

*Republic of the Philippines*  
**PHILIPPINE HEALTH INSURANCE CORPORATION**  
CitystateCentreBuilding, 709 Shaw Boulevard, Pasig City  
Healthline 441-7444 [www.philhealth.gov.ph](http://www.philhealth.gov.ph)

September 17, 2012

PHILHEALTH CIRCULAR

No. 046, s-2012

**TO : ALL ENGAGED INSTITUTIONAL HEALTH CARE PROVIDERS, AND ALL OTHERS CONCERNED**

**SUBJECT : Amendments to PhilHealth Circulars No. 21 s. 2008 and No. 31 series 2012, and Reiteration of Specific Issuances**

The Corporation continuously updates its policies and issuances in engaging the health care providers to achieve universal coverage for all Filipinos. By this Circular, henceforth, the paragraph 4 of Circular No. 21 s. 2008 is hereby amended as follows: the medical director/chief of hospital or any physician other than the medical director/chief of hospital/hospital administrator who is a physician who signs the PhilHealth claim forms in behalf of salaried physicians in government and private hospitals and institutions shall be accredited prior to approval of the application for accreditation of the concerned health care institution.

Furthermore, the following documents attached to PhilHealth Circular No. 31, series of 2012, and marked therein as Annexes "1.3, 1.4 and 1.5", shall be cancelled and substituted by the following attached documents:

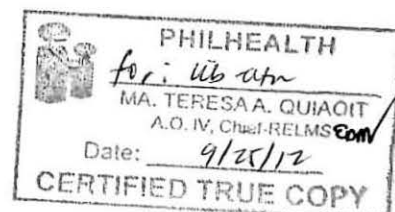
1. Revised Performance Commitment for Institutional Health Care Providers (see Annex "A" hereof);
2. Revised Performance Commitment for Health System Providers (Annex "B" hereof); and,
3. Revised Performance Commitment for Primary Care Benefit Package (see Annex "C" hereof)

It is understood that IHCPs who have submitted the standard Performance Commitment as annexed and provided in said Circular No. 31 prior to the effectivity date of this Circular shall no longer be required to submit the herein provided revised Performance Commitment. The following provisions of previous Circulars are hereby reiterated:

1. The effectivity date for initial and re-engagement for Primary Care Benefit providers shall be on the next quarter following the complete submission of the requirements (Circular No. 10 s. 2012)
2. The 3-year-in-operation requirement or its alternatives for initial application for accreditation of licensed facilities is still in effect for both public and private IHCPs (Circular No. 21 s. 2009)
3. The provider for the Maternity Care Package shall be a midwife or physician duly accredited by PhilHealth (Circular 30 s. 2009)

This Circular shall take effect immediately.

DR. EDUARDO P. BANZON  
President and CEO



(Letterhead of Healthcare Provider)

Annex A – Revised Performance Commitment for Health Care Providers

20 September 2012

**PHILIPPINE HEALTH INSURANCE CORPORATION**

17<sup>th</sup> Flr., City State Centre Bldg.,  
Shaw Blvd., Pasig City

**SUBJECT : Performance Commitment**

**Sir/Madam:**

To guarantee our commitment to the National Health Insurance Program ("NHIP"), we respectfully submit this Performance Commitment.

And for the purposes of this Performance Commitment, we hereby warrant the following representations:

1. That we are a duly registered/licensed/certified health care facility capable of delivering the services expected from the type of healthcare provider that we are applying for.
2. That we are owned by \_\_\_\_\_  
and managed by \_\_\_\_\_  
and doing business under the name of \_\_\_\_\_  
with License/Certificate No. \_\_\_\_\_.
3. That all professional health care providers in our facility have proper credentials and given appropriate privileges in accordance with our policies and procedures.
4. That our officers, employees, and other personnel are members in good standing of the NHIP.

Further, we hereby commit ourselves to the following:

5. That, as responsible owner(s) and/or manager(s) of the institution, we shall be jointly and severally liable for all violations committed against the provisions of Rep. Act No. 7875 including its Implementing Rules and Regulations (IRR) and PhilHealth policies issued pursuant thereto.
6. That we shall promptly inform PhilHealth prior to any change in the ownership and/or management of our institution.

7. That any change in ownership and/or management of our institution shall not operate to exempt the previous and/or present owner and/or manager from liabilities for violations of Rep. Act No. 7875 and its IRR.
8. That we shall maintain active membership in the NHIP as an employer not only during the entire validity of our participation in the NHIP as an Institutional HealthCare Provider ("IHCP") but also during the corporate existence of our institution.
9. That we shall abide with all the implementing rules and regulations, memorandum circulars, office orders, special orders, and other administrative issuances by PhilHealth affecting us.
10. That we shall abide with all administrative orders, circulars and such other policies, rules and regulations issued by the Department of Health and all other related government agencies and instrumentalities governing the operations of IHCPs in participating in the NHIP.
11. That we shall adhere to pertinent statutory laws affecting the operations of IHCPs including but not limited to the Expanded Senior Citizens Act of 2003 (R.A. 9257), the Breastfeeding Act (R.A. 7600), the Newborn Screening Act (R.A. 9288), the Cheaper Medicines Act (R.A. 9502), the Pharmacy Law (R.A. 5921), the Magna Carta for Disabled Persons (R.A. 9442), and all other laws, rules and regulations that may hereafter be passed by the Congress of the Philippines or any other authorized instrumentalities of the government.
12. That we shall promptly submit reports as may be required by PhilHealth, DOH and all other government agencies and instrumentalities governing the operations of IHCPs.
13. That we are duly capable of delivering the following services for the duration of the validity of this commitment *(please check appropriate boxes)*:

1. Level 1 hospital services
2. Level 2 hospital services
3. Level 3 hospital services
4. Specialized services
  - ☐ Radiotherapy
  - ☐ Hemodialysis/Peritoneal Dialysis
  - ☐ Others (please specify) \_\_\_\_\_
5. Benefit package and other services
  - ☐ Tuberculosis Directly Observed Treatment System (TB DOTS)
  - ☐ Maternity Care Package
  - ☐ Newborn Care Package
  - ☐ Malaria Package
  - ☐ Primary Care Benefit Package 1 (For government hospitals only)
  - ☐ Outpatient HIV/AIDS Package (for DOH identified hospitals only)
  - ☐ Animal Bite Package
  - ☐ Others (please specify) \_\_\_\_\_

14. That we shall provide and charge to the PhilHealth benefit of the client the necessary services including but not limited to drugs, medicines, supplies, devices, and diagnostic and treatment procedures for our PhilHealth clients.
15. That we, being engaged government/MCP facility, shall provide the necessary drugs, supplies and services with no out-of-pocket expenses on the part of the sponsored member in the NBB bed/all types of members in the MCP provider as mandated by the PhilHealth's 'No Balance Billing' (NBB) Policy.
16. That we shall maintain a high level of service satisfaction among PhilHealth clients including all their qualified dependents/beneficiaries.
17. That we shall be guided by PhilHealth-approved clinical practice guidelines or if not available, other established and accepted standards of practice.
18. That we shall provide a PhilHealth Bulletin Board for the posting of updated information of the NHIP (circulars, memoranda, IEC materials, price reference index, etc.) in conspicuous places accessible to patients, members and dependents of the NHIP within our healthcare facility.
19. That we shall always make available the necessary forms for PhilHealth member-patient's use.
20. That we shall treat PhilHealth member-patient with utmost courtesy and respect, assist them in availing PhilHealth benefits and provide them with accurate information on PhilHealth policies and guidelines.
21. That we shall ensure that PhilHealth member-patient with needs beyond our service capability are referred to appropriate PhilHealth-accredited health care facilities.
22. That we shall maintain a registry of all our PhilHealth members-patients (including newborns) and a database of all claims filed containing actual charges (board, drugs, labs, auxiliary, services and professional fees), actual amount deducted by the facility as PhilHealth reimbursement and actual PhilHealth reimbursement, which shall be made available to PhilHealth or any of its authorized personnel.
23. That we shall maintain and submit to PhilHealth an electronic registry of physicians including their fields of practice, official e-mail and mobile phone numbers.
24. That we shall, if connected with e-claims, electronically encode the drugs and supplies used in the care of the patient in our information system which shall be made available for PhilHealth use.
25. That we shall ensure that true and accurate data are encoded in all patients' records.
26. That we shall only file true and legitimate claims recognizing the period of filing the same after the patient's discharge as prescribed in PhilHealth circulars.

27. That we shall submit claims in the format required by PhilHealth for our facility.
28. That we shall regularly submit PhilHealth monitoring reports as required in PhilHealth circulars and the PhilHealth Benchbook.
29. That we shall annually submit to PhilHealth a copy of our audited financial statement/report.
30. That we shall extend full cooperation with duly recognized authorities of PhilHealth and any other authorized personnel and instrumentalities to provide access to patient records and submit to any orderly assessment conducted by PhilHealth relative to any findings, adverse reports, pattern of utilization and/or any other acts indicative of any illegal, irregular and/or unethical practices in our operations as an accredited IHCP of the NHIP that may be prejudicial or tends to undermine the NHIP and make available all pertinent official records and documents including the provision of copies thereof; *provided* that our rights to private ownership and privacy are respected at all times.
31. That we shall ensure that our officers, employees and personnel extend full cooperation and due courtesy to all PhilHealth officers, employees and staff during the conduct of assessment/visitation/investigation/monitoring of our operations as an accredited IHCP of the NHIP.
32. That at any time during the period of our participation in the NHIP, upon request of PhilHealth, we shall voluntarily sign and execute a new 'Performance Commitment' to cover the remaining portion of our engagement or to renew our participation with the NHIP as the case may be, as a sign of our good faith and continuous commitment to support the NHIP.
33. That, unless proven to be a palpable mistake or excusable error, we shall take full responsibility for any inaccuracies and/or falsities entered into and/or reflected in our patients' records as well as in any omission, addition, inaccuracies and/or falsities entered into and/or reflected in claims submitted to PhilHealth by our institution.
34. That we shall comply with PhilHealth's summons, subpoena, subpoena 'duces tecum' and other legal or quality assurance processes and requirements.
35. That we shall recognize the authority of PhilHealth, its Officers and personnel and/or its duly authorized representatives to conduct regular surveys, domiciliary visits, and/or conduct administrative assessments at any reasonable time relative to the exercise of our privilege and conduct of our operations as an accredited IHCP of the NHIP.
36. That we shall comply with PhilHealth corrective actions given after monitoring activities within the prescribed period.
37. That we shall protect the NHIP against abuse, violation and/or over-utilization of its funds and we shall not allow our institution to be a party to any act, scheme, plan, or contract that may directly or indirectly be prejudicial or detrimental to the NHIP.
38. That we shall not directly or indirectly engage in any form of unethical or improper practices as an accredited health care provider such as but not limited to solicitation of patients for purposes of

compensability under the NHIP, the purpose and/or the end consideration of which tends unnecessary financial gain rather than promotion of the NHIP.

39. That we shall immediately report to PhilHealth, its Officers and/or to any of its personnel, any act of illegal, improper and/or unethical practices of IHCP of the NHIP that may have come to our knowledge directly or indirectly.
40. That we shall allow PhilHealth to deduct from our future claims, all reimbursements paid to our institution during the period of its non-accredited status as a result of a gap in validity of our DOH license, suspension of accreditation, etc; downgrading of level, loss of license for certain services including any and all other fees due to be paid to PhilHealth.

Furthermore, recognizing and respecting its indispensable role in the NHIP, we hereby acknowledge the power and authority of PhilHealth to do the following:

41. After due process and in accordance with the pertinent provisions of R.A. 7875 and its IRR, to suspend, shorten, pre-terminate and/or revoke our privilege of participating in the NHIP including the appurtenant benefits and opportunities at any time during the validity of the commitment for any violation of any provision of this Performance Commitment and of R.A. 7875 and its IRR.
42. After due process and in accordance with the pertinent provisions of R.A. 7875 and its IRR, to suspend, shorten, pre-terminate and/or revoke our accreditation including the appurtenant benefits and opportunities incident thereto at any time during the term of the commitment due to verified adverse reports/findings of pattern or any other similar incidents which may be indicative of any illegal, irregular or improper and/or unethical conduct of our operations.

We commit to extend our full support in sharing PhilHealth's vision in achieving this noble objective of providing accessible quality health insurance coverage for all Filipinos.

Very truly yours,

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**Local Chief Executive**  
(If LGU owned/Owner)

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**Head of Facility/Medical Director/Manager**

**(Letterhead of LGU)**

Annex B - Revised Performance Commitment for Health System Providers

20 September 2012

**PHILIPPINE HEALTH INSURANCE CORPORATION**

17<sup>th</sup> Flr., City State Centre Bldg.,  
Shaw Blvd., Pasig City

**SUBJECT : Performance Commitment**

**Sir/Madam:**

To guarantee our commitment to the National Health Insurance Program (NHIP), we respectfully submit this Performance Commitment.

And for the purposes of this Performance Commitment, we hereby warrant the following representations:

41. That the following facilities, as guaranteed by the heads of facilities listed in the following table, are capable of delivering the services expected from the type of healthcare provider that we are applying for:

Name of Facility	Type of facility (hospital, RHU, HC, Lying-in, TB-DOTS, ABTCs, etc)	Hospital Level (if applicable)	License Number/Certificate Number (if applicable)	Management (if different from the LGU)

42. That all professional healthcare providers in our facility have proper credentials and given appropriate privileges in accordance with our policies and procedures.
43. That our officers, employees, other personnel and staff are members in good standing of the NHIP.

Further, we hereby commit ourselves to the following:

44. That as responsible owner(s) and/or manager(s) of the institution, we shall be jointly and severally liable for all violations committed against the provisions of R.A 7875 including its Implementing Rules and Regulations and policies.



45. That we shall promptly inform PhilHealth prior to any change in the ownership and/or management of our institution.
46. That any change in ownership and/or management of our institution shall not operate to exempt the previous and/or present owner and/or manager from violations of R.A. 7875 including its Implementing Rules & Regulations and policies.
47. That we shall maintain active membership in the NHIP as an employer not only during the entire validity of our participation in the NHIP as an Institutional HealthCare Provider (IHCP) but also during the corporate existence of our institution.
48. That we shall abide with all the implementing rules and regulations, memorandum circulars, office orders, special orders and other administrative issuances by PhilHealth affecting us.
49. That we shall abide with all administrative orders, circulars and such other policies, rules and regulations issued by the Department of Health and all other related government agencies and instrumentalities governing the operations of IHCPs in participating in the NHIP.
50. That we shall adhere to pertinent statutory laws affecting the operations of IHCPs including but not limited to the Expanded Senior Citizens Act of 2003 (R.A. 9257), the Breastfeeding Act (R.A. 7600), the Newborn Screening Act (R.A. 9288), the Cheaper Medicines Act (R.A. 9502), the Pharmacy Law (R.A. 5921), the Magna Carta for Disabled Persons (R.A. 9442) and all other laws, rules and regulations that may hereafter be passed by the Congress of the Philippines or any other authorized instrumentalities of the government.
51. That we shall promptly submit reports as may be required by PhilHealth, DOH and all other government agencies and instrumentalities governing the operations of IHCPs.
52. That we shall deliver the following services for the duration of the validity of this commitment:

Name of Facility	Committed Services (choose from the enumerated services below; e.g. 1, 6a, 6b, 6c)

6. Level 1 hospital services
7. Level 2 hospital services
8. Level 3 hospital services
9. Level 4 hospital services
10. Specialized services
  - a. Radiotherapy
  - b. Hemodialysis/Peritoneal Dialysis
  - c. Others (please specify in table)
11. Benefit package and other services
  - a. Tuberculosis Directly Observed Treatment System (TB DOTS)
  - b. Maternity Care Package
  - c. Newborn Care Package
  - d. Outpatient Malaria Package
  - e. Primary Care Benefit Package 1 (For government hospitals only)
  - f. Outpatient HIV/AIDS Package (for DOH identified hospitals only)
  - g. Animal Bite Package
  - h. Others (please specify in table)



53. That we shall provide and charge to the PhilHealth benefit of the client the necessary services including but not limited to drugs, medicines, supplies, devices, and diagnostic and treatment procedures for our PhilHealth clients.
54. That we, being engaged government/MCP facility, shall provide the necessary drugs, supplies and services with no out-of-pocket expenses on the part of the sponsored member in the NBB bed/all types of members in the MCP provider as mandated by the PhilHealth's 'No Balance Billing' (NBB) Policy.
55. That we shall maintain a high level of service satisfaction among PhilHealth clients including all their qualified beneficiaries.
56. That we shall be guided by PhilHealth-approved clinical practice guidelines or if not available, other established and accepted standards of practice.
57. That we shall provide a PhilHealth Bulletin Board for the posting of updated information of the NHIP (circulars, memoranda, IEC materials, price reference index, etc.) in conspicuous places accessible to patients, members and dependents of the NHIP within our healthcare facility.
58. That we shall always make available the necessary forms for patient's use.
59. That we shall treat clients with courtesy and respect, assist them in availing PhilHealth benefits and provide them with accurate information on PhilHealth policies and guidelines.
60. That a functional referral system, which will ensure that patients are managed in appropriate facilities, shall be established and institutionalized among the signatories of this Performance Commitment.
61. That we shall ensure that clients with needs beyond our service capability are referred to appropriate PhilHealth-accredited facilities.
62. That we shall maintain a registry of all our PhilHealth members-patients (including newborns) and a database of all claims filed containing actual charges (board, drugs, labs, auxiliary, services and professional fees), actual amount deducted by the facility as PhilHealth reimbursement and actual PhilHealth reimbursement, which shall be made available to PhilHealth or any of its authorized personnel.
63. That we shall maintain and submit to PhilHealth an electronic registry of physicians including their fields of practice, official e-mail and mobile phone numbers.
64. That we shall, if connected with e-claims, electronically encode the drugs and supplies used in the care of the patient in our information system which shall be made available for PhilHealth use.
65. That we shall ensure that true and accurate data are encoded in all patients' records.
66. That we shall only file true and legitimate claims recognizing the period of filing the same after the patient's discharge as prescribed in PhilHealth circulars.
67. That we shall submit claims in the format required by PhilHealth for our facility.
68. That we shall regularly submit PhilHealth monitoring reports as required in PhilHealth circulars and the PhilHealth Benchbook.
69. That we shall annually submit to PhilHealth a copy of our audited financial statement/report.
70. That we shall extend full cooperation with duly recognized authorities of PhilHealth and any other authorized personnel and instrumentalities to provide access to patient records and submit to any orderly assessment conducted by PhilHealth relative to any findings, adverse reports, pattern of utilization and/or any other acts indicative of any illegal, irregular and/or unethical practices in our operations as an accredited IHCP of the NHIP that may be prejudicial or tends to undermine the NHIP and make available all pertinent official records and documents including the provision of copies thereof; *provided* that our rights to private ownership and privacy are respected at all times. That we shall maintain a registry of all our clients/patients (including newborns) including a database of all claims filed containing actual charges (board, drugs, labs, auxiliary, services and

professional fees), actual amount deducted/ by the facility as PhilHealth reimbursement and actual Philhealth reimbursement, which shall be made available to PhilHealth or any of its authorized personnel.

71. That we shall ensure that our officers, employees and personnel extend full cooperation and due courtesy to all PhilHealth officers, employees and staff during the conduct of assessment/visitation/investigation/monitoring of our operations as an accredited IHCP of the NHIP.
72. That at any time during the period of our participation in the NHIP, upon request of PhilHealth, we shall voluntarily sign and execute a new 'Performance Commitment' to cover the remaining portion of our engagement or to renew our participation with the NHIP as the case may be, as a sign of our good faith and continuous commitment to support the NHIP.
73. That, unless proven to be a palpable mistake or excusable error, we shall take full responsibility for any inaccuracies and/or falsities entered into and/or reflected in our patients' records as well as in any omission, addition, inaccuracies and/or falsities entered into and/or reflected in claims submitted to PhilHealth by our institution.
74. That we shall comply with PhilHealth's summons, subpoena, subpoena 'duces tecum' and other legal or quality assurance processes and requirements.
75. That we shall recognize the authority of PhilHealth, its Officers and personnel and/or its duly authorized representatives to conduct regular surveys, domiciliary visits, and/or conduct administrative assessments at any reasonable time relative to the exercise of our privilege and conduct of our operations as an accredited IHCP of the NHIP.
76. That we shall comply with PhilHealth corrective actions given after monitoring activities within the prescribed period.
77. That we shall protect the NHIP against abuse, violation and/or over-utilization of its funds and we shall not allow our institution to be a party to any act, scheme, plan, or contract that may directly or indirectly be prejudicial or detrimental to the NHIP.
78. That we shall not directly or indirectly engage in any form of unethical or improper practices as an accredited health care provider such as but not limited to solicitation of patients for purposes of compensability under the NHIP, the purpose and/or the end consideration of which tends unnecessary financial gain rather than promotion of the NHIP.
79. That we shall immediately report to PhilHealth, its Officers and/or to any of its personnel, any act of illegal, improper and/or unethical practices of IHCP of the NHIP that may have come to our knowledge directly or indirectly.
80. That we shall allow PhilHealth to deduct from our future claims, all reimbursements paid to our institution during the period of its non-accredited status as a result of a gap in validity of our DOH license, suspension of accreditation, etc; downgrading of level, loss of license for certain services including any and all other fees due to be paid to PhilHealth.

Furthermore, recognizing PhilHealth's indispensable role in the NHIP, we hereby acknowledge the power and authority of PhilHealth to do the following:

41. After due process and in accordance with the pertinent provisions of R.A. 7875 and its IRR, to suspend, shorten, pre-terminate and/or revoke our privilege of participating in the NHIP including the appurtenant benefits and opportunities at any time during the validity of the commitment for any violation of any provision of this Performance Commitment and of R.A. 7875 and its IRR.
42. After due process and in accordance with the pertinent provisions of R.A. 7875 and its IRR, to suspend, shorten, pre-terminate and/or revoke our accreditation including the appurtenant benefits and opportunities incident thereto at any time during the term of the commitment due to

verified adverse reports/findings of pattern or any other similar incidents which may be indicative of any illegal, irregular or improper and/or unethical conduct of our operations.

We commit to extend our full support in sharing PhilHealth's vision in achieving this noble objective of providing accessible quality health insurance coverage for all Filipinos.

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**Head of Facility/Medical Director/Manager**

With my express conformity,

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**Local Chief Executive**

### **Annex C – Specific Provisions for Primary Care Benefit1 Providers (PCB1)**

That we shall deliver the Primary Care Benefit Package services for the duration of the validity of this commitment.

As **PCB1 provider**,

That we shall be responsible to seek and enlist eligible members and their qualified dependents in our community assigned to our facility.

That we shall establish a baseline health profile of all PhilHealth members and qualified dependents, which shall be kept and updated regularly by our facility.

That we shall submit a consolidated profile of our clientele using PCB Clientele Profile as a documentary requirement for the release of Per Family Payment Rate (PFPR).

That we shall deliver the services covered by the PCB1 package to respond to the health needs of the clientele of our facility.

That in case there is/are diagnostic examination(s) outsourced from another facility, we shall forge a Memorandum of Agreement (MOA) to ensure quality checks and appropriate processes are provided.

That we shall abide by the performance targets on the minimum obligated services for all members assigned in our facility set by the corporation.

That we shall create/maintain a trust fund for PFPR fund.

That we shall abide by the prescribed disposition and allocation of the PFPR as follows:

- A. Eighty percent (80%) of PFPR is for operational cost and shall cover:
  - a. Minimum of forty percent (40%) for drugs & medicines (PNDF) (to be dispensed at the facility) including drugs & medicines for asthma, acute gastroenteritis, & pneumonia;
  - b. Maximum of forty percent (40%) for reagents, medical supplies, equipment (i.e. ambulance, ambubag, stretcher, etc), information technology (IT equipment specific to the needs of facility for it to facilitate reporting and building up of its database), capacity building for staff, infrastructure or any other use related, necessary for the delivery of required service including referral fees for diagnostic services if not available in the facility.
- B. The remaining twenty percent (20%) shall be exclusively utilized as honoraria of the staff of the health facility and in the improvement of their capabilities to be able to provide better health services:
  - a. Ten percent (10%) for the physician;
  - b. Five percent (5%) for other health professional staff of the facility
  - c. Five percent (5%) for non-health professional/staff, including volunteers.

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**Local Chief Executive (if LGU-owned)/Owner**

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**Head of Facility/Medical Director/Manager**