

**CONTRACT FOR CONSULTANCY SERVICES**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract for Consultancy Service is made and entered into by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION**, a government-owned and controlled corporation duly organized and existing by virtue of R.A. 7875, as amended by RA 9241 and 10606, with principal office at 709 Citystate Center, Shaw Blvd., Brgy. Oranbo, Pasig City, herein duly represented by the President and Chief Executive Officer, **ALEXANDER A. PADILLA** (hereinafter referred to as **"PHILHEALTH"**);

- and -

**MR. ANGELITO S. ABANDO**, Filipino, married, of legal age, with residential address at #3901 Pioneer Highlands, Mandaluyong City (hereinafter referred to as the **"CONSULTANT"**).

**WITNESSETH, That:**

**WHEREAS**, Section 16 (n), Article IV, of RA 7875, as amended by Section 16 of Republic Act No. 10606 provides that the Corporation shall have the power to *"organize its office, fix the compensation of and appoint personnel as may be deemed necessary and upon the recommendation of the President of the Corporation"* which includes the power to hire non-regular personnel in pursuit of the goals and objectives of the National Health Insurance Program (NHIP);

**WHEREAS**, Universal Health Care aims to ensure the health and well-being of all Filipinos, especially the poor, by providing them financial risk protection through enrollment in PhilHealth, better access to quality health services provided by well-equipped health care facilities throughout the country, and assurance that priority health care like maternal and child health services and treatment of common public health problems are adequately treated and controlled.

**WHEREAS**, these three major reform thrusts would require information technology in order to capture the data related to PhilHealth membership, collection of premium, health services utilization, health care services rendered by PhilHealth accredited providers as well as the public health service delivery network that provides priority public health program.

**WHEREAS**, these voluminous data must be processed and organized into useful information for the management of PhilHealth and made available to DOH, the Office of the President, NEDA, DBM, DOF, the Congress and other related agencies. Likewise, these synthesized data are also critical for public information and dissemination and a digital mechanism and optimal IT processes must also be in place to store, maintain, update and share data and information.

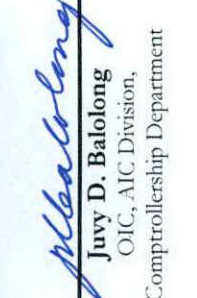
**WHEREAS**, considering that universal health coverage means ensuring financial risk protection as well as providing access to health services for all Filipinos, it is imperative to establish a responsive and streamlined information technology infrastructure/processes that will generate organized information for the leadership and management of PhilHealth and its partners.

  
Alexander A. Padilla  
President and CEO

  
Angelito S. Abando  
Consultant

  
Edgar Julio S. Asuncion  
Senior Vice President, Legal Sector

  
Jovita V. Aragona  
Senior Vice President,  
Chief Information Officer

  
Juvy D. Balolong  
OIC, AIC Division,  
Comptrollership Department

Witness

  
Witness

**WHEREAS**, it is also critical to establish the PhilHealth's IT infrastructure and systems to support optimal data sharing and management with other related national agencies like DOH, NEDA, DBM, DSWD, DILG, among others. Finally, such IT system must generate robust and complete information to further fuel evidence-based reform efforts.

**WHEREAS**, the Terms of Reference specifically details the scope of work for an IT Consultant for essential IT process improvements and optimal analytics/data utilization in support of aforementioned imperatives and key needs. The work of the consultant shall be overseen by the Office of the President in consonance with the Office of the Chief Information Officer (CIO).

**NOW, THEREFORE**, for and in consideration of the foregoing circumstances, the parties have mutually agreed to the following terms and conditions:

**1. Services**

The Consultant shall undertake and perform the following functions:

- a) Assess key IT process, needs/challenges.
- b) Collaborate with IT and Business in identifying and prioritizing key IT process as candidates for process re-engineering or improvements.
- c) Propose the optimal re-engineering and/or improvement scope and approach, and obtain appropriate management approvals.
- d) Assess key data management & analytics needs and current state of relevant IT activities/environment
- e) Collaborate with Business and IT in identifying and prioritizing data management and analytics focus areas.
- f) Propose the optimal data management and/or analytics scope and approach, and obtain appropriate management approvals.
- g) Implement the Process Re-engineering Phased Approach by providing knowledge, training, direction, and guidance to the Process Re-engineering Team that shall be created by the Chief Information Officer.
- h) Provide UHC/Tsekap support including conceptual, process, logical design, analytics, and overall solution assessment.
- i) Provide support to eHealth cluster (TWG and expert groups) relevant to PHIC needs.
- j) Other assignments as may be instructed by the President and CEO.

**2. Term**

The Consultant shall be engaged for a period of five (5) months, with potential for renewal as needed, commencing on August 1, 2015 and expiring on December 31, 2015.

This Contract may be terminated at the instance of any of the parties upon service of a written notice of termination at least fifteen (15) days prior to the intended date of termination.

**3. Compensation**

The Consultant shall be compensated in the amount of **Seventy Five Thousand Pesos (Php75,000.00) per month gross of tax** payable by PhilHealth based on the terms of payments for each of the following deliverables:

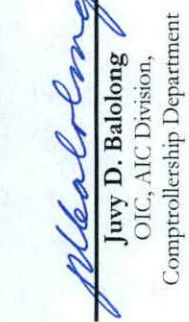
#	Activities	Month	Deliverables
1	Develop the planned approach and deliverables for implementing the project.	Month 1	Inception Report
2	Assess key IT process needs/challenges.	Month	Process Re-


  
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President and CEO

  
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Consultant

  
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Senior Vice President, Legal Sector

  
Jovita V. Aragona  
Senior Vice President,  
Chief Information Officer

  
Juvy D. Balolong  
OIC, AIC Division,  
Comptrollership Department

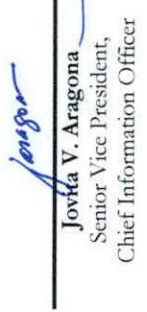
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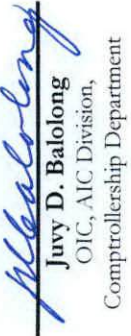
#	Activities	Month	Deliverables
	Collaborate with IT and/Business in identifying and prioritizing key IT process as candidates for process re-engineering or improvements. Propose the <i>optimal re-engineering and/or improvement scope and approach</i> , and obtain appropriate management approvals.	2	engineering Phased Approach Report
3	Assess key data management & analytics needs and current state of relevant IT activities/environment. Collaborate with Business and IT in identifying and prioritizing data management and analytics focus areas. Propose the <i>optimal data management and/or analytics scope and approach</i> , and obtain appropriate management approvals.	Month 3	Integrated Data Management Approach Report
4	Implement the Process Re-engineering Phased Approach (PRPA) by providing knowledge, applicable training, direction, and guidance to the Process Re-engineering Team that shall be created by the Chief Information Officer.	Month 4	Implementation Report of the PRPA
5	Provide UHC/Tsekap support including conceptual, process, logical design, analytics, and overall solution assessment. Provide support to eHealth cluster (TWG and expert groups) relevant to PHIC needs.	Month 5	Technical Assistance Report to the eHealth Cluster and UHC/TseKAP
6	Develop the Project Terminal Report reflecting the activities carried out under this project, summary of results, and recommendations resulting from the project and activities to follow through.		Project Final Report and Presentation to the Chairperson/Board of Directors and PhilHealth Management

  
Alexander A. Padilla  
President and CEO

  
Angelita S. Abando  
Consultant

  
Edgar Tulo S. Asuncion  
Senior Vice President, Legal Sector

  
Jovita V. Aragona  
Senior Vice President,  
Chief Information Officer

  
Juvy D. Balolong  
OIC, AIC Division,  
Comptrollership Department

  
Chairperson/Board of Directors  
Witness

In cases of local travels where the Consultant's presence is highly needed to make presentations or provide inputs to consultative meetings, workshop or similar activities, the travelling expenses shall be charged to the approved Corporate Operating Budget (COB) for CY 2015 of the Office of the Chief Information Officer (OCIO).

**4. Program Administration**

The Consultant will report directly to the President & CEO in close coordination and collaboration with the Office of the CIO. The President & CEO upon recommendation of the Chief Information Officer (CIO) will approve notices and acceptance of deliverables, activities and other related tasks.

The Office of the CIO as well as Corporate Planning Department, Health Finance Policy Sector and Membership Management Group will provide the relevant information and materials and other technical resources to guide the Consultant in the accomplishment of his specific tasks.

**5. Performance**

The Consultant is expected to perform his duties faithfully and to the best of his ability, and to comply with the scope of work with the highest standards of professional and ethical competence and integrity.

The Consultant shall submit and comply with the performance security as prescribed under Section 39.2 of R.A. 9184, to wit:

The performance security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Goods and Consulting Services - Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Infrastructure Projects - Ten percent (10%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%)
d) Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

**6. 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.

**7. 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 Contract. 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.

**8. PhilHealth's No Gift Policy**

The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which is deemed incorporated into this Contract. No PhilHealth personnel shall solicit, demand or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

**9. Entire Agreement and Amendments**

This document constitutes the entire agreement between the PhilHealth and the Consultant, the provisions of which supersede any and all prior negotiations, understanding, or contracts relating to the same subject matter.

Alexander A. Padilla  
President and CEO

Angelito S. Abando  
Consultant

Edgar Julio S. Asuncion  
Senior Vice President, Legal Sector

Jovita V. Aragona  
Senior Vice President,  
Chief Information Officer

Juvy D. Balolong  
OIC, AIC Division,  
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Any revision or amendment of this Agreement shall require the written consent of all parties.

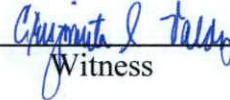
IN WITNESS WHEREOF, the parties have hereunto set their hands this day of DEC 28 2015, 2015, at PASIG CITY, Philippines.


  
**ALEXANDER A. PADILLA**  
President & CEO

  
**ANGELITO S. ABANDO**  
Consultant


Signed in the presence of:

  
**EDGAR JULIO S. ASUNCION**  
Senior Vice President,  
Legal Sector

  
Witness

  
**JOVITA V. ARAGONA**  
Senior Vice President  
Chief Information Officer

Witness

  
**JUVY D. BALOLONG**  
Fiscal Controller IV/OIC, AICD  
Comptrollership Department

**ACKNOWLEDGEMENT**

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

Before me this DEC 28 2015 day of 2015 in **PASIG CITY**, Philippines personally appeared **ATTY. ALEXANDER A. PADILLA**, in his capacity as President & Chief Executive Officer of the Philippine Health Insurance Corporation, and **MR. ANGELITO S. ABANDO**, Consultant, exhibiting to me their respective Government-issued ID No. \_\_\_\_\_, issued on \_\_\_\_\_ at \_\_\_\_\_ and No. \_\_\_\_\_, issued on \_\_\_\_\_ at \_\_\_\_\_, known unto me to be the same persons who executed the foregoing Contract and acknowledged that the same is their voluntary act and deed.

This instrument consisting of six (6) 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.

*Mirma Cruz-Saruca*  
**MIRMA CRUZ-SARUCA**  
**NOTARY PUBLIC UNTIL 12-31-2016**  
**NOTARY PUBLIC**  
ROLL NO. \_\_\_\_\_  
MCLE COMPLIANCE NO. 0005249  
PTR NO. 0387075-1-B PASIG CITY  
IBP NO. 976076/10-23-14  
PASIG CITY / RIZAL CHAPTER

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Series of 2015.

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