

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

**PHILIPPINE HEALTH INSURANCE CORPORATION**, a Government Owned and Controlled Corporation duly organized and existing by virtue of Republic Act No. 7875 otherwise known as the National Health Insurance Act of 1995, with principal office address at No. 709, City State Center Bldg., Shaw Blvd., Pasig City, duly represented herein by its President and Chief Executive Officer, **ALEXANDER A. PADILLA**, hereinafter referred to as "**PHILHEALTH**",

and

**DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution created and operating pursuant to Executive Order No. 81 dated December 3, 1986, as amended by Republic Act (R.A.) No. 8523 dated February 14, 1998, with principal address at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, herein represented by its President and Chief Executive Officer, **Gil A. Buenaventura**, hereinafter referred to as "**DBP**";

### WITNESSETH: That

**WHEREAS**, in order to provide a more efficient and convenient payment channel to **PHILHEALTH**'s registered employers, **PHILHEALTH** has decided to adopt and implement an electronic and web-based collection platform herein referred to as "**PHILHEALTH Electronic Premium Reporting System (EPRS)**";

**WHEREAS**, **DBP** has agreed to provide and interface the "**DBP ePayment System**" with the **EPRS**, utilizing BancNet's eGOV Facility, in order for **PHILHEALTH** to accept payments from registered employers online using their **DBP** accounts and **DBP** shall likewise provide reports, generated from the said BancNet eGOV Facility, necessary for **PHILHEALTH** to efficiently monitor payments made under the system;

**NOW THEREFORE**, for and in consideration of foregoing premises and the mutual covenants and conditions hereinafter set forth, the parties hereto have agreed, as they hereby agree, as follows:



## **ARTICLE I OBJECTIVE**

1. This Agreement has been entered into by the Parties with the primary purpose and objective of providing **PHILHEALTH** registered employers an electronic online payment and collection facility.
2. The Parties shall work to establish and create a web-based solution for internet originated payments and collections supported by all necessary facilities for the effective and efficient management and handling of the collection of **PHILHEALTH** contributions due from registered employers.

## **ARTICLE II COMMITMENTS AND UNDERTAKINGS**

In order to attain the objectives of this Agreement, each Party hereby commits itself as follows:

**PHILHEALTH** shall:

1. Inform its registered employers that they may open a Current /Savings Account with zero (0) opening and maintaining balance with **DBP** where its remittances for **PHILHEALTH** shall be debited;
2. Inform its registered employers that they may utilize the **EPRS** and **DBP ePayment System** for the remittance of contributions due to **PHILHEALTH**;
3. Provide **DBP** with all the necessary data and information, as well as other pertinent technical requirements, specifications, procedures and facilities for the installation and development of the **DBP ePayment System**;
4. Open and maintain a Current/Savings Account with **DBP** where all collections will be credited in order to implement the objectives of this Agreement. The Current/Savings Account shall be an interest-bearing account subject to **DBP's** Rules and Regulations and in accordance with applicable Bangko Sentral ng Pilipinas guidelines;
5. Accept and post all transactions and/or payments sent by **DBP** in accordance with the terms and conditions set herein.



**DBP** shall:

1. Handle the opening of Current/Savings Accounts with zero (0) opening and maintaining balance for **PHILHEALTH** registered employers where remittances for **PHILHEALTH** shall be debited;
2. Secure all the necessary approvals, permits, and clearances from the Department of Finance, Bangko Sentral ng Pilipinas and other government agencies for the implementation of the project;
3. Accept, for and in behalf of **PHILHEALTH**, remittances of membership contributions from registered employers;
4. Remit all payments received for and in behalf of **PHILHEALTH** based on the agreed upon float period as stipulated in **PHILHEALTH**'s Agreement with BancNet for the collections coursed through BancNet's eGOV Facility;
5. Provide **PHILHEALTH** an online viewing facility for proper monitoring of fund balances and collections;
6. Submit the Collection RF2 Files containing all the details of the remittances received by **DBP** on behalf of **PHILHEALTH** to **PHILHEALTH** following the reportorial requirements embodied in the BancNet eGOV Facility Agreement;

### **ARTICLE III IMPLEMENTATING GUIDELINES**

1. **DBP**, in accepting the remittances on behalf of **PHILHEALTH**, does not in any way guarantee that the amount remitted by the registered employer is the correct amount due or the correct payment for the state period or the employees covered therein, it being understood that by virtue of the foregoing collection arrangement, **DBP** shall not be required to verify with **PHILHEALTH** the correctness of the amount paid. **DBP** shall, however, ensure that the amount paid corresponds to the figures reflected in the system-generated acknowledgement receipt which is displayed in each successful transaction.
2. **DBP** agrees to provide **PHILHEALTH** an electronic facility for downloading of Collection Files containing all the details of the remittances received by **DBP** on behalf of **PHILHEALTH** and other electronic files that may be required by **PHILHEALTH**.
3. Subject to regular security procedures, **PHILHEALTH** reserves the right and **DBP**, upon prior written notice by **PHILHEALTH**, agreed to



allow **PHILHEALTH** to examine the Current/Savings Account arising from and by virtue of this Agreement during reasonable business hours of any banking day as **PHILHEALTH** may deem necessary, provided that the registered employer concerned has expressly given its consent in writing, to the disclosure of deposit information to **PHILHEALTH** or waived its right under applicable bank secrecy law. It is understood that such examination by **PHILHEALTH** shall strictly be limited only to the records pertaining to **PHILHEALTH** and such other miscellaneous payments for the account of **PHILHEALTH**.

Pursuant thereto, **PHILHEALTH** agrees to keep the confidentiality of any and all customer information and data obtained in connection with or relating to such examination. It shall likewise be the responsibility of **PHILHEALTH** to ensure that the employees or representatives who are recipients of the Confidential Information covenant on similar terms to keep such information strictly confidential.

4. **DBP** shall undertake, in proper coordination with **PHILHEALTH**, an information dissemination campaign regarding arrangements embodied in this Agreement.

#### **ARTICLE IV EFFECTIVITY**

The Agreement shall be effective as of the date of the full compliance of the terms and conditions herein set forth and shall be enforceable until terminated by either Party upon sixty (60) days prior written notice served to the other party. Upon such termination, **DBP** shall remit to **PHILHEALTH** all collections due to the latter, if any, and the relevant reports, records and documents required, pursuant to this Agreement.

#### **ARTICLE V COMPLAINTS**

1. Except for **DBP's** failure to credit the Current/Savings Account for any payments received pursuant to and under the Agreement, **PHILHEALTH** shall be responsible for handling and/or settlement of registered employer's complaints. For this purpose, all registered employers who have complaints against **PHILHEALTH** shall be referred/directed by **DBP** to **PHILHEALTH**.
2. Any questions/complaints of **PHILHEALTH** with regard to this Agreement shall be handled by the **DBP** Commonwealth Branch.



