



July 24, 2017

PHILHEALTH CIRCULAR No.2017 - 0027

то

HEALTH ALL CARE INSTITUTIONS, HEALTH CARE PROVIDERS, HEALTH INFORMATION TECHNOLOGY PROVIDERS OR SERVICE PROVIDERS, PHILHEALTH NATIONAL AND REGIONAL OFFICES, LOCAL HEALTH INSURANCE OFFICES, AND OTHER CONCERNED

 SUBJECT :
 Software Certification for the Unified PhilHealth Electronic Claims

 System Using Electronic Medical Record (UPECS-EMR)

I. RATIONALE

PhilHealth has issued PhilHealth Circular No. 2016-0016 to scale up the implementation of the Electronic Claims System (eClaims) through the outsourced services of the Health Information Technology Providers (HITPs) to ensure that core processes for claim transactions are performed with utmost efficiency and reduced cost. There are Health Care Institutions (HCIs) that have the capability to directly transmit claims data, documents, and other requirements to PhilHealth from their existing Hospital Information Systems (HIS) or Electronic Medical Record (EMR) system.



PhilHealth Board Resolution No. 2257, s. 2017 - Moving forward from Electronic Claims System Using Health Information Technology Providers to the Unified PhilHealth Electronic Claims System using Electronic Medical Record (UPECS-EMR) approved the following: (1) change of name of eClaims using HITPs to UPECS-EMR and two (2) models of implementation, i.e. outsourced and direct transmission; (2) to realize the benefits of the models, PhilHealth is opening an HIS/EMR Certification where the software is verified as to its compliance to the standard claims transmission and other applicable requirements of PhilHealth; and (3) transmission cost is no longer applicable but more of a service cost as agreed upon by the HCIs and service providers.

With the board's approval on opening of an HIS/EMR Certification, this issuance is hereby created to conform to the requirements.

II. OBJECTIVES

This Circular sets the general and specific guidelines to ensure proper and efficient management of the software certification process for the UPECS-EMR.

III. DEFINITION OF TERMS

Services or transmit data for all case rates, special packages or Z-Benefits, outpatient benefit and others as defined by PhilHealth.	patient benefit packages,
---	---------------------------





- В. Electronic Medical Electronic record of health-related data : ٥r Record (EMR) information about the patient or individual that can be created, gathered, managed, and consulted by authorized health care providers in a health care institution or facility.
- C. Hospital Information A comprehensive and/or integrated information : System (HIS) system designed to manage all aspects of hospital's operations like admission, billing, medical record, financial, ancillary services or revenue centers, among others.
- D. In-housed Software A computer software that is done or developed within the health care institution. Developed
- Purchase of a computer software, solution, or E. Outsourced : product from an outside source like service provider.

care institutions.

- F. PhilHealth's Ticketing A computer software used by PhilHealth to manage : and maintain lists of queries, questions, issues, System concerns, and/or problems coming for the health
- G. Service Provider :
 - Software developers, organizations, firms, companies, vendors, businesses or individuals which offer information technology solutions, products, or services to others in exchange for payment. Health Information Technology Providers are considered as service providers.
- H. Software Certification : Set of things like schedule of software certification orientation, guides like PhilHealth eClaims Kit (SCK) Implementation Guide (PeCIG), instructions, specifications, and other applicable references for certification.
- I. Software Solution A computer software used to satisfy the needs or : requirements of a health care institution and that of PhilHealth requirements.
 - software Programming Interface, Transporter Application solution, product, or the like that allows extracted data from a hospital information system or electronic medical record system to be electronically transmitted to PhilHealth.



Ţ.







IV. SCOPE

- A. Software Certification shall be open to all HCIs who have in-house developed or outsourced software solutions or products like HIS or EMR system.
- B. Software solution shall include HIS, EMR system, transporter, or other computer software that meet the requirements of PhilHealth's data collection services.
- C. Data collection services shall include the applications needed to collect data for membership, claims processing, and others from hospitals, rural health units, and other health care institutions or facilities.

V. GENERAL GUIDELINES

- 1. PhilHealth shall implement software certification to verify if the HCI's software solution for submitting claims data, images, files, and other requirements conforms to the specifications of the UPECS-EMR. The software solution can be in-house developed or outsourced.
- 2. PhilHealth shall no longer facilitate the accreditation of HITPs including the renewal of HITPs who previously passed the accreditations.
- 3. Software Certification shall be based on data collection services as defined by PhilHealth. Certifications shall be given for each data collection requirement and effective on the specified date in the certificates. It shall continue to be in effect until such time that updates or new versions are released by PhilHealth.
- 4. Only outsourced software solution endorsed by HCI shall be accepted for certification by PhilHealth. Service providers shall not be allowed to apply directly to PhilHealth without an HCI.
- 5. HCI shall be issued the SCK that contains schedule of software certification orientation, guides like PhilHealth eClaims Implementation Guide (PeCIG), instructions, specifications, and other applicable references for certification.
- 6. Software Certification shall have two (2) stages of testing. Stage 1 is done by the PhilHealth Regional Office (PRO) where the HCI applied, and Stage 2 is the final verification done by the Information Technology Management Department (ITMD) under the Office of the Chief Information Officer (OCIO).
- 7. Software Certification shall undergo updates depending on PhilHealth's specifications. HCI's software solution whether in-house or outsourced shall ensure compliance thereto.
- 8. A certified outsourced software solution that was endorsed by an HCI shall not undergo another certification if it will be used by another HCI. It shall be the responsibility of the HCI to ensure that a copy of the Software Certification shall be provided to the facility and that the service provider is a legitimate individual or company. HCI engaging foreign







individual/company shall ensure that there is a local counterpart who shall be liable and responsible should problems are encountered in the implementation.

- 9. Updates in reference materials like documents, manuals, forms, kits, technical guides and instructions, and the like shall be released in the form of Advisories and posted in the official portal of PhilHealth (<u>https://www.philhealth.gov.ph</u>). Email messages shall also be sent to the HCIs' official email accounts.
- 10. PhilHealth shall suspend the software certification of the HCI upon written notice, and effective as of the date specified in such notice on the following causes: a. inability of the HCI's software solution to meet the requirements of PhilHealth in an operational environment; b. non-compliance to the policies, procedures, and/or methods; c. breach of any of the terms of the Software Agreement; and d. other causes that are detrimental as determined and analyzed by PhilHealth.
- 11. The HCI with suspended software certification shall perform remedial actions within fifteen (15) working days in order for PhilHealth to consider lifting the suspension. The right of the HCI to transmit the required data to PhilHealth shall be then suspended upon the effective date of its suspension until lifted.
- 12. PhilHealth shall revoke the software certification if the HCI failed to complete the remedial actions. The HCI shall apply again for software certification using another software solution if remedial actions are no longer doable.

VI. SPECIFIC GUIDELINES

The following specific guidelines apply to all HCIs who shall undergo software certification:

A. Application for Software Certification

1. HCI shall download the Software Certification Forms (SCFs) via PhilHealth Portal (<u>https://www.philhealth.gov.ph/downloads/</u>). The SCFs are as follows:

– Annex B

- a. Software Certification Application Form Annex A
- b. Non-disclosure Agreement
- c. Software Certification Agreement Annex C
- 2. HCI shall completely fill out the SCFs.
- 3. HCI shall submit the filled-out SCFs to the PhilHealth Regional Office (PRO) that has jurisdiction over the facility. HCI shall be informed by the PRO if the submitted SCFs are complete or there are missing items that have to be completed. Incomplete SCFs shall be returned back to the HCI.
- 4. HCI shall only receive the SCK once the SCFs are complete. The SCK includes . schedule of software certification orientation, guides like PhilHealth eClaims Implementation Guide (PeCIG), instructions, specifications, and other applicable references for software certification.









B. Software Development/Updating

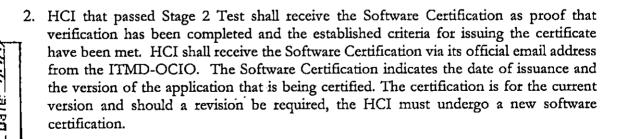
- 1. HCI shall attend the scheduled orientation and develop or update its software solution based on the PeCIG found inside the SCK. HCI shall consult the PRO for queries, issues, concerns, and/or problems via PhilHealth's Ticketing System for proper logging, actions, and monitoring.
- 2. HCI shall extensively test its software solution to verify compliance to PhilHealth's requirements.

C. Software Certification Tests

- 1. HCI shall request a schedule to undergo Stage 1 Test from the PRO after software development or updating. Scheduling of Stage 1 Test by the PRO is on first-come, first-served (FCFS) basis and HCI shall be given options on how to take the test, i.e. on the premise of the PRO or via video conferencing.
- 2. PhilHealth, together with the HCI and/or service provider, as applicable, shall undergo Stage 1 Test following the standard procedures as provided in the SCK or updates, as deemed necessary.
- 3. HCI shall be able to know if its software solution passed or failed the Stage 1 Test. HCI can update its software solution if it failed the test and request for another schedule of testing.
- 4. HCI's software solution that passed Stage 1 Test shall be endorsed by the PRO to the ITMD-OCIO for Stage 2 Test, i.e. verification involving security checks, backend data checking with the database, and other measures to verify the test result. The presence of the HCI and/or service provider shall no longer be needed.

D. Issuance of Software Certification

1. HCI shall be informed via email by the ITMD-OCIO if it passed or failed Stage 2 Test. In case of failure, the HCI can opt to update again its software solution or cease to undergo certification. If the HCI decides to update its software solution, it shall undergo Stage 1 Test again.









VII. REPEALING CLAUSE

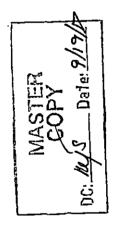
This Circular shall supersede PhilHealth Circulars No. 038 s. 2012 – Accreditation of Health Information Technology Providers (HITPs). All other existing issuances inconsistent with this Circular are hereby repealed and/or amended accordingly.

VIII. EFFECTIVITY

This Circular shall take effect starting August 15, 2017.

DR. CELESTINA MA. JUDE P. DELA SERNA Interim/OIC President and CEO

Date Signed: 9/13/17





PhilHealth Your Partmer in Health	SOFTWARE CERTIFICATION APPLICATION	N FORM	Reference # Application		
1 Name					
2 Address		-			
3 PhilHealth Accreditation No.			7 Cellph	one No.	
4 Name of Head / Representative			8 Landli	ne No.	
5 Designation of Head / Represen	itative			Address for cation	
6 Software Solution Type (Please che	ck) 🗍 In-H	Iouse Developed	Outsourced	l	
II. SERVICE PROVIDER	INFORMATIO	N (FOR OUTSC	URCED SOFT	VARE SOLUT	TION ONLY)
10 Name of Outsourcing Company	y				
11 Business Address					
12 Name of Business Owner/ Aut Representative	horized		14 Cont	act No.	
13 Designation of Head / Represe	entative		15 Ema	il Address	
16 PhilHealth Individual Number PhilHealth Employer Number (
III. SOFTWARE SOLUTIO	N (FOR IN-HOU	SE AND OUTSO	URCED SOFT	WARE SOLU	CION)
17 Data Collection Services Applie (Please click applicable services)	Anin Dial Mat Z-B Oth	lysis Package ernal-Care Packa	ent Package 🗌 O 19 O 19 O 19 P 19 Vo	utpatient Mal B-Dots Packa	/AIDS Treatment Package aria Package
The UNDERSIGNED hereby cer 1. I am the official officer or to apply for Software Cert 2. I am endorsing the name 3. All the above information	r representative of th ification in PhilHea d service provider in	lth and receive er Item II – Service	nail notifications Provider, if appl	from PhilHea icable.	ion Information, authorized lth.
Name and Signature of HCI Hea	d/Authorized Repre	esentative			Date Signed
TC) BE FILLED U	P BY PHILH	EALTH PERS	ONNEL	
Received By: (Name and Signature)		Date Received		Time Received	🗆 am 🗆 pm
		Page 1 of 2 of Ani	nex A - Software Cer	tification Applica	tion Form (as of July 2017)
teamphilhealth www.faceb	ook.com/PhilHealth		ube.com/teamphilhca	ith ad	ctioncenter@philhealth.gov.ph

, -

teamphilhealth

www.facebook.com/PhilHealth

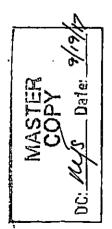
1 ļ

BACK PAGE OF ANNEX - A

 $\left(\begin{array}{c} \end{array} \right)$

``. . : · · · · .

	GUIDELINES IN FILLING	OUT THE SOFTWARE APPLICATION FORM
1	Name	Name of the HCI that appears in its accreditation
2	Address	Complete address of the HCI that appears in its accreditation
3	PhilHealth Accreditation No.	Number that appears in its accreditation
4	Name of Head / Representative	Complete name of the HCI Head like Chief of Hospital. The HCI Head may have authorized representative in his behalf.
5	Designation of Head / Representative	Title of the HCI Head or authorized representative
6	Software Solution Type	In-house refers to a computer software that is done or developed within the health care institution; Outsourced refers to the purchase of a computer software, solution, or product from an outside source like service provider.
7	Cellphone No.	Cellular phone number of the HCI
8	Landline No.	Telephone number of the HCI
9	Email Address for Notification	Email address of the HCI where notifications or messages can be sent
10	Name of Outsourcing Company	Name of service provider if software solution is outsourced
11	Business Address	Complete address of the service provider
12	Name of Head / Representative	Complete name of the Head or authorized representative of the Service Provider
13	Designation of Head / Representative	Title of the Head or authorized representative of the service provider
14	Contact No.	Cellphone Number and/or landline number of the service provider
15	Email Address	Email address of the service provider
16	PhilHealth Employer Number (PEN)	The assigned PEN of the service provider
17	Data Collection Services Applied For	Services used by the health care institutions to submit or transmit data for all case rates, special benefit packages or Z-Benefits, outpatient benefit packages, and others as defined by PhilHealth.
18	Name/Title	Name or title of the system or software to be verified
19	Version No.	Version reference number or code of the system or software to be verified



Page 2 of 2 of Annex A - Software Certification Application Form (as of July 2017)

.



This Non Disclosure Agreement (NDA) is for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below:

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" is defined in accordance with PhilHealth Circular No. 29 s-2015 which provides as follows:

Confidential information includes, but is not limited to, protected health information, personal financial information, patient records, or information gained from committee meetings, hospital or facility visits during accreditation and investigation, inquiries from members, patients or other PhilHealth employees and partners. The definition is further expanded to include the followina:

- Member and their dependents' personal and financial information including photographs and biometric identifiers, such as retinas or iris scans, fingerprints, voiceprints, or scan of hand for face geometry;
- Privileged health information, such as patient records, medical diagnoses, medical procedures, and related documents: and
- Personal information of accredited health care professionals and providers, except those relating to the delivery of services or practice of profession, such as provider or clinic addresses, accreditation status, or duration of accreditation.
- 2. Obligations of Partner. Partner shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Corporation. In this regard, as a partner, I agree that:
 - > I WILL uphold the Corporation's commitment towards the confidentiality and privacy of the above-mentioned confidential information at all times;
 - I WILL only access information that I need in the performance of my assigned tasks and duties; \triangleright
 - \triangleright I WILL keep my user account such as username and password secret and I will never share this information with anvone:
 - \triangleright 1 WILL be accountable for my use or misuse of confidential information:
 - WILL report any unauthorized use of disclosure of confidential information. \triangleright
 - \triangleright I WILL hold and maintain all confidential information in trust and confidence and shall use reasonable efforts to protect them from any harm, tampering, unauthorized access, sabotage, exploitation, manipulation, modification, interference, misuse or misappropriation;
 - ≻ I WILL NEITHER use these confidential information for my own benefit NOR give, review, publish, sell, copy, dispose or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Corporation;
 - ≻ I WILL NOT use anyone else's user account to access any PhilHealth information system;
 - I WILL NOT disclose any confidential information if I am no longer connected with PhilHealth; and ≻
 - ۶ I KNOW that confidential information I learn in the job is a result of providing contracted services and does not belona to me.

I fully understand the concepts regarding confidentiality and privacy of confidential health information. In addition, I also know and agree that my failure to fulfill any of the agreements set forth in this Agreement and/or my violation of any terms of this Agreement shall result in my being subject to appropriate disciplinary and/or legal actions including termination of employment.

	5/6		Signature:			Date Signed:	
国と	Date:		Print Full Name:				
5 P D D	ä		Office:		Position:	· · · ·	
A N N N	2	n Duplic		are of Immediate Supervisor (if applicable):	· · · · · · · · · · · · · · · · · · ·	Date Signed:	
	DC:	(1)		ogy Management Department			

- Legal Sector (2)
- (3) **Risk Management Department**

Page 1 of 1 of Annex B - Non-Disclosure Agreement (as of July 2017)

SOFTWARE CERTIFICATION AGREEMENT

Note:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BELOW. ACCEPTING THESE TERMS IS THE FIRST STAGE TO ATTAIN SOFTWARE CERTIFICATION. IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, YOU SHOULD SIGN THE SIGNATURE AT THE BOTTOM OF THIS AGREEMENT.

I. <u>PURPOSE</u>

The Philippine Health Insurance Corporation ("PhilHealth") is a government owned and controlled corporation created and existing by virtue of Republic Act 7875, otherwise known as the "National Health Insurance Act of 1995". PhilHealth continues to constantly innovate in order to meet the challenging demands of the local and global health concerns of Filipinos.

PhilHealth grants software certification as a status achieved by an HCI with respect to using a software solution that conforms to the claims requirements of PhilHealth. The software solution can be in-house developed or outsourced to a service provider.

With the certification granted to an HCI, the institution agrees to be legally bound by the terms and conditions contained in this Software Certification Agreement (SCA).

II. **DEFINITIONS**

Α	Data Collection Services	:	Services used by the health care institutions to submit or transmit data for all case rates, special benefit packages or Z-Benefits, outpatient benefit packages, and others as defined by PhilHealth.
В	In-house Developed	:	A computer software that is done or developed within the health care institution.
С	Outsourced	:	Purchase of a computer software, solution, or product from an outside source like service provider.
D	Service Provider	:	Software developers, organizations, firms, companies, vendors, businesses or individuals which offer information technology solutions, products, or services to others in exchange for payment. Health Information Technology Providers are considered as service providers.
E	Software Certification Kit	:	Set of things like schedule of software certification orientation, guides like PhilHealth <i>eClaims</i> Implementation Guide (PeCIG), instructions, specifications, and other applicable references for certification.
F	Software Solution	:	A computer software used to satisfy the needs or requirements of a health care institution and that of PhilHealth requirements.

I. SOFTWARE CERTIFICATION

- 1. In order to obtain and maintain the Software Certification, the HCI shall:
 - a. Follow the application process and meet all the requirements as specified in PhilHealth Circulars, advisories, and/or other issuances. PhilHealth reserves the right to change the requirements at any time and the HCI shall be properly informed.

Page 1 of 4 of Annex C - Software Certification Agreement (as of July 2017)

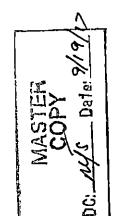
- b. Execute or accept the terms of this SCA and any updates or new versions to such SCA at such times as PhilHealth shall require.
- 2. PhilHealth shall issue a Software Certification as evidence once the HCI has met the requirements and passed the software testing, including the acceptance of this SCA,.
- 3. Software Certification shall be based on data collection services as defined by PhilHealth. As such, certifications shall be given for each data collection requirements and shall only expire if there are updates or new versions.

IV. TERM AND TERMINATION

This Agreement becomes effective when the HCI submits the requirements for application. The Software Certification shall become effective on the specified date in the certificate and shall continue to be in effect until such time that updates or new version is released by PhilHealth.

V. <u>SUSPENSION OF CERTIFICATION</u>

- 1. PhilHealth shall suspend certification of the HCI, upon written notice, and effective as of the date specified in such notice. Causes of Software Certification suspension shall be any of the following:
 - a. The quality of the HCI's software solution in an *operational environment* does not meet the requirements as set forth or defined by PhilHealth.
 - b. The HCI failed to follow the policies, procedures, and/or methods as specified by PhilHealth.
 - c. The HCI disclosed the know-how, information obtained during the certification process, and contents of the Software Certification Kit.
 - d. The HCI is in breach of any of the terms of this Agreement and failed to cure such breach within fifteen (15) working days after receipt of the written notice from PhilHealth.
 - e. Other causes as determined and analyzed by PhilHealth that is detrimental to the institution.
- 2. The right of the HCI to transmit claims data and other requirements to PhilHealth shall be suspended upon the effective date of its suspension until lifted. The HCI, within fifteen (15) working days, shall perform remedial actions in order for PhilHealth to consider lifting the suspension.
- 3. PhilHealth shall revoke the software certification if the HCI failed to complete the remedial actions. The HCI shall apply again for software certification using another software solution if remedial actions are no longer doable.



Page 2 of 4 of Annex C - Software Certification Agreement (as of July 2017)

VI. <u>CONFIDENTIALITY</u>

- 1. The HCI agrees to retain in confidence all know-how and information obtained during the certification process and during the tenure as certified. Contents of the Software Certification Kit are confidential and disclosure of any such information will compromise the integrity of PhilHealth systems.
- 2. Any such disclosure shall result to the revocation of the certification, in addition to other legal and equitable actions that PhilHealth shall impose.
- 3. The obligations of the HCI as to confidentiality hereunder shall survive the expiration or termination of this Agreement.

VII. LIMITATION OF LIABILITY/ INDEMNIFICATION

- 1. PhilHealth shall not be liable to the HCI or service provider for any reason whatsoever arising out of or relating to this Agreement (including any breach of this Agreement) for any damages whatsoever, including but not limited to loss of profits or for incidental, indirect, special or consequential damages.
- 2. The HCI agrees to hold harmless PhilHealth and its employees from and against any and all liabilities, damage, loss, or expenses incurred by or imposed upon any of PhilHealth and its employees in connection with any claim, suit, action, or demand arising out of or relating to any exercise of any right granted or provided to the HCI under this Agreement under any theory of liability including without limitation, strict liability, or violation of any law.

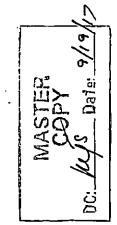
VIII. ASSIGNMENTS

The HCI shall not assign any rights or obligations received under this SCA. Any attempted assignment in violation of this Agreement shall be null and void, and without effect.

IX. MISCELLANEOUS

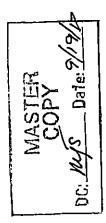
- 1. Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if in writing and signed by PhilHealth and the HCI.
- 2. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible so as to effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- 3. The HCI shall maintain an updated official email address in PhilHealth. All notices required to be given to the HCI under this Agreement shall be delivered to the last email address that was provided to PhilHealth.
- 4. This Agreement shall be governed by the laws of the Philippines without regard to its conflicts of laws provisions.

Page 3 of 4 of Annex C - Software Certification Agreement (as of July 2017)

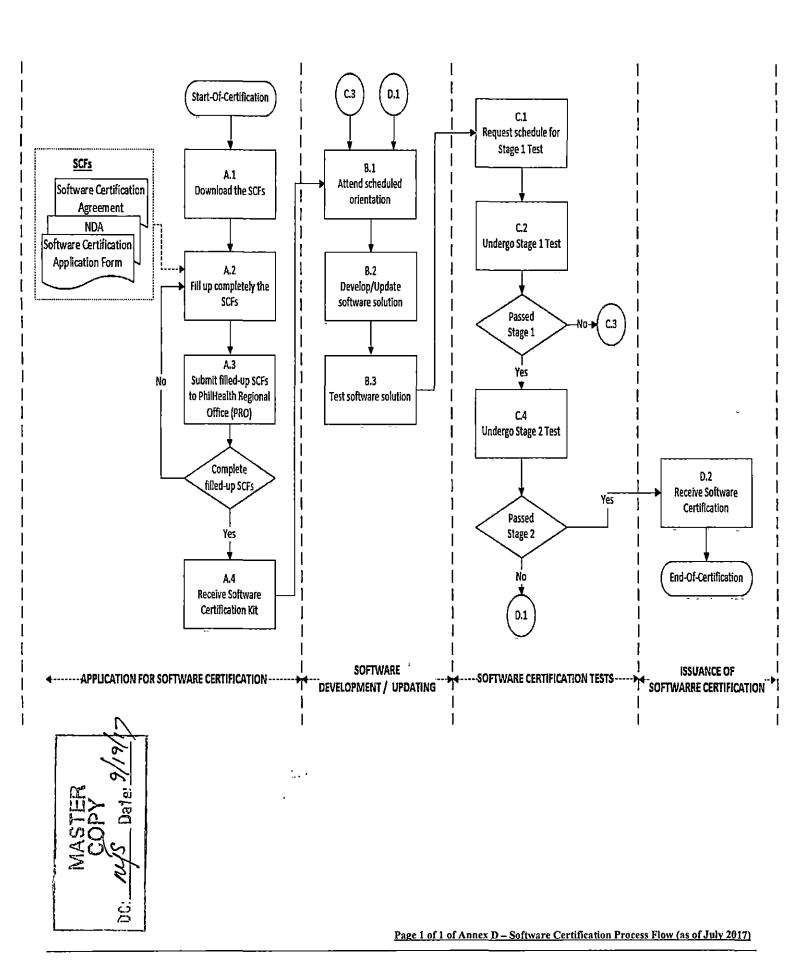


I HAVE (1) READ AND UNDERSTAND THE TERMS OF THIS SOFTWARE CERTIFICATION AGREEMENT; (2) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT; AND (3) ACKNOWLEDGE THAT PHILHEALTH IS RELYING ON SUCH REPRESENTATIONS IN GRANTING CERTIFICATION TO OUR HCI.

Name of Health Care Institution:	August 12 -
Address of Health Care Institution:	
Email Address for Notice Purposes:	
Print Name of Official/Authorized HCI Officer/Representative:	
Designation:	
Signature:	
Date Signed:	



Page 4 of 4 of Annex C - Software Certification Agreement (as of July 2017)



Annex D – Software Certification Process Flow

()