

JOB ORDER CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The **PHILIPPINE HEALTH INSURANCE CORPORATION (PHIC)**, a government owned and controlled corporation created and existing by virtue of R.A. 7875 with office address at No. 709 Shaw Blvd., Citystate Center Bldg., Orambo, Pasig City and duly represented by Secretary of Health / Chairman of the Board and OIC-President and CEO, **HON. ENRIQUE T. ONA**

- and -

MR. JIMUEL I. PITEL, of legal age, married, with residence address at No. 087 Area 5 Luzon Ave., Matandang Balara, Diliman, Quezon City.

WITNESSETH

WHEREAS, per Office Memorandum dated October 05, 2006 by the Bids and Awards Committee of Consulting Services (BAC-CS), consultants who would be performing advisory functions which are indispensable, highly technical and confidential in nature would be hired as job order contractors;

WHEREAS, the PhilHealth Board approved the re-hiring of consultancy services of **MR. JIMUEL I. PITEL** as consultant for Comptrollership Department, for the enhancement and technical support of the PhilHealth Budget System – Phase 1 (Budget Preparation) and 2 (Budget Execution) for a period of six (6) months, subject to renewal for another six (6) months per PhilHealth Board Resolution (PBR) No. 1742 dated February 28, 2013;

WHEREAS, the contract of service of **MR. JIMUEL I. PITEL** will be as contractor for the period March 1, 2013 to August 31, 2013 in recognition for his expertise and knowledge in fiscal management processes and Information Technology and for the enhancement of the PhilHealth Budget System (PBS) Module 1 and Module 2;

WHEREAS, the enhancement of the PhilHealth Budget System (PBS) shall facilitate the following: (1) Preparing projections of expenditures using pre-defined models; (2) Preparing budget proposals by cost center and consequent consolidation of the same into pre-defined levels (i.e., Sector, Group, Corporate) using decentralized procedures; (3) Enhancing the integrated planning and budget process through sequencing and standardizing the process for developing and submitting plans and budget and the use of cost-standards and cost indicators; (4) Monitoring and ensuring that expenses are within the limits allocated for the purpose both for the PhROs and the Central Office Cost Centers; (5) Generation of real-time, user-friendly and relevant management information and reports which can be accessed anywhere thereby increasing efficiency in the entire process and (6) Documenting re-alignments/changes in activity and budget using audit trail capacities.

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

1. That the PHIC hereby contracts the services of **Mr. Pitel** for the enhancement of the PhilHealth Budget System (PBS). Deliverables based on the attached approved Terms of References (TOR) shall be completed for a period of twelve (12) months, March 1, 2013 to February 28, 2014, March 1, 2013 to August 31, 2013 as covered by this Job Order Contract and the remaining one (6) months, September 1, 2013 to February 28, 2014, to be covered by a subsequent Job Order Contract.
2. That for the services rendered, **Mr. Pitel** shall receive a remuneration of Sixty Two Thousand Five Hundred Pesos (P62,500.00) per month gross of tax which shall be released within fifteen (15) days after his submission of a certificate of services rendered and an accomplishment report;



3. That, Mr. Pitel shall facilitate and deliver the following:

Part I: Development of User Interface for Reference / Library of PBS:

- Advertising standard
- Benefit Payment assumptions
- Fidelity Bond standard
- Previous years' COB data
- Extraordinary & Miscellaneous Expense (EME) Standard
- Electricity standard rate
- Chart of Account (Expense List)
- Gasoline standard rate
- Institutional Meeting Expense (IME) Standards
- Telephone Landline standard
- Project Procurement Management Plan (PPMP) – Bids and Awards Committee (BAC) schedules
- Standard activities
- Motor Vehicle inventory
- Personal Services Wage Matrix
- Plantilla list
- Employee list
- Marketing Standard
- Medical standard rate
- National Holidays list
- Office list
- Remunerations Wage Matrix
- Contractor standard positions
- Standard supplies and equipment list
- Head Office (HO) Rental standard rate
- Training standard
- Travel Modes
- Water standard rate

Part II: Enhancement of Module I

A. Budget Preparation

- a. Budget Authorization
 - i. Development of Table structure and its User Interface (UI)
 - ii. Development of process for posting of Budget Authorization
 - iii. Beta Testing for this Module
- b. Continuing Appropriations
 - i. Development of Table structure and its User Interface (UI)
 - ii. Development of process for Continuing Appropriations Budget Proposal which includes: data entry, evaluation and recommendation/approval component,
 - iii. Beta Testing for this Module
- c. Trust Fund
 - i. Development of Table structure and its User Interface (UI)
 - ii. Development of process for posting of Trust Funds for monitoring.
 - iii. Beta Testing for this Module
- d. Budget Allocation Criteria
 - i. Development of Table structures and its User Interface (UI)
 - ii. Includes data entry layouts for Targets

- iii. Includes computations of Regional down to Local Health Insurance Offices (LHIOs) Budget Allocation as Baseline for Budget Preparation
- iv. Beta Testing for this Module

B. Evaluation / Override

- a. Development of User Interface (UI) for Evaluation of Continuing Appropriations Proposal;
- b. Development of evaluation tool, for Regular COB and Continuing Appropriations, of Plans vs. Object of Expenditures vs. Activities per Sub-Committee as identified by the PBC:
 - i. Marketing and Collection
 - ii. Benefit and Quality Assurance
 - iii. Marketing and Communication
 - iv. Information Systems
 - v. Recruitment, Training and Organizational Development
 - vi. Infrastructure Development and Physical Resources Management
- c. Development of Equipment Inventory List as part of PBS Reference Tables for purposes on Evaluation of proposed equipment;
- d. Report Generation
 - i. Generation of Reports, consolidated, per PhilHealth Regional Offices (PROs) /units; per Cost Center, per level of Evaluation

Part III: Enhancement of Module II

A. Development of Personnel Movement Inventory

- a. Development of Table structure and its User Interface (UI)
 - b. Includes data entry layouts for posting of personnel movement
 - c. Beta Testing for this Module
4. That Mr. Pitel shall submit a monthly accomplishment report or at any time as may be required by the President and CEO, a written report on the status or progress of the work assigned to him during the term of this job order contract;
 5. That Mr. Pitel shall report directly to the Senior Vice President for Fund Management Sector (SVP-FMS) and/or to the Planning and Budget Committee (PBC) thereof, as may be allowed or required by the SVP-FMS, whether personally or through other permissible means of communication;
 6. That Mr. Pitel shall be entitled to reimbursement of travelling expenses when issued an Official Business Slip or Travel Order/Authority;
 7. That in the performance of his duties and responsibilities, Mr. Pitel shall course all request for information, documents and personnel action through the Comptrollership Department;
 8. That Mr. Pitel shall fully document and turn-over to PhilHealth at no additional cost the ownership of the source codes and executable programs of all the application/systems developed as well as any hardware or software that has been configured or customized for the project, the settings, configuration, scripts, codes, or passwords used;
 9. That Mr. Pitel shall for purposes of system development and enhancement shall work on the test environment of ITMD only and that upon acceptance and implementation of the system will be transferred to the production environment;

9. That Mr. Pitel guarantees that the services performed are free from patent and latent defects and shall function according to the objectives for which the services were contracted and undertakes to address and fix the said defects should any arises within a period of twelve (12) months from acceptance;
10. That Mr. Pitel attests that he is not related within the third civil degree of consanguinity or affinity of any of the following: a) appointing authority; b) recommending authority; c) Chief of the Office, d) person exercising immediate supervision over him and that he has not been previously dismissed from government service by reason of an administrative offense;
11. That, this Contract may be terminated at the instance of any of the parties hereto upon service of a written notice of termination by one to the other party at least fifteen (15) days prior to the intended date of termination;
12. That it is understood that this contract does not create an employer-employee relationship between the contractor and PHIC, that the services rendered hereunder are not considered and will not be accredited as government services and that the latter is not entitled to benefits enjoyed by the regular personnel of the PHIC.

IN WITNESS HEREOF, the parties have hereunto set their hands this _____ day of _____, 2013.

PHILIPPINE HEALTH INSURANCE CORPORATION

BY:

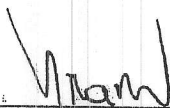


HON. ENRIQUE T. ONA, MD
Secretary of Health / Chairman of the Board
and OIC-President and CEO

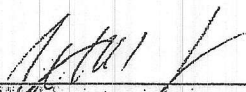


MR. JIMUEL I. PITEL
Contractor

Signed in the presence of:



MR. VAL S. VALILA
Senior Vice President
Fund Management Sector



WILLIE M. BUMACOD
Fiscal Controller IV
Comptrollership Department

POF # 05-2013-150

CAF # 2013-05-09

ACKNOWLEDGMENT


REPUBLIC OF THE PHILIPPINES)
PASIG CITY) S.S.

Before me this 24 JUN 2013, 2011 in PASIG CITY, Philippines personally appeared **HON. ENRIQUE T. ONA**, in his capacity as Secretary of Health / Chairman of the Board and OIC-President and CEO of the Philippine Health Insurance Corporation and **MR. JIMUEL I. PITEL**, exhibiting to me their respective Community Tax Certificate Nos. _____, issued on _____ at _____ and CCI2012-00352626, issued on _____ at Batangas City, known unto me to be the same persons who executed the foregoing Job Order Contract and acknowledged that the same is their voluntary act and deed.

This instrument consisting of three (3) pages including the page, on which this acknowledgement is written has been signed hereof.

Witness my hand and seal on the date and place first above written.

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Book No. 21
Series of 2013


ATTY. CRISTINA DIAZ
Notary Public for Pasig
Taguig, San Juan and Pareros
Until 31 Dec 2014
Appointment No. 18 (2013-2014)
4th Flr. Citystate Centre
709 Shaw Blvd., Pasig City
Roll No. 52308
IBP No. 906584; 20 Nov. 2012; Rizal
PTR No. 8410622; 2 Jan. 2013; Pasig
MCLE Compliance IV - 0005253; 13 April 2012

NOTARY PUBLIC
Until _____
PTR No. _____
IBP No. _____
ROLL No. _____



