

CONTRACT FOR CONSULTANCY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Consultancy Contract 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 Republic Act No. 7875 (as amended by Republic Act No. 9241), with principal office at 709 Citystate Center, Shaw Blvd., Brgy. Oranbo, Pasig City, and duly represented herein by its President and Chief Executive Officer, **DR. EDUARDO P. BANZON** hereinafter referred to as **PHILHEALTH**;

- and -

EDWIN C. CACAYORIN, JR., of legal age, and residing at No. 27, Daffodil St., Gardenville, Sta. Mesa, Manila, Philippines, hereinafter referred to as the **CONSULTANT**;

WITNESSETH:

WHEREAS, PhilHealth is mandated by law to provide financial risk protection to its members by providing affordable, accessible and adequate healthcare services and supplementary benefit packages under the National Health Insurance Program (NHIP);

WHEREAS, it is imperative for the Corporation to further enhance its Information Technology (IT) resources and capability which necessary includes provisions for third-party expertise in the field of IT procurement management and its incidental issues;

WHEREAS, PhilHealth needs to contract the services of an IT Consultant to provide business and technical advice on a variety of IT Management and Procurement-related issues and incidents including expertise on project feasibility of system integration including the audit of the IT system of the Corporation;

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

1. SCOPE OF CONSULTANCY SERVICES

The Consultant shall perform the following functions:

- Perform audit procedures on the IT system of the Corporation and submit findings and appropriate recommendation(s) to Management;
- Conduct review of existing IT policies and procedures, determine potential conflicts, disparities and weaknesses/capability limitations in relation to best IT Practices;
- Recommend and advice Management on IT operational and policy issues including necessary IT system enhancements;

Dr. Eduardo P. Banzon
President and CEO

Atty. Edwin C. Cacayorin Jr.
Consultant

Edgar Julio S. Asuncion
SVP- Legal Sector

Dr. Alvin B. Marcelo
End-User/ Chief Information Officer, OCIO

Willie M. Bumacod
Fiscal Controller IV, DRAS

Witness for Atty. Edwin C. Cacayorin Jr.

Witness for Atty. Edwin C. Cacayorin Jr.

APR 07-2012-171 922,100
APR 12-07-21

2.

Dr. Eduardo P. Banzon
President and CEO

- d. Draft and/or review Terms of References (TOR) on IT procurement requirements;
- e. Assist in the development of a comprehensive strategy and implementation plan for functional IT policies;
- f. Draft pro-forma templates for outsourcing IT services including clauses for compliance, IT audit procedures and accountabilities;
- g. Provide third-party perspective and recommendations on IT dispute matters relative to the interpretation and implementation of provisions of the IT policy manuals and/or IT contracts entered into by the Corporation;
- h. Review IT manpower distribution and utilization and submit findings and recommendations to Management;
- i. Perform other related tasks as may be required by the Corporation.

Specific Deliverables:

- j. Develop and submit to Management a framework for IT procurement including pro-forma draft contracts organizing and simplifying outsourcing requirements for the ITMD;
- k. Submit a formal report and recommendation on the management of system integration and upgrading of the IT capabilities of the Corporation;
- l. Submit a formal report and recommendation on potential legal issues and concerns in the areas of IT Management of the Corporation;
- m. Submit a formal report and recommendation on the interdependency and relationship of the ITMD relative to the other operational units of the Corporation and the viability of a complete inter-connectivity of all the sectors/departments/offices/units of the Corporation.

2. TERM

The Consultant shall be engaged for a period of **SIX (6) MONTHS** starting on August, 2012 until February, 2013 unless sooner terminated by any of the parties for valid grounds and upon prior written notice at least thirty (30) days from the intended termination.

3. COMPENSATION

The Consultant shall be compensated in the total amount of **Two Hundred Sixty Two Thousand Five Hundred (P262,500.00) Pesos** payable on a monthly basis of **Forty Three Thousand Seven Hundred Fifty (P43, 750.00) Pesos** inclusive of imposable taxes upon submission of a monthly report to the Senior Vice-President & Chief Information Officer (SVP-CIO).

4. PROGRAM ADMINISTRATION

The Consultant shall directly report to the Senior Vice-President & Chief Information Officer (SVP-CIO) who shall approve notices and acceptance of deliverables, activities and other related tasks.

Atty. Edwin C. Cacayorin Jr.
Consultant

Edgar Julio S. Asuncion
SVP- Legal Sector

Dr. Alvin B. Marcelo
End-User/ Chief Information Officer, OCIO

Willie M. Bumacod
Fiscal Controller IV, DRAS

Witness for Atty. Edwin C. Cacayorin Jr.

Witness for Atty. Edwin C. Cacayorin Jr.

5. **CONFIDENTIALITY**

The Consultant shall not disclose any proprietary or confidential information relating to PhilHealth or to this agreement without prior written consent from the latter. For this purpose, the Consultant shall accordingly execute and faithfully abide by the Non-Discharge Agreement (NDA) to be issued by PhilHealth which shall form an integral part of this Agreement.

6. **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 Agreement. 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.

7. **AMENDMENTS AND ENTIRETY OF THE AGREEMENT**

This document along with the identified annexes and attachments as specified in this Agreement shall constitute the entire agreement between PhilHealth and the Consultant. The specific provisions of this Consultancy Agreement shall supersede any and all prior negotiations, understanding, contracts and/or undertakings relating to the same subject matter.

Any revision or amendment of this Agreement shall require prior written consent of all parties.

8. **ACCEPTANCE AND EFFECTIVITY**

The Parties hereby accept the terms of this Agreement and have hereunto set their hands this ____ day of 16 AUG 2011, 2012, at ASIB CIDA, Philippines.

The date of signing constitutes the effective date of the Agreement which shall remain in full force and effect, unless sooner revoked or terminated by mutual agreement of the Parties.

**PHILIPPINE HEALTH INSURANCE
CORPORATION**

By:



DR. EDUARDO P. BANZON
President & CEO

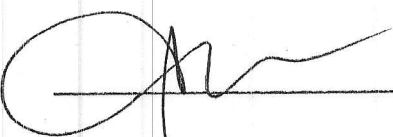
CONSULTANT

By:



EDWIN C. CACAYORIN, JR.
Consultant

Signed in the presence of:






ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY CITY) s.s

BEFORE ME this ____ day of 16 AUG 2011, 2012 in **PASIG CITY**, Philippines personally appeared **DR. EDUARDO P. BANZON** in his capacity as President and CEO of the Philippine Health Insurance Corporation and **EDWIN C. CACAYORIN, JR.**, Consultant, exhibiting to me their respective Government I.D. Nos. BP 47864, issued on ____ at ____ and ____ issued on ____ at ____ respectively, known unto me to be the same persons who executed the foregoing Consultancy Contract 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 thereof.

WITNESS MY HAND and seal on the date and place first above written.

Doc. No. 324
Page No. 63
Book No. 18800
Series of 2012.

RAMON CARPIO
NOTARY PUBLIC FOR PASIG CITY
APPOINTMENT NO. 63
UNTIL DECEMBER 31, 2012
NO. 2-A WEST CAPITOL DRIVE
KAPITOLYO, PASIG CITY
ROLL OF ATTORNEYS NO. 22172
IBP LIFETIME NO. 888475/PASIG
PTR NO. 7514826/01-02-12/PASIG CITY