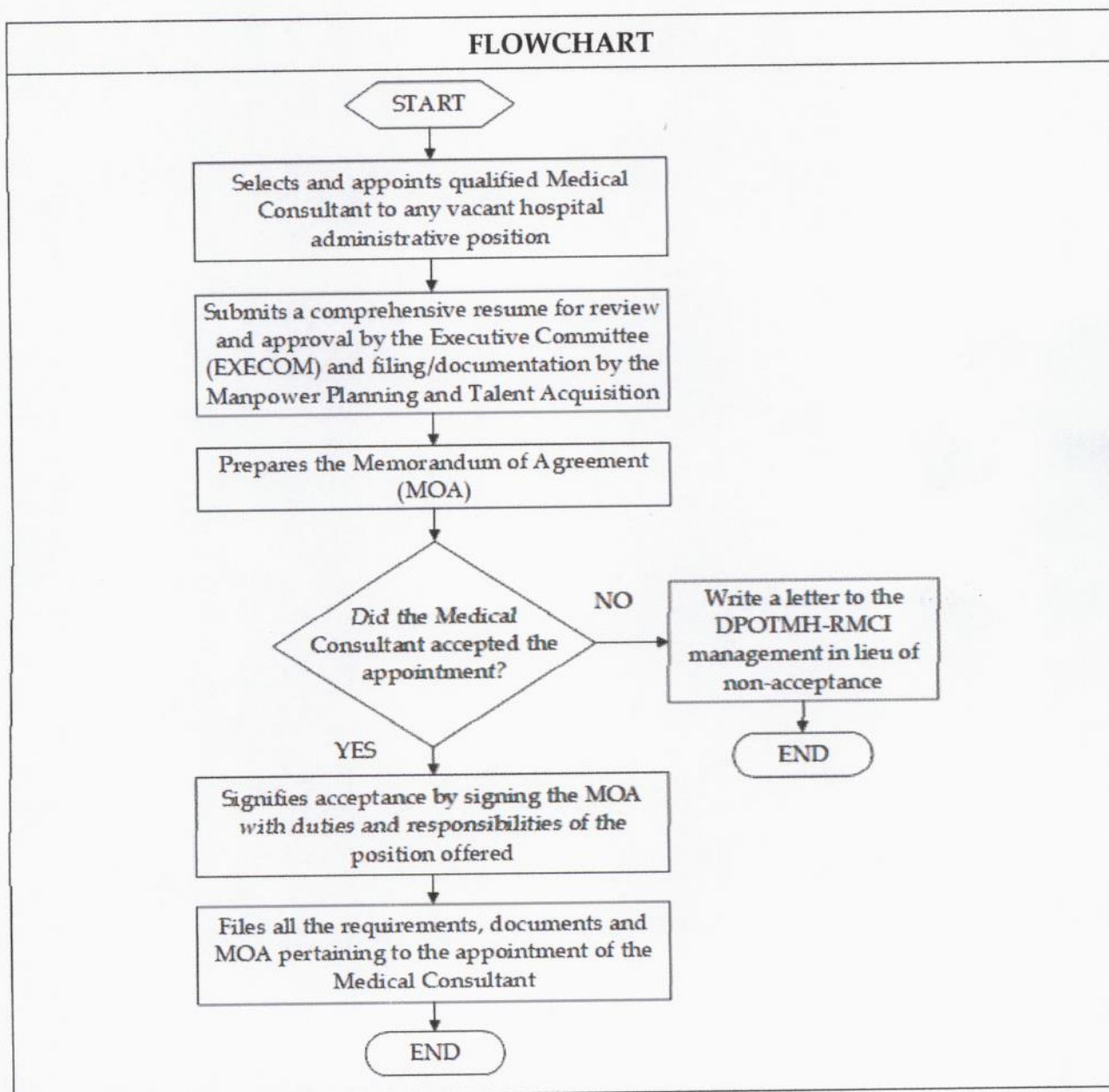
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**APPROVAL:**


	Name/Title	Signature	Date
Prepared by:	<b>RODERICK S. PEDRAL</b> HR Operations Manager		06/28/2022
Verified:	<b>CHRISTINE ALEJANDRO</b> Manpower Planning and Talent Acquisition Supervisor		6/28/2022
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	<b>SOCORRO VICTORIA L. DE LEON, CPA, MBA, PhD, FPCHA</b> Vice President- Chief Operating Officer		
Approved:	<b>GENESIS GOLDI D. GOLINGAN</b> President and CEO		



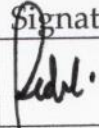
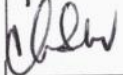

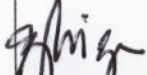


 <p><b>DR. PABLO O. TORRE MEMORIAL HOSPITAL</b></p> <p>B.S. Aquino Drive, Bacolod City, Negros Occidental, 6100</p>	Document Code:	DPOTMH-D-P05-FC01
	Effective Date:	06-30-2022
	Document Type:	Flowchart
	Page Number:	1 of 2
	Department/Section:	Human Resources Division
	Document Title:	<b>APPOINTMENT OF MEDICAL CONSULTANTS TO HOSPITAL ADMINISTRATIVE POSITIONS</b>





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**APPROVAL:**

	Name/Title	Signature	Date
Prepared by:	<b>RODERICK S. PEDRAL</b> HR Operations Manager		06/28/2022
Verified:	<b>CHRISTINE ALEJANDRO</b> Manpower Planning and Talent Acquisition Supervisor		6/28/2022
Reviewed:	<b>DENNIS C. ESCALONA, MN, FPCHA, FPSQua</b> Quality Assurance Supervisor		6/28/2022
Recommending Approval:	<b>NANCY P. HIZON, MS Psych, FPCHA</b> Human Resources Division Officer		6/28/2022
	<b>FREDERIC IVAN L. TING, MD</b> OIC-Total Quality Division		6/28/2022
	<b>MA. ANTONIA S. GENSOLI, MD, FPPS, FPCHA</b> Vice President-Chief Medical Officer		7-7-22
	<b>SOCORRO VICTORIA L. DE LEON, CPA, MBA, PhD, FPCHA</b> Vice President- Chief Operating Officer		
Approved:	<b>GENESIS GOLDI D. GOLINGAN</b> President and CEO		



## CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Consultancy Agreement entered into by and between:

**RIVERSIDE MEDICAL CENTER, INC.**, (Owner and operator of the Dr. Pablo O. Torre Memorial Hospital) a corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at B. S. Aquino Drive, Bacolod City, represented herein by its President & Chief Executive Officer, **GENESIS GOLDI D. GOLINGAN**, hereinafter referred to as the "**OWNER**;"

- and -

(**Name of Consultant**), Filipino, of legal age, and with residential address at (address of Consultant), hereinafter referred to as the (**position of Consultant**).

-WITNESSETH-

**WHEREAS**, the OWNER is the operator of a hospital known as the Dr. Pablo O. Torre Memorial Medical Center located at B.S. Aquino Drive, Bacolod City, Negros Occidental, Philippines;

**WHEREAS**, RMCI has offered to the CONSULTANT, (position), a business leadership position to form part of the RMCI Executive Committee.

**WHEREAS**, the CONSULTANT, (position) offered her consultancy services to the OWNER in the areas of her expertise as chosen and determined by the OWNER;

**WHEREAS**, the CONSULTANT, (position) has accepted the offer of the OWNER to perform her services and be responsible for the business leadership and for providing organizational directions to the (refer to job description and job role).

NOW THEREFORE; in consideration of the premises and of the mutual covenants and premises herein contained, the parties hereby agree, stipulate and covenant as follows:

### Article I – Engagement of Services

- 1.1 The OWNER hereby appoints and engages the (position) to be the consultant of the OWNER starting (**date**), renewable upon mutual agreement of the parties under such terms and conditions as may be mutually agreed upon. Provided, that in case there are unfinished projects for which CONSULTANTS's services had already been initially engaged and forming part of this agreement, then the renewed contract shall be based on the same terms and conditions as agreed upon in this contract.
- 1.2 Notwithstanding the provisions of this Agreement, the parties may renegotiate the terms and conditions contained herein and as consequence thereof, amend, rescind or repeal any provision/s at any time during the lifetime of this agreement.

### Article 2 – Scope of Consultancy Powers and Responsibilities

- 2.1. Unless otherwise stated in this or any other agreement entered into by the parties herein, all



2.2 Any and all acts that shall be in the future be identified by the OWNER to be forming part of the CONSULTANT, (position) scope of work.

### **Article 3 – Compensation**

3.1 As compensation for its services, the CONSULTANT, (position) shall receive the following consultancy fee: \_\_\_\_\_ (Php \_\_\_\_\_).

3.2 Compensation of the CONSULTANT, (position) shall be made every 15<sup>th</sup> of each month for services rendered.

3.3 The CONSULTANT, (position) may avail of the official RMC Discount Scheme for physicians, based on the Blue category privilege card scheme for consultants.

### **Article 4 – Other Provisions**

4.1 The CONSULTANT, (position) shall well and faithfully serve the OWNER in such capacity as aforesaid, and shall at all times devote her time, attention and energies to the improvement of the operations of the business to the best of her ability, and shall perform do and perform all such services, acts and things connected herewith as the OWNER shall from time to time direct, as long as they are consistent with this agreement and are of a nature properly belonging to the duties of the CONSULTANT, (position).

4.2 The CONSULTANT, (position) shall take every reasonable precaution, during and even after the life of this Agreement, not to divulge or disclose to any other person in any manner, directly or indirectly, any technical information, concept, design, plan, scheme or specifications furnished by the OWNER to the CONSULTANT, (position) pursuant to this Agreement nor any information or knowledge which it may obtain by reason therefrom.

4.3 The CONSULTANT, (position) shall verify the accuracy of technical information, design, concept or plan furnished or made available under this Agreement. The CONSULTANT, VP-CMO shall be liable for damages or losses arising out or resulting from anything furnished or made available hereunder should the CONSULTANT, (position) be guilty of gross negligence or willful misconduct.

4.4 Unless otherwise herein specified, neither party hereto shall be liable to the other for failure or delay in meeting any obligation hereunder due to Acts of God, strikes, lockouts, war, fire, flood, embargo or closures whether permanent or temporary due to protocols imposed by the National or Regional IATF and other quarantine protocols.

4.5 All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement, or for the breach thereof shall be settled by Arbitration by a commercial arbitrator mutually chosen by the parties in accordance with the accepted rules of arbitration. The award shall be final and binding upon both the parties hereto.

4.6 The OWNER may at its option transfer or assign any right accruing there from to any party provided prior notice is made to the CONSULTANT, (position).

4.7 Nothing in this Agreement shall create any employer-employee relationship between the parties herein, their agents, representatives and assigns. No liability of whatever kind of nature created by or arising from the Labor Code, Social Security Act and other similar laws shall be made applicable to any person, agent and/or representative of the CONSULTANT, (position) as against the OWNER. Should the latter be found liable by any court or administrative tribunal for any claim/s filed by any person employed or acting for and in behalf of the CONSULTANT, (position), the latter agrees to indemnify the former.



This agreement shall be governed and constructed in accordance with the laws of the Philippines and both parties consent to the exclusive jurisdiction of the proper courts in Bacolod City. Both parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

#### **Article 6 – Anti-Corruption Clauses**

A. The CONSULTANT, (position title) acknowledges and agrees that it is the policy of Riverside Medical Center, Inc. (“the OWNER”) to comply fully with all applicable laws and regulations of all jurisdictions in which it does business. Third Party warrants and represents that it has not taken and will not take any action that would constitute a violation, or implicate the Company in a violation, of the Philippine’s R.A. 3019 (Anti-Graft And Corrupt Practices Act) or any law of any jurisdiction in which it performs business, or the United States Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), the U.K. Bribery Act of 2010, and where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials (collectively, “Anti-Corruption Laws”).

B. CONSULTANT, (position title) represents, warrants, and agrees that:

1. None of Third Party’s principals, owners, officers, directors, employees or agents is currently (i) an officer, agent or employee of a government, government-owned enterprise (or any agency, department or instrumentality thereof), political party or public international organization, (ii) a candidate for government or political office, or (iii) an agent, officer, or employee of any entity owned by a government (collectively, “Government Official”). If any of Third Party’s principals, owners, officers, directors, or agents becomes a Government Official during the term covered by this document, Third Party shall notify the Company immediately;
2. Neither Third Party nor any of its principals, owners, officers, directors, employees or agents has promised to make, will promise to make, or will cause to be made any bribe, improper rebate, payoff, influence payment, kickback, or gift of anything of value (“Payments”) (i) to or for the use or benefit of any Government Official; (ii) to any other person either for an advance or reimbursement, if it knows or has reason to know that any part of such Payment will be directly or indirectly given or paid by such other person, or will reimburse such other person for Payments previously made, to any Government Official; or (iii) to any other person or entity, to obtain or keep business or to secure some other improper advantage, the payment of which would violate applicable Anti-Corruption Laws;
3. Any compensation provided by the Company is for Third Party’s sole benefit and Third Party shall not make any Payments to other third parties on behalf of the Company; and
4. The operations of Third Party and its Affiliates have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the Philippine’s “Anti-Money Laundering Act of 2001” (Republic Act No. 9160), and all money laundering-related laws of all jurisdictions where Third Party conducts business or owns assets, and any related or similar Law issued, administered or enforced by any Government Authority (collectively, the “Money Laundering Laws”).

#### **Article 7 – Conflict of Interest Clause**

The following are mandatory provisions to certify arm’s length dealings:

“This Contract is entered into on a fair and arms-length basis, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining capacities. Notwithstanding any ties between the parties on ownership, affiliation or otherwise, the terms and conditions of the Contract are the same as they would have been, had the parties not have any relation with each other whatsoever.”



### **Article 9 – Miscellaneous Provisions**

1. **FINAL AGREEMENT** – this Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only through a written document duly executed by both parties.
2. **NO ASSIGNMENT** – Neither party may assign this agreement or any interest herein without the express prior written consent of the other party.
3. **SEVERABILITY CLAUSE** – should any term or provision of this agreement be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions of this agreement shall remain in full force and effect as if such invalid or unenforceable term or provision had never been included.
4. **NOTICES** – any notice required by this agreement or given in connection with it, shall be in writing and shall be delivered to the appropriate Party by personal delivery or registered mail, postage prepaid, or recognized overnight delivery / courier services at the respective addresses of the parties indicated in this agreement.
5. **NO IMPLIED WAIVER** – failure by either party to insist, in any one or more instances, on the strict observation of the other party to any of the terms or provisions of this agreement shall not be constructed as a waiver of any continuing or subsequent failure to perform, or delay the performance, of any term to provision in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed here in the City of Bacolod, Philippines, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RIVERSIDE MEDICAL CENTER**  
OWNER

By: **GENESIS GOLDI D. GOLINGAN**  
PRESIDENT & CHIEF EXECUTIVE OFFICER

Conforme:

**(Name of Consultant)**  
CONSULTANT, (position)

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
BACOLOD CITY )S.S.  
X-----X

I certify that on this date before, Notary Public duly authorized in the City named above to take acknowledgments, personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identification</u>	<u>Date</u>	<u>of</u>	<u>Validity</u>
Genesis Goldi D. Golingan Name of Consultant	CRN-UMID No. 0111-4613812-3 PRC with ID No. _____ valid until _____			

With their identifying documents written beside their names, personally known to me and to me known and identified by me through competent evidence presenting this integrally complete instrument. Representing to me that the signatures in the instrument were voluntarily affixed by them for the purposes declaring that they have executed the instrument as their free and voluntary act and deed.

The foregoing instrument relates to a Consultancy Agreement consisting of five (5) pages including this page of acknowledgment, signed by the parties and their instrumental witnesses on all pages thereof, in my presence, and sealed with my Notarial Seal.

\_\_\_\_\_  
Notary Public

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 20 \_\_\_\_.