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 -

PERLITA E. GASMEN of legal age, and residing at 2222 La Mesa Road, Ugong, Valenzuela 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 a 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 an 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. Provide inputs for building the Corporation's enterprise architecture;
   b. Perform systems and workflow analysis and prepare documentation of the same;
   c. Perform application / program development for specific domains as may be required, including development of software updates and/or program maintenance;
   d. Perform application / program testing and debugging;
   e. Source Code Versioning;
   f. Bug Tracking and product backlog tracking system;
   g. Compile 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;

Dr. Eduardo P. Banzon
President and CEO

Perlita E. Gasmen
Consultant

Edgar Julio S. Asuncion
SVP- Legal Sector

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

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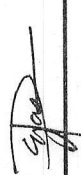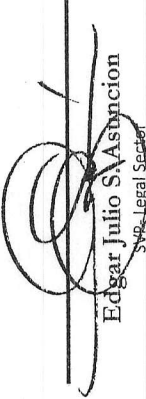OCIO

Willie M. Bumacod
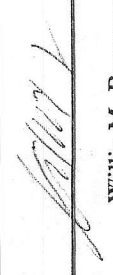Fiscal Controller IV, DRAS

Witness for Perlita Gsmen

Witness for Perlita Gasmen

h. Conduct consultations with managerial and technical personnel to clarify program intent, identify problems and suggest changes;
i. Perform revisions/upgrading/enhancement of existing programs as may be required;
j. Draft or 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. 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, especially on agile development methodologies and Scrum.

The expected output/ deliverables from the Consultant:

a. Inception Report
b. Applications with Technical Documentation
c. Source Code Versioning System
d. Bug Tracking System and Product Backlog Tracking System
e. Training and Guidance for the ITMD Staff on Agile Methodologies
f. Weekly Reports
g. Project Final Report
h. Other Specific Outputs as may be Agreed Upon

2. **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.

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 Senior Vice-President & Chief Information Officer (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-Discharge Agreement (NDA) to be issued by PhilHealth which shall form an integral part of this Agreement.

Dr. Eduardo P. Banzon
President and CEO

Perlita E. Gasmen
Consultant

Edgar Julio S. Asuncion
SVP, Legal Sector

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

Dr. Alvin B. Marcelo
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OCIO

Willie M. Bumacod
Fiscal Controller IV, DRAS

Witness for Perlita E. Gasmen

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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.

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 _7th_ 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.

PHILIPPINE HEALTH INSURANCE CORPORATION   **CONSULTANT**
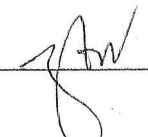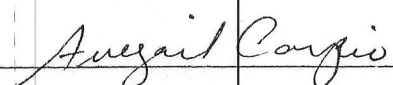
By: By:

_____   _____
DR. EDUARDO P. BANZON   **PERLITA E. GASMEN**
President & CEO   Consultant

Signed in the presence of:

_____   _____
                                                               Abigail Corpio

POF # 08-7012-182

CAA # 2012-08-07

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY CITY) s.s

BEFORE ME this _____ day of **2 8 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 **PERLITA E. GASMEN,** Consultant, exhibiting to me their respective Government I.D. Nos. __10088700__, 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. 439
Page No. 88
Book No. CCCXIX
Series of 2012.

RAMON CARPIO
NOTARY PUBLIC FOR PASIG CITY
NOTARY PUBLIC
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