

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 -

MA. ROWENA C. SOLAMO of legal age, and residing at No. 19-5, Fairlane St., Fairview Park, Quezon 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 that database security be given the highest level of importance in order to ensure the viability of this data and the confidentiality and privacy of its members.

WHEREAS, PhilHealth needs to contract the services of a Database Security Consultant to provide business and technical advice on a variety of security issues, concerns and problems in order to safeguard PhilHealth's systems and databases from unauthorized access, unapproved usage and threats to functionality/operation.

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

The Consultant shall perform the following functions:

- a) Evaluation of the Corporation's current database design, structure, accessibility, and security;
- b) Provision of inputs to the building of the Corporation's enterprise architecture;
- c) Recommendation of standards and guidelines to direct the use and acquisition of other IT resources and to ensure security and viability of data;
- d) Recommendations on modifications of existing databases and/or database management systems;
- e) Recommendations on the scheduling, planning, and organization of the installation and testing of new products and/or improvements to computer systems;
- f) Recommendation of users and user access levels for each segment of database;

Dr. Eduardo P. Banzon
President and CEO

Ma. Rowena C. Solamo
Consultant

Edgar Julio S. Asuncion
SVP- Legal Sector

Atty. Siegfried E.G. Lapasaran
End-User/ Head Executive Assistant

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

Willie M. Bumacod
Fiscal Controller IV, DRAS

Witness for Ma. Rowena C. Solamo

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- g) Development of methods for integrating different products so they work properly together;
- h) Review procedures in database management system manuals for making changes to database;
- i) Recommendations on the selection and entry of codes to monitor database performance and to create production database;
- j) Identification and evaluation of industry trends in database systems to serve as a source of information and input for upper management;
- k) Provision of information security technical advice and support to the CIO and ITMD;
- l) Identification of other risk related areas of IT as may be needed, and provision of appropriate recommendations in relation to said risk areas;
- m) Recommendations regarding unit organization, delineation of functions and division of labor in consonance with industry best practices and for the maximization of data security;
- n) Other tasks as may be required relevant to database security.

The expected output/ deliverables from the Consultant:

- a) Inception Report or Plan of Action;
- b) Fortnightly reports;
- c) Project final report; and
- d) Other specific outputs as may be agreed upon.

Term

The Consultant shall be engaged for a period of **Six (6) months** starting on 10 Aug 2012 until 10 Feb 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 Twenty Five Thousand (P225,000.00) Pesos** payable on a monthly basis of **Thirty Seven Thousand Five Hundred (P37,500.00) Pesos** inclusive of imposable taxes upon submission of a monthly report to the Senior Vice-President & Chief Information Officer (SVP-CIO).

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.

Dr. Eduardo P. Banzon
President and CEO

Ma. Rowena C. Solamo
Consultant

Edgar Julio S. Asuncion
SVP-Legal Sector

Atty. Siegfried E.G. Lapasaran
End-User/ Head Executive Assistant

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

Willie M. Bumacod
Fiscal Controller IV, DRAS

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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 10th day of August, 2012, at PSLG 4179, 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

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Dr. Eduardo Banzon
President & Chief Executive Officer

CONSULTANT

By

Ma. Rowena C. Solamo
Consultant (Database Security)

Signed in the presence of

Ref # 07-2012-163
Att # 2012-07-16 P225,000.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY) s.s

BEFORE ME this 17 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 MA. ROWENA C. SOLAMO Consultant, exhibiting to me their respective Government I.D. Nos. 10088700, issued on October 17, 2011 at Pasig City and N25-03-103175, issued on 12/23/2011 at Novaliches G.C. 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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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