

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. SHEILA A. MAGBOO of legal age, and residing at 18-19 Orange Dr. Goodwill II, Sucat, Paranaque 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

Dr. Eduardo P. Banzon
President and CEO

Ma. Sheila Magboo
Consultant

Edgar Julio S. Suncion
SVP- Legal Sec'y

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

Angelina Conjuang
Witness for Ma. Sheila Magboo

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Dr. Eduardo P. Banzon
President and CEO

Ma. Sheila Magboo
Consultant

Edgar Julio S. Asuncion
SVP- Legal Sector

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

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End-User/ Chief Information Officer.
OCIO

Willie M. Bumacod
Fiscal Controller IV, DRAS

- 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. 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 Sept. 25, 2012 until March 25, 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

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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.

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 25th day of SEPTEMBER, 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.

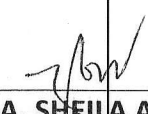
PHILIPPINE HEALTH INSURANCE
CORPORATION

CONSULTANT

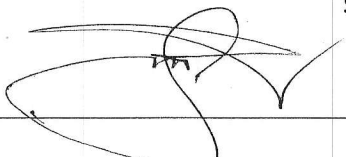
By:

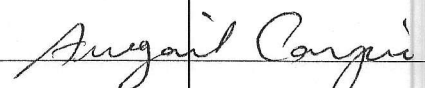
By:


DR. EDUARDO P. BANZON
President & CEO


MA. SHEILA A. MAGBOO
Consultant

Signed in the presence of:





ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY CITY) s.s

BEFORE ME this ____ day of 02 OCT 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 **MA. SHEILA A. MAGBOO**, Consultant, exhibiting to me their respective Government I.D. Nos. NDU-89-1232 issued on 4/27/02 at QUEZON CITY and ED5092121, issued on April 10, 2012 at DFA, MIA 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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Book No. 00
Series of 2012.

RAMON CARABALLO
NOTARY PUBLIC
NOTARY PUBLIC FOR PASIG CITY
APPOINTMENT NO. 63
UNTIL DECEMBER 31, 2012
NO. 2-A WEST CAPITOL DRIVE
KAPITOLAN, PASIG CITY
ROLL OF ATTORNEYS NO. 22172
IBP LIFETIME NO. 888475/PASIG
PTR NO. 7514826/01-02-12/PASIG CITY