

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement on the Implementation of the Integrated Hospital Operations and Management Information System (iHOMIS) for <Name of City/Municipality> is made and entered into this ____ day of _____, <Year>, in the <Name of City/Municipality>, by and between:

The **DEPARTMENT OF HEALTH, CENTER FOR HEALTH DEVELOPMENT (DOH-CHD) – NATIONAL CAPITAL REGION** an executive department of the government created pursuant to E.O. 94, s. 1947, transformed under E.O. 102, s. 1999, with principal office in **BLOCK 6 BARANGAY ROAD, WELFAREVILLE COMPOUND, BARANGAY ADDITION HILLS, MANDALUYONG CITY 1550** hereinafter referred to as the **DOH-CHD**, represented herein by its **GLORIA J. BALBOA, MD, MPH, MHA, CEO IV, CESO III, DIRECTOR IV, NATIONAL CAPITAL REGION**;

and

The **CITY/MUNICIPAL GOVERNMENT** of <Name of City/Municipality>, a local government unit with principal office at <Address of the City/Municipality> hereinafter referred to here as <NAME OF CITY/MUNICIPALITY> represented herein by its **Mayor**, the **HONORABLE <NAME OF MAYOR>**;

WITNESSETH:

WHEREAS, the Philippine eHealth Strategic Framework and Plan 2014-2020 which provides direction and outlines measurable goals for the National eHealth Program, envisions that by **2020**, “An ICT-enabled Philippine Health System towards better and equitable access to quality health care services, and easier access to secure real time and quality health data and information for evidenced-based decision making” is achieved;

WHEREAS, achieving Universal Health Care (UHC) for All Filipinos which aims to provide quality health care that is efficient, appropriately funded, and responsive health system accessible for all Filipinos shall be established to: a.) provide evidence for policy and program development and; b.) support for immediate and efficient provision of health care management;

WHEREAS, the Integrated Hospital Operations and Management Program (IHOMP) of the Health Facility Development Bureau (HFDB) was developed and mandated by Administrative Order No. 44-A s. 1999 to improve the quality of management systems and procedures within the hospital with Continuous Quality Improvement and Patient Safety as framework, preferably within a computer-based environment, building on and integrating existing hospital information system, standardizing the flow of information within and among other hospitals, fully utilizing hospital data for evidence-based decision-making and developing a computer software based on the DOH standards and the International Classification of Diseases;

WHEREAS, the software developed under the IHOMP, through the Knowledge Management and Information Technology Service (KMITS), is the iHOMIS, a reference model for electronic medical records and hospital information system that satisfies Philippine Health Insurance Corporation requirements for electronic claims, and DOH reporting necessities is implemented in 100 government hospitals, both DOH managed and Local Government managed;

WHEREAS, iHOMIS software is provided for free to interested public hospital including the training and technical support, subject to compliance to standards of DOH for hospital operations, acceptability of ICT infrastructure in place, and commitment for hospital

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DIRECTOR IV, Metro Manila Center for Health Development

<NAME OF WITNESS>
<Position of Witness, Name of Office>

<NAME OF WITNESS>
<Position of Witness, Name of Office>

<NAME OF MAYOR>
Mayor, City/Municipality of <>

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DIRECTOR III, Metro Manila Center for Health Development

management and operation support including availability of at least two (2) iHOMIS system administrators;

WHEREAS, the Hospital is interested to implement the iHOMIS;

WHEREAS, the parties agree to collaborate and work together to implement iHOMIS in the City/Municipality of <Name of City/Municipality> hospitals and hereby formally bind themselves to implement the iHOMP in the City/Municipality of <Name of City/Municipality>;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND UNDERTAKINGS HEREINAFTER STATED, THE PARTIES HERETO, DO HEREBY MUTUALLY AGREE AND DECLARE AS FOLLOWS:

**ARTICLE I
DUTIES AND RESPONSIBILITIES**

A. The DOH through the CHD shall:

1. Assess hospital in the City/Municipality of <Name of City/Municipality> that applied to implement the HOMP to determine compliance to hospital standards;
2. Assess readiness of the ICT infrastructure of hospitals concerned for iHOMIS;
3. Provide and install the iHOMIS software including necessary updates and provide immediate technical/troubleshooting assistance that is beyond the capacity of the hospital's System Administrators;
4. Conduct training necessary to the implementation, and operations of the iHOMIS software and provide advice for the maintenance of the hardware including necessary upgrades, and provide immediate technical and troubleshooting assistance that is beyond the capacity of the hospital's System Administrators;
5. Capacitate and regularly train the assigned System Administrators;
6. Provide access to the iHOMIS help desk which respond to the request of hospitals for technical assistance pertaining to the implementation of iHOMIS;
7. Conduct regular IHOMP and iHOMIS monitoring to determine areas that need improvement;
8. Provide technical support, mentoring and coaching to facilitate compliance to the DOH standards of hospital operations, and to ensure Continuous Quality Improvement and Patient Safety; and
9. Act as Service Provider in the implementation of eClaims.

B. The LGU of City/Municipality of <Name of City/Municipality> shall:

1. Authorize the assessment of hospital standards and ICT infrastructure, and address and comply with identified gaps before the system installation;
2. Organize an IHOMP Unit where the program shall be lodged under the Hospital Operations and Patient Support Service (HOPSS)
3. Organize an IHOMP Committee or a quality management committee that shall plan, oversee the status of implementation of the program and operability and utilization of the iHOMIS software;
4. Procure and/or upgrade and maintain the following requirements based on the DOH-KMITS specifications for the iHOMIS to operate:
 - 4.1 Hardware (Computers, Printers and other peripheral devices);
 - 4.2 Networking (Network Configuration, Cables, Cards and other related devices);
 - 4.3 Licensed copy of the Relational Database Management System Software (My SQL or MS SQL);
 - 4.4 Licensed copy of the Operating System (Windows 2000 and higher);
5. Implement security measures to protect the DOH-iHOMIS by NOT:

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<NAME OF WITNESS>
<Position of Witness, Name of Office>

<NAME OF WITNESS>
<Position of Witness, Name of Office>

<NAME OF MAYOR>
Mayor, City/Municipality of <>

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- 5.1 Reproducing and installing the iHOMIS software in any other hardware except those that will be explicitly identified as the resident hardware by the hospital and the developer;
 - 5.2 Modifying the database without prior consent from the KMITS, DOH;
 - 5.3 Modifying, reverse engineering, decompiling or disassembling any subsystem, module; assigning, lending, or otherwise conveying to another party the whole or any part of the system without prior written consent from the KMITS of the Department of Health.
 - 5.4 Using any program or module of the system for timesharing, rental, or service bureau purposes;
 - 5.5 Copying, by any means, any program or module of the system.
6. Develop Institutional Policy to ensure that the above security measures are not compromised;
 7. Subject to existing government accounting and auditing rules, provide the following for the maintenance of the system:
 - 7.1 Annual operating budget for computer supplies (ink/ribbon, papers and other related supplies)
 - 7.2 Annual hardware and network maintenance budget to ensure that the computers, networks, equipment and other devices are in good working condition
 - 7.3 Annual Information Technology Training budget to enhance the knowledge and skills of Users who shall be involved in the implementation of the system
 - 7.4 Transportation, food and accommodation expenses for the Technical Persons who shall be involved in extending technical support or troubleshooting problems that cannot be solved by the Hospital Technical Personnel.
 8. Identify a Management Champion for the project at the province/city level and for each hospital preferably a Chief Information Officer who will be responsible for the following:
 - 8.1 Supervising and monitoring of the implementation of iHOMIS in the facility and its compliance to DOH manual of standards;
 - 8.2 Identifying, recognizing and sharing of good practices in terms of program and system implementation for continuing quality improvement; and
 - 8.3 Ensuring efficient and effective utilization of data for planning, policy development and evidenced-based decision-making.
 9. Designate at least two (2) dedicated and qualified System Administrators preferably holding a position of permanent appointment who are committed and focused on performing the functions of iHOMIS system administration to ensure the continuous operations of the system;
 10. Provide the HFDB access to copy of the mandated reports as part of the monitoring system;
 11. Abide by existing laws and standards on data privacy for patient data in electronic form;
 12. Participate in the sharing of health data of patient through the use of Philippine Health Information Exchange as the platform for secure access and efficient exchange of data and/or information among health facilities, health care providers, health information organizations, and government agencies in accordance with set national standards in the interest of public health;
 13. Employ the services of DOH as Service Provider in the implementation of Electronic Claims System of Philippine Health Insurance Company; and

<NAME OF WITNESS>
<Position of Witness, Name of Office>

<NAME OF WITNESS>
<Position of Witness, Name of Office>

<NAME OF MAYOR>
Mayor, City/Municipality of <>

14. If the hospital intends to disengage in the utilization of the IHOMIS, a formal communication stating the reason/s for such shall be endorsed to KMITS for appropriate action. Upon disengagement, the hospital shall not be allowed to utilize IHOMIS or any of its components as a platform for the creation, modification or enhancement of own hospital system. Moreover, ICT Equipment provided by DOH shall be pulled-out accordingly, if any;

ARTICLE II

EFFECTIVITY AND PERIOD OF AGREEMENT

This agreement shall take effect upon signing of the parties and shall remain in full force and effect in the next five years unless otherwise revoked by any of the parties. Revocation must be on a valid ground and communicated in writing to take effect after a month from receipt of notice.

Any violation of the recipient hospital shall result to the revocation of this agreement and cancellation of the access in the utilization of the iHOMIS software.

ARTICLE III

AMENDMENTS

Any modification of this AGREEMENT will not be valid unless there is a written concurrence of ALL PARTIES;

IN WITNESS WHEREOF, the parties hereunder set their hand on the date and place mentioned above.

DEPARTMENT OF HEALTH, CENTER FOR HEALTH <NAME OF CITY/MUNICIPALITY >
DEVELOPMENT - NATIONAL CAPITAL REGION

GLORIA J. BALBOA, MD, MPH, MHA, CEO IV,
CESO III
DIRECTOR IV, Metro Manila Center for Health
Development

<NAME OF MAYOR>
Mayor

SIGNED IN THE PRESENCE OF:

ALELI ANNIE GRACE P. SUDIACAL, MD MPH
DIRECTOR III, Metro Manila Center for Health
Development

<NAME OF WITNESS>
<Position of witness>
<Name of Office>

<NAME OF WITNESS>
<Position of witness>
<Name of Office>