

CONSULTANCY CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This 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, duly represented herein by its President and Chief Executive Officer, **DR. EDUARDO P. BANZON** hereinafter referred to as **PHILHEALTH**;

and

RUBEN CANLAS, JR., of legal age, and residing at 402 Valle Verde Homes, Valle Verde 2, Pasig City hereinafter referred to as the **CONSULTANT**;

WITNESSETH: that

WHEREAS, PhilHealth is institutionalizing changes in line with its strategic imperatives in order to strengthen the implementation of the National Health Insurance Program as a driver towards achieving Kalusugan Pangkalahatan;

WHEREAS, the Corporation recognizes the need to properly restructure its information and communications technology sector to ensure that it is supportive of the performance accountability arrangements that PhilHealth will be implementing and the overall plans of the organization;

WHEREAS, for the above-stated purpose, PhilHealth needs to contract the services of an enterprise architecture and organizational change leadership consultant which shall be financed through the grant provided by World Bank through its Institutional Development Fund (IDF);

WHEREAS, this agreement shall not be construed as creating an employer-employee relationship in some manner or form between the Consultant and PhilHealth, hence, the latter shall not be responsible for complying with any labor laws, rules and regulations governing employer-employee relationships in the Philippines;

WHEREAS, the parties herein knowingly, voluntarily, without any force, duress, or improper pressure, and dealing with each other on equal terms with neither exercising moral dominance on the other, hereby agree to the present Agreement;

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

1. Services

The Consultant shall undertake and perform the following functions:

- Define the objectives, scope and framework for a PhilHealth Enterprise Architecture (PEA) that are aligned with the organization's vision, mission, objectives and mandate.
- Describe the "as-is" or current state of IT infrastructure and the "to be" or future state of enterprise architecture at PhilHealth, highlighting the gaps and recommending options for transitioning to the "to-be" state.
- Draft a paper describing the PhilHealth Enterprise Architecture including strategy options and timeline for achieving the "to-be" state.
- Based on the PhilHealth Enterprise Architecture document, define the skills and competencies needed to enable the recommended enterprise architecture.
- Work closely with the change management consultants and organizational development consultant, integrating their work into the organizational change process.
- Assist in other projects of the Office of the President and CEO and perform other duties related to his services as required.

Dr. Eduardo P. Banzon
President and CEO

Mr. Ruben Canlas Jr.
Consultant

Edgar Julio S. Asuncion
SVP- Legal Sector

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

Bibiana T. Cruz
Division Chief, AIC

HANNAH LORRAINE DALISAY
AIC, Division Chief, AIC

Witness for Mr. Ruben Canlas Jr.

Witness for Mr. Ruben Canlas Jr.

2. Term

The Consultant shall be engaged for a period of **eighteen (18) months at the rate of One Million One Six Hundred Eighty-Seven Five Hundred Pesos (Php1,687,500.00)** to be funded from the World Bank – IDF Grant.

3. Compensation

The Consultant shall be compensated based on the terms of payments for each of the following deliverables:

Upon approval of the Inception Report	15%
Upon submission of IT Diagnostic Report	25%
Upon initial implementation of the Change Management Plan	35%
Upon submission of Final Report	25%

4. Program Administration

The Consultant will report directly to the President & Chief Executive Officer (PCEO) in coordination with the Chief Information Officer. The PCEO and CIO will approve notices and acceptance of deliverables, activities and other related tasks.

The World Bank shall be furnished a copy of all deliverables of the consultant in keeping with the conditions of the grant agreement.

5. Performance

The Consultant is expected to perform his duties faithfully and to the best of his ability, and to comply with the scope of work with the highest standards of professional and ethical competence and integrity.

6. 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.

7. 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.

8. Entire Agreement and Amendments

This document constitutes the entire agreement between the PhilHealth and the Consultant, the provisions of which supersede any and all prior negotiations, understanding, or contracts relating to the same subject matter.

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

9. Dispute Resolution

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. Any dispute as to matters arising pursuant to this Agreement which cannot be settled amicably within sixty (60) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for arbitration in accordance with provision of RA 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004"

Dr. Eduardo P. Banzon
President and CEO

Mr. Ruben Canlas Jr.
Consultant

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SVP- Legal Sector

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Division Chief, AIC

WHAH LORRAINE DALISAY
AIC, Division Chief, AIC

Witness for Mr. Ruben Canlas Jr.

Witness for Mr. Ruben Canlas Jr.

10. **Acceptance and Effectivity of Agreement**

The parties hereby accept the terms of this Agreement and have hereto set their hands this 14th day of June, 2012, at _____, Philippines.

The date of signing constitutes effectivity 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 P. BANZON
President & CEO

MR. RUBEN CANLAS, JR.
Consultant

Signed in the presence of:

Witness for Mr. Ruben Canlas Jr.

Witness for Mr. Ruben Canlas Jr.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY

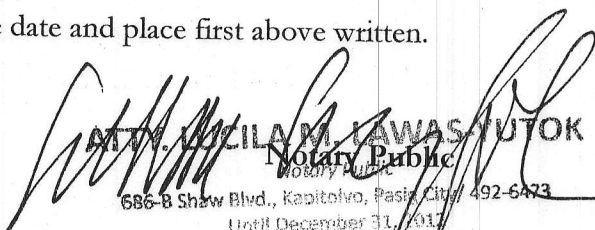
CITY) S.S

Before me this JUN 18 2012, 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 **MR. RUBEN CANLAS, JR.**, Consultant, exhibiting to me their respective Community Tax Certificate Nos. 00609939, issued on January 6, 2012 at Parañaque City and 09084747, issued on January 11, 2012 at mandaluyong city, 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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Book No. 730
Series 2012


ATTY. LUCILA M. LAWAS-TUTOK
Notary Public
686-B Shaw Blvd., Kapitolyo, Pasig City 492-6473
Until December 31, 2017
PTR No. 7040760, issued on: 03-03-12 at Pasig City
IAP No. 876114, issued on: 12-29-10 at Pasig City
TIN No. 162-942-995-000
Roll No. 28494
MCLE Compliance No. 1-0006299