

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 -

HOLDEN M. HAO of legal age, Filipino, and residing at Gaiety St., 1618 Levitown, Parañaque City, 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 resources and capability which necessarily includes provisions for software development;

WHEREAS, PhilHealth needs to contract the services of Consultants for Software Engineer Specialists to aid the Information Technology & Management Department (ITMD) and the Chief Information Officer (CIO) in developing new applications/programs, or enhancing/upgrading existing applications/programs for the Corporation.

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

1. Scope of Consultancy Services and Deliverables

The Consultant shall perform the following functions:

General Duties

- Provide bi-weekly updates to the program stakeholders through meetings or written reports on the current progress or status of the various project activities and deliverables;
- Coordinate with assigned PhilHealth Program Manager in organizing group activities such as workshops and training activities related to the project.

Technical Assistance

- Provision of inputs to the building of the Corporation's enterprise architecture;
- Assess the current implementation of the Plone content management system used for PhilHealth's SPReAD and provide recommendations to improve its efficiency, usability, and security;
- Develop wireframes and mockups to enhance the user interface of SPReAD and keep it consistent with PhilHealth's branding strategies;
- Install and configure the latest version of Plone CMS and migrate the old data into the new system;

Dr. Eduardo P. Banzon
President and CEO

Holden Hao
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 Holden Hao

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Dr. Eduardo P. Banzon
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Holden Hao
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- e) Provide an external code management system and issue tracker to manage the project's source code and programming issues that are discovered. (These systems are external and not part of the deliverables. They will be used for project management purposes only during the course of the project.);
- f) Conduct a workshop on Plone content types and designing publication workflows for possible implementation in SPReAD;
- g) Implement the approved user interface theme and/or templates to the new version of SPReAD;
- h) Create manuals and conduct training sessions for content managers as well as for regular users;
- i) Setup a web-based system (using Munin) for monitoring SPReAD and its server resources;
- j) Design and implement a local and remote backup system to protect the database used in SPReAD;
- k) Provide maintenance and technical support in the following:
 - Keeping SPReAD running with the least downtime;
 - Installation of the latest security patches for the server operating system and for the Plone version used; and
 - Content managers' issues and concerns on using the system.

The expected output/ deliverables from the Consultant:

- a) Assessment Report;
- b) Wire Frames;
- c) Mockups;
- d) Working Plone System;
- e) Source Code for Customizations;
- f) Backup Script;
- g) User Manual;
- h) Content Manager's Manual; and
- i) Project Final Report.

2. Term

The Consultant shall be engaged for a period of **Six (6) months** starting on Aug 16, 2012 until Feb 16, 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.

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 SVP-CIO who shall approve notices and acceptance of deliverables, activities and other related tasks.

i. 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-Disclosure

Witness for Holden Hao

Witness for Holden Hao

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 16 AUG 2011 of August 9, 2012, at PASIG CITY, 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 & Chief Executive Officer

CONSULTANT

By:

Holden M. Hao
Consultant (Software Engineer Specialist)

Signed in the presence of:

POB # 07-2012-164 } 202,500 -
CAP # 2012-07-70

2011/7/1
Fiscal Controller IV

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY) s.s

BEFORE ME this 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 **HOLDEN M. HAO**, Consultant, exhibiting to me their respective Government I.D. Nos. 10088700, issued on October 17, 2011 at Pasig City 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.

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Series of 2012 2012

NOTARY PUBLIC
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