

## 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 -

**LEMUEL RODOLFO B. BRAÑA** of legal age, with office address at 2<sup>nd</sup> Floor Vidal Tan Hall, Quirino Ave., corner Velasquez Streets, UP Diliman, 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 for the Corporation to further enhance its Information Technology resources and capability which necessarily include provisions for software development;


**WHEREAS**, PhilHealth needs to contract the services of a Software Engineer Specialist 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:


#### Scope of Consultancy Services

The Consultant shall perform the following functions:


- Provide inputs for building the Corporation's enterprise architecture;
- Perform systems and workflow analysis and prepare documentation of the same;
- Provide advice and assistance on application/program development for specific domains as may be required, including development of software updates and/or program maintenance;
- Provide advice and assistance on application/program testing and debugging;



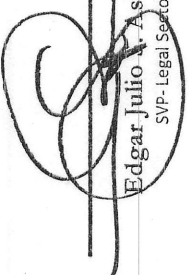
Willie M. Bumacod  
Fiscal Controller IV, DRAS




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




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



Edgar Julio A. Asuncion  
SVP- Legal Sector



Demmel Rodolfo B. Braña  
Consultant



Dr. Eduardo P. Banzon  
President and CEO

- e. Provide advice and assistance on source code versioning;
- f. Provide advice and assistance on bug tracking and product backlog tracking system;
- g. Provide advice and assistance on compilation and/or draft documentation of program development up to and including subsequent revisions, including the insertions of comments in the source code as may be necessary to assist subsequent programmers to understand the program logic;
- h. Conduct consultations with managerial and technical personnel to clarify program intent, identify problems and suggest changes;
- i. Provide advice and assistance on performing revisions/upgrading/enhancement of existing programs as may be required;
- j. Contribute inputs to instructions/manuals to guide end users;
- k. Provide advice on how to institutionalize good coding practices to prevent bloated and unnecessarily large programs and maximize use of systems usage;
- l. Conduct assessments of applications / programs in relation to systems development with regard to utilization of hardware or network resources, or if whether the same are responsive or adequate;
- m. Review work and activities of programmers and make recommendations to management regarding the same;
- n. Ensure that all programs and systems have built-in control mechanism to prevent abuse;
- o. Provide technical guidance and training to PhilHealth staff, specially on agile development methodologies and scrum and other IT courses as agreed by both parties.

The expected output/ deliverables from the Consultant:

- a. Inception Report;
- b. Facilitate the completion/delivery of applications with technical documentations by internal PhilHealth programmers and/or external IT vendors;
- c. Provide standards on source code versioning system;
- d. Provide standards on bug tracking system and product backlog tracking system;
- e. Training and guidance for the ITMD staff on agile methodologies and other courses as agreed by both parties;
- f. Weekly reports;
- g. Project final report;
- h. Other specific outputs as may be agreed upon

Term

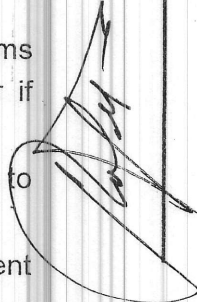
The Consultant shall be engaged for a period of **Six (6) months** starting on 10 Aug 2012 until 10 Feb 2013 unless sooner terminated by any of the parties for valid grounds and upon prior written notice at least thirty (30) days from the intended termination.

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**

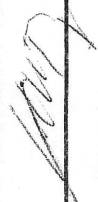


Demmel Rodolfo B. Braña

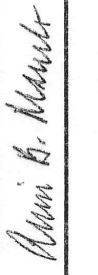


Edgar Julio A. Asuncion


Witness for Internal Details, B. Braña




Willie M. Bumacod  
Fiscal Controller IV, DRAS




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




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



Edgar Julio S. Asuncion  
SVP- Legal Sector



Lemuel Rodolfo B. Braña  
Consultant



Dr. Eduardo P. Banzon  
President and CEO

**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.

### 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 10th day of August, 2012, at Manila 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.

POF # 07-2012-165  
CAP # 2012-07-17

  
WILLIE BRAÑA



Witness for Lemuel Rodolfo B. Braña

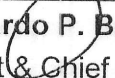
Witness for Lemuel Rodolfo B. Braña

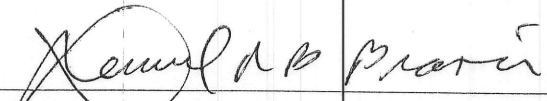
PHILIPPINE HEALTH INSURANCE  
CORPORATION

CONSULTANT

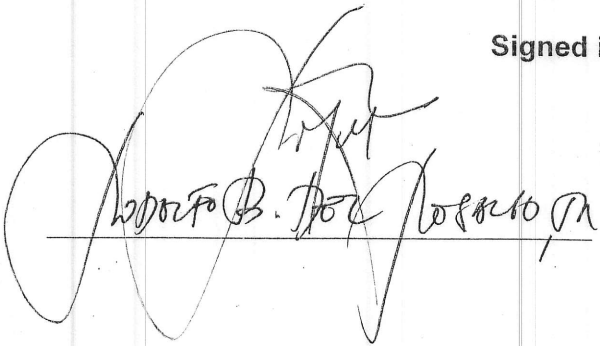
By

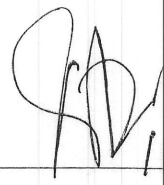
By

  
Dr. Eduardo P. Banzon  
President & Chief Executive Officer

  
Lemuel Rodolfo B. Braña  
Consultant (Software Engineer Specialist)

Signed in the presence of

  
Lemuel Rodolfo B. Braña

  
IMELDA BRAÑA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY) s.s

BEFORE ME this 17 AUG 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 **LEMUEL RODOLFO B. BRAÑA**, Consultant, exhibiting to me their respective Government I.D. Nos. 10088700, issued on October 17, 2011 at Pasig City and 33-18917853, issued on January 5, 1995 at Quezon 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 CARRIO**  
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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