

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 -

ROMMEL FERIA of legal age, and residing at No. 13 Don Diosdado Street, Don Enrique Heights, 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 necessary 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

The Consultant shall perform the following functions:

- Provide inputs for building the Corporation's enterprise architecture;
- Provide leadership in the design and development of the electronic accreditation system and the electronic claims system;
- Supervise internal staff and consultants in the development of the aforementioned system;
- Assure compliance of the aforementioned systems with the approved enterprise architecture and prevailing policies;
- Assist in application / program testing and debugging;
- Recommend a source code versioning system for use by the development teams;
- Recommend a issue tracking and product backlog tracking system for use by the development teams;

Dr. Eduardo P. Banzon
President and CEO

Rommel P. Feria
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

Rommel Feria

Atty. Siegfried E. G. Lapasaran

Witness for Rommel P. Feria

Witness for Rommel P. Feria

- h. Consult with key stakeholders to clarify program intent, identify problems and suggest changes;
- i. Recommend revisions/upgrading/enhancement of existing programs as may be required;
- j. Contribute inputs to instructions / manuals to guide end users;
- k. Institutionalize good coding practices to prevent bloated and unnecessarily large programs and maximize use of systems usage;
- l. Review work and activities of the development team and make recommendations to management on appropriate capability building programs on application development; and
- m. Ensure that all programs and systems have built-in control mechanism to prevent abuse.

The expected output/ deliverables from the Consultant:

- a. Inception Report;
- b. Fortnightly progress report on applications being developed; and
- c. Project Final Report.

2. Term

The Consultant shall be engaged for a period of **Six (6) months** starting on 01 Sept 2012 until 07 March 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.

3. 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).

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.

5. 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.

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.

Dr. Eduardo P. Banzon
President and CEO

Rommel P. FERIA
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

Noel FERIA

Marvin
Real Florido

Witness for Rommel P. FERIA

Witness for Rommel P. FERIA

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 07 SEP 2012 day of August, 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

CONSULTANT

By:

By:

Dr. Eduardo P. Banzon

Rommel Feria

President & Chief Executive Officer

Consultant (Software Engineer Specialist)

Signed in the presence of:

Francis Francisco

Noel Feria

Ref # 07-2012-172
Cof # 2012-07-26

11/17/12

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY) s.s

BEFORE ME this 07 SEP 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 **ROMMEL FERIA** Consultant, exhibiting to me their respective Government I.D. Nos. 100887 00, 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.

Doc. No.
Page No.
Book No.
Series of 2012

42
10
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NOTARY PUBLIC
RAMON CARPIO
NOTARY PUBLIC FOR PASIG CITY
APPOINTMENT NO. 63
UNTIL DEC 31, 2012
NO. 2-A ... DRIVE
KAPITAN ... CITY
ROLL OF ATTORNEYS NO. 22172
IBP LIFETIME NO. 988475/PASIG
PTR NO. 7514816/01-02-12/PASIG CITY