SOFTWARE CERTIFICATION AGREEMENT

> **Note:**
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> **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. PURPOSE

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

A	**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.
B	**In-house Developed**	:	A computer software that is done or developed within the health care institution.
C	**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 *eClaims* 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.

III. 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.

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. SUSPENSION OF CERTIFICATION

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.

VI. CONFIDENTIALITY

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.

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: _____

Address of Health Care Institution: _____

Email Address for Notice Purposes: _____

Print Name of Official/Authorized HCI
Officer/Representative: _____

Designation: _____

Signature: _____

Date Signed: _____