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 -

PATRICK G. SYLIM of legal age, and residing at No. 19B19 Victoria de Manila, 1655 Taft Ave., Malate, Manila, 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 a Software Engineer Specialist to aid the Type Z Product Development Team, the Standards Monitoring Department (SMD) 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:

Scope of Consultancy Services

The Consultant shall perform the following functions:

a. Provision of inputs to the building of the Corporation's enterprise architecture;
b. Performance of systems and workflow analysis, and preparation documentation of the same;
c. Application/program development, for specific domains as may be required, including development of software updates and/or program maintenance;
d. Application/program testing and debugging;
e. Use of Corporation's source code versioning, if applicable;
f. Use of Corporation's bug tracking and product backlog tracking system, if applicable;
g. Compilation and/or drafting of documentation of program development up to and including subsequent revisions, including the insertion of comments in the source

code as may be necessary so subsequent programmers can understand the program logic;

h. Conduct consultations with managerial and technical personnel to clarify program intent, identify problems, and suggest changes;

i. Drafting or contribution of inputs to instructions or manuals to guide end users;

j. Institutionalization of good coding practices to prevent bloated and unnecessarily large programs and maximize use of system resources;

k. Conduct of assessments of applications/programs in relation to system development with regard to utilization of hardware or network resources, or if whether the same are responsive or adequate;

l. Review work and activities of programming personnel and make recommendations to management regarding the same;

m. Ensure that all programs and systems have built-in controls to prevent abuse or exploits;

n. Help in health informatics and electronics record tracking for Catastrophic Benefit Package (Type Z) by performing the following functions:

    1. Engage the relevant PhilHealth partners in the development of the Catastrophic (Type Z) Benefit Package Tracking System (Z Tracking System);

    2. Facilitate the formulation of the XML schema for Type Z electronic reporting;

    3. Formulate the necessary concepts and maintain the concept dictionary for the ZBITS;

    4. Design forms and workflow for the ZBITS with consultation with PhilHealth and its partners;

    5. Collaborate closely with ZBITS software engineering specialist;

    6. Train designated ZBITS users in each reference hospital;

    7. Create a User Manual for the use of ZTS; and

    8. Maintain project documentation and submit monthly reports

The expected output/ deliverables from the Consultant:

a. Inception report;

b. Fortnightly report;

c. Monthly reports on the progress of the development of the ZBITS;

d. Training design for ZBITS use;

e. User Manual for ZBITS;

f. Project final report; and

g. Other specific outputs as may be agreed upon.

Term

The Consultant shall be engaged for a period of **Six (6) months** starting on __Aug 17, 2012__ until __Feb 17, 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).

Dr. Eduardo P. Banzon
President and CEO

Patrick G. Sylim
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 Patrick G. Sylim

Witness for Patrick G. Sylim

Program Administration

The Consultant shall directly report to the SVP-CIO who shall approve notices and acceptance of deliverables, activities and other related tasks.

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 Agreement (NDA) to be issued by PhilHealth which shall form an integral part of this Agreement.

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.

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.

Acceptance and Effectivity

The Parties hereby accept the terms of this Agreement and have hereunto set their hands this _5th_ day of _August_, 2012, at _PASIG_, 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.

Dr. Eduardo P. Banzon
President and CEO

Patrick G. Sylim
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

POR # 08-2012-180
CAF # 2012-08-05

Witness for Patrick G. Sylim

Witness for Patrick G. Sylim

PHILIPPINE HEALTH INSURANCE CORPORATION

CONSULTANT

By

By

_____

_____

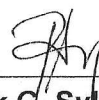**Dr. Eduardo Banzon**
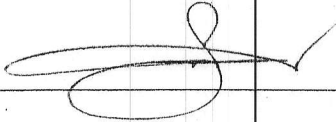President & Chief Executive Officer

Patrick G. Sylim
Consultant (Software Engineer Specialist)

Signed in the presence of

_____

_____

Dr. Alvin B. Marcelo
Chief Information Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY) s.s

BEFORE ME this 2 8 AUG 2012 day of ___ 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 **PATRICK G. SYLIM** Consultant, exhibiting to me their respective Government I.D. Nos. _901272910_, issued on _08/22/2011_ at _PPC_ and _i0088700_, issued on _October 17, 2011_ at _Pasig City_ 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 five (5) 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.

RAMON CARPIO
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

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Book No. _CCCCCXX_

Series of 2012