



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

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www.philhealth.gov.ph



PHILHEALTH CIRCULAR

No. 12010 - 0007

TO : ALL PHILHEALTH MEMBERS, ACCREDITED HEALTH CARE INSTITUTIONS, HEALTH CARE PROFESSIONALS, PHILHEALTH REGIONAL OFFICES AND ALL OTHERS CONCERNED

SUBJECT : Guidelines on the Provisions of Special Privileges to those Affected by a Fortuitous Event (Revision 1)

I. RATIONALE

One of the Guiding Principles and Objectives of R.A. 7875, as amended by the National Health Insurance Act of 2013 (R.A. 10606), states that “the Government shall provide public health services for all groups” this was further explicitly clarified to include “displaced communities and communities in environmentally endangered areas.”

The recent fortuitous events that visited our country (or events described as an “act of God” like floods or typhoons; or an “act of man” such as rebellion, insurgencies, and wars) bear witness to the inherent powers of the same to effect displacement of communities in several endangered areas.

Thus, pursuant to PhilHealth Board Resolution No.2496, s. 2020, the Corporation hereby issues the following guidelines that shall be applied to all those affected by fortuitous events. This is consistent with the mandate of the Corporation to provide responsive health care benefits to its members at all times, more so during a fortuitous event where help is needed the most.

II. OBJECTIVES

This Circular establishes the Corporation's policies and procedures to ensure continuous access to PhilHealth benefits and be able to provide substantial aid to Health Care Institutions (HCIs) in rebuilding their critically damaged healthcare system in order to provide continuous provision of health care services to all Filipinos adversely affected by fortuitous event.

SCOPE

This Circular shall cover PhilHealth claims of those affected by a fortuitous event that covers any of the following conditions:

- A. PhilHealth and non-PhilHealth members including dependents;
- B. PhilHealth accredited or non-PhilHealth Accredited Health Care Institutions (HCIs) either privately-owned or government-owned. For non-PhilHealth

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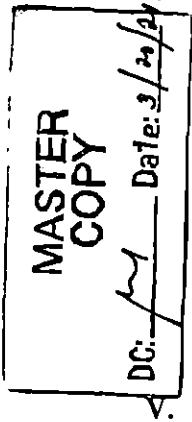


accredited HCIs, it must be DOH licensed or certified by a certifying body recognized by PhilHealth;

- C. PhilHealth accredited or non-PhilHealth accredited health care professionals duly licensed by PRC;
- D. Claims for treatment done as an outpatient relative to the direct and indirect effects of the fortuitous event within the HCI or in an improvised/satellite facility;
- E. Transferred from or managed by health care personnel from accredited facilities in an evacuation area, or improvised health care facilities.

IV. DEFINITION OF TERMS

- A. **Interim Reimbursement Mechanism (IRM)** – a special privilege for the provision of substantial aid to an eligible Health Care Institutions directly hit by fortuitous event with clear and apparent intent to continuously operate and/or rebuild the HCI in order to provide continuous health care services to adversely affected Filipinos.
- B. **Single Period of Confinement (SPC) Rule** – the admissions and re-admissions due to same illness or procedure within 90-calendar day period shall only be compensated with one (1) case rate benefit. Therefore, availment of benefit for the same illness or procedure that is not separated from each other by more than 90 calendar days shall not be provided with a new benefit, until after the 90-calendar day period reckoned from the date of admission.
- C. **Forty-Five Days Benefit Limit (45 Days)** – A member is entitled to a maximum of 45 days confinement per calendar year. All qualified dependents of the member share another 45 days benefit per calendar year. Exceptions to this rule are members with prescribed membership validity (e.g., sponsored beneficiaries, etc.). Members belonging to this category have 45 days benefit per year of membership validity. Dependents of these members share 45 days benefit for the same period.
- D. **Twenty Four Hours Confinement Rule (24-hours)** – the compensability of a claim based on the required minimum number of hours of hospitalization or confinement for inpatient care in an accredited health care institution.



POLICY STATEMENTS/GENERAL GUIDELINES

- A. Declaration of state of calamity, or state of emergency and analogous certification depending on the fortuitous event are required for the application of this Circular. In the absence of such documents, justification letters from the authorized government agencies may be submitted subject to validation by the concerned PhilHealth Regional Office (PRO).
- B. Health care institutions affected by the fortuitous event shall send a letter request for application of this Circular duly signed by the Medical Director/Chief of Hospital or any authorized representative to the concerned PRO. As much as possible include in the letter:



1. Description (or photos) of the effects of the fortuitous event.
2. Explicitly mention if majority of the claims under the HCIs' custody were totally destroyed and can no longer be covered or reconstructed for the same to be able to avail of the reimbursement option stipulated in Special Privilege No. 8 contained in this circular.

C. The PRO shall undertake the following actions upon receipt of the request/s:

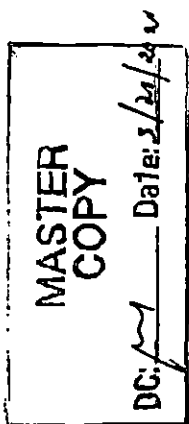
1. Organize a validation team either composed of staff from the concerned LHIO or from the PRO or both to validate the basis of such request. Validation can be through document/news review or survey. The survey shall be conducted only if the current situation posts no danger to the PhilHealth personnel.
2. Send the written request letter of the HCI along with the post validation report, with recommendation, duly signed by all members of the validation team, and the Regional Vice President and Area Vice President containing the recommendation of the PRO to the President and CEO for approval. The recommendation shall include the effectivity date of application of this Circular and special privileges deemed fit for the situation.
3. The PRO and the HCI shall be informed of the decision of the President and CEO through a written communication.

D. *In cases of proclamation of state of calamity throughout the country the President and CEO can grant the provisions on special privileges from section G, items 1 to 9.*

Should there be no other authority that has established the specific date of the fortuitous event's end, the concerned PRO shall send a written communication to the PCEO, duly signed by the Regional Vice President and Area Vice President, with regards to the specific end date of application of special privileges. In turn, the Central Office shall inform the RO of the PCEO's concurrence or denial of their recommendation.

E. *Membership and Contribution*

1. *Existing rules on membership, declaration of qualified dependents, and premium contribution rates and remittances shall remain in effect unless exemption is provided by the Corporation.*
2. *With or without sufficient contributions, Filipinos in affected areas shall be given the privilege to avail of full range of services during fortuitous events regardless of the type of accommodations in both public and private health facilities.*
3. *The Member Data Record (MDR) is no longer required in the availment of PhilHealth benefits.*
4. *For patients with no PhilHealth Identification Number (PIN) or not yet registered to PhilHealth, Health Care Institutions (HCIs) shall attach to their claims a properly*

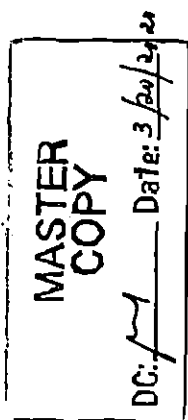


accomplished PMRF and appropriate supporting documents, if available. The said claims shall be submitted manually by the HCIs to the concerned Local Health Insurance Offices (LHIOs) or PhilHealth Regional Offices (PROs)

5. *Health facilities shall be authorized to facilitate the electronic submission of PMRF and supporting documents for the registration and updating of records of their respective patients using applicable online platforms.*
6. *Those availing of PhilHealth benefits with unpaid premium contributions shall be billed later in accordance with pertinent policies on the generation, issuance, and settlement of the Statement of Premium Account (SPA).*
7. *Non-payment of the prescribed premium contributions within the deadline shall be subject to applicable interests and penalties.*
8. *Those without the capacity to pay the prescribed premium contributions may be referred to the Medical Social Workers (MSWs) of public and private hospitals or any Local Social Welfare Development Officers (LSDWOs) for assessment using the intake survey tool of the Department of Health (DOH) or Department of Social Welfare and Development (DSWD).*

F. Benefit Entitlement regarding existing inpatient, outpatient and other packages:

1. Emergency cases shall be given utmost priority during the period of the fortuitous event. Elective procedures when performed during the declared/specified period of a fortuitous event shall not be covered by any of the special privileges except for the extension period for the filing of the claim (Special Privilege No. 1).
2. No Balance Billing (NBB) policy shall be in effect for all the applicable cases. Private HCIs are highly encouraged to observe the NBB policy during the period of the declared/specified period of a fortuitous event.
3. Reimbursement shall be based on the provider payment mechanism at the time of admission.
4. Rules on direct filing except the special privileges and other applicable provisions shall still be in effect.
5. PhilHealth benefit deduction upon discharge is mandatory. Direct filing by members shall be allowed if treated in non-accredited HCIs and transfer is impossible/not feasible. The non-accredited HCI should be duly licensed by DOH or certified by a body approved by PhilHealth.



G. Provisions on Special Privileges

1. **Submission of claims 120 calendar days from the date of discharge.**

This shall also cover claims due for submission for discharges covering the period sixty (60) calendar days before and until the day prior to the actual date of the occurrence of the fortuitous event.

2. **Exemption from the forty five (45) day benefit limit and Single Period of Confinement (SPC) for admissions directly or indirectly related to the Fortuitous Event.**
3. **Reimbursement for both referring and receiving Health Care Institutions.**
 - a. In instances where the patient necessitates transfer both the referring and receiving HCI shall file separate claims and shall both be reimbursed subject to the current limits of the benefit schedule.
 - b. This shall also be applicable to improvised/satellite facilities where patients are brought in for care.
4. **Exemption to the less than 24 hour confinement rule.**

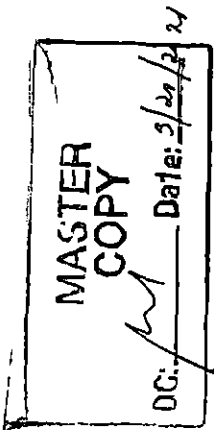
These cases may be reimbursed based on the current rules of reimbursement.

5. **Priority in processing of claims.**

The HCI shall write/stamp on the right upper hand corner of the Claim Form 2 the words "affected by fortuitous event" to facilitate the appropriate tagging of such claim in the system to expedite the processing of claims by PRO/Branches within (30) calendar days or less.

6. **Extension on the submission of the required/mandatory HCI reports**
7. **Extension of the accreditation validity and/or submission of application of health care providers.**
8. **Reimbursement for destroyed claims.**

- a. HCIs with destroyed claims that are due for submission to PhilHealth shall have the option to choose the mode of payment of such claims to be stated in the written request letter. The option could be any of the following.
 - a.1 Recovery or reconstruction of claims applications for submission/filing to Philhealth or
 - a.2 Payment of claims based on the average reimbursement per day of the concerned HCI multiplied by the number of days covering the period from the last submission/filing date up to the date specified by the Corporation. Claims filed by HCIs on or before the date specified by the Corporation which were included in the computation for the payment of claims shall not be processed.



- b. HCIs shall not be allowed to change option once it has been approved by the Corporation.
9. Extension of deadline of payment of premium contribution and/or extension of the date of an existing coverage as prescribed by the Corporation.
10. *Interim Reimbursement Mechanism (IRM) Fund for Accredited Health Care Providers with clear and apparent intent to continuously operate and/or rebuild the HCI*

a. Request for the application of IRM

- a.1 IRM fund shall be limited to the HCIs that were able to submit their application for IRM;
- a.2 The application for IRM shall be coursed through the PRO RVP, Area Vice President (AVP) or directly to the Office of the PCEO;
- a.3 The IRM application shall include IRM contract/ MOA for signature of the Medical Director/ Chief of Hospital/ authorized HCI representative;
- a.4 The IRM HCI applicant shall be informed by the PRO, AVP or Office of the PCEO through a written communication on the final decision of the President and CEO (PCEO) of the Corporation;
- a.5 The decision of the PCEO shall be final and executory.

b. Processing of the IRM contract or memorandum of agreement (MOA) for those with approved request for inclusion in the IRM.

- b.1 The HCI may download from the PhilHealth website the pro-forma IRM contract/MOA for signature of the Medical Director/Chief of Hospital/authorized HCI representative. The contract/MOA shall be accomplished in seven (7) copies (Annex A);
- b.2 The IRM application shall only be processed once the HCI has already signed and forwarded the contract/MOA to the concerned PRO, AVP or Office of the PCEO;
- b.3 The Office of PCEO shall check the track record of the applicant in terms of rendering health care services to PhilHealth members and their dependents prior to approval of the application;
- b.4 The IRM fund shall be released after the contract/MOA has been signed by the PCEO of PhilHealth.

c. Computation of the IRM Fund

The following formula shall be used in the computation of the IRM fund:

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IRM Fund = Average Reimbursement Per Day (ARPD) X No. of days covered***

**Average Reimbursement Per Day (ARPD) = Total amount of paid claims for admissions in the fiscal year before the adverse event, to be divided by 365 days.*

*** Number of days covered shall be 90 days from date of event.*

EXAMPLE:

Hospital A was affected by an event that happened on January 12, 2020. Its ARPD for 2019 was P100,000.00 per day.

PhilHealth determined that the number of days that shall be covered is ninety days (90)

$$\begin{aligned} \text{IRM Fund} &= \text{P100,000.00/day} \times 90 \text{ days} \\ &= \text{P9,000,000.00} \end{aligned}$$

d. IRM fund formula for HCIs that are accredited for less than 1 year prior to occurrence of an event.

IRM Fund = Average Reimbursement Per Day (ARPD) X No. of days covered***

**Average Reimbursement Per Day (ARPD) = Total amount of paid claims for admissions prior to the disruption of its filing of claims with PhilHealth (start of the adverse event). To be divided by the total number of days it has been accredited prior to cessation of its operation due to the adverse event.*

*** Number of days covered shall be 90 days from date of event.*

e. IRM FUND availment options for HCIs

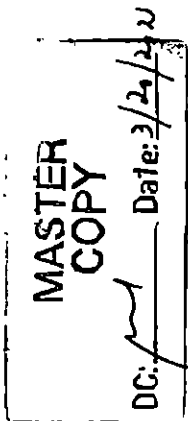
e.1 The HCI may opt to avail the full IRM fund or only a specified percentage thereof.

e.2 Changing the option shall no longer be allowed after the contract is already being processed by PhilHealth.

f. Deduction of Reimbursements for All Valid Claims from the IRM Fund

f.1 Claims filed by the IRM HCI shall be processed following the applicable existing policies and guidelines on claims reimbursement:

f.2 All reimbursements for valid claims filed from the occurrence of an event onwards by the IRM HCI shall be deducted from the IRM fund until such time that the IRM fund has been fully liquidated;



f.3 *Direct filing shall not be allowed for IRM HCIs upon release of the IRM fund. However, all directly filed claims for admissions from the occurrence of an event until the release of the IRM fund shall still be allowed by PhilHealth but shall be deducted from the IRM fund.*

g. Request for Additional IRM Fund

g.1 *Additional IRM fund can be requested more than once and availed of by an IRM HCI (whether initial IRM fund was availed in full or not) provided the following pre-requisites are met:*

g.1.1 *The previously released IRM fund has been liquidated by at least 80% (on or prior to the 90 days after the occurrence of an event);*

g.1.2 *The IRM HCI is assessed by PRO to be compliant with the policies of PhilHealth especially on the use of the IRM fund and health care services rendered to PhilHealth members and their dependents;*

g.1.3 *The IRM HCI submits a letter of request for additional IRM fund that includes justification for the additional fund.*

g.1.4 *The IRM HCI submits other supporting documents that may be requested by PhilHealth.*

g.2 *The additional IRM fund that can be requested shall be up to the initial IRM fund which covered 90 days only.*

g.3 *The additional IRM fund shall be subject to the approval of PCEO of PhilHealth.*

h. A separate order will be issued for the accounting/recording of the IRM Fund.

H. Monitoring

The health care providers shall be subjected to the rules on monitoring and evaluation of performance as provided for in PhilHealth Circular 54, s.2012: Provider Engagement through Accreditation and Contracting for Health Services (PEACHeS) and PhilHealth Circular 19, s. 2018: Health Care Provider Performance Assessment System (HCP PAS) Revision 2.

The concerned PRO shall submit a monthly monitoring and utilization report to the office of the Chief Operating Officer and PCEO. The Office of the Senior Vice President of Health Finance Policy Sector shall be copy furnished of all the reports.

VI. SEPARABILITY CLAUSE

In the event that any part or provision of this Circular is declared unauthorized or rendered invalid by any Court of Law or competent authority, those provisions not affected by such declaration shall remain valid and effective.



VII. REPEALING CLAUSE

PhilHealth Circular No. 0034, s. 2013 hereby repealed, modified or amended accordingly.

VIII. DATE OF EFFECTIVITY

This Circular shall take effect immediately from its publication in a newspaper of general circulation and three (3) certified true copies had been furnished the Office of National Administrative Register (ONAR) of the UP Law Center.


BGEN. RICARDO C. MORALES, AFP (RET) FICD
President and Chief Executive Officer

Date signed: 3/20/2020

DC: 1 Date: 3/20/2020
MASTER COPY



MEMORANDUM OF AGREEMENT FOR HEALTH CARE PROVIDER'S INTERIM REIMBURSEMENT MECHANISM (IRM) UNDER FORTUITOUS EVENT

KNOW ALL MEN BY THESE PRESENTS

This Agreement made and entered into by and between:

The **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government-owned and controlled corporation duly organized and existing by virtue of Republic Act No. 7875 as amended by Republic Act No. 10606 otherwise known as the National Health Insurance Act of 2013 with office address at City State Centre, No. 709, Shaw Blvd, Pasig City, duly represented by its President and Chief Executive Officer for _____ hereinafter referred to as "**PHILHEALTH**"

- and -

The _____, a health care provider entity organized and existing under the law of the Republic of the Philippines, represented herein by its _____ hereinafter referred to as the _____.

WITNESSETH THAT:

WHEREAS, Article XIII of the 1987 Philippine Constitution mandates the State to adopt an integrated and comprehensive approach to health development which shall endeavor to make essential goods, health and other social services available to all Filipinos at affordable cost;

WHEREAS, to implement the aforementioned constitutional provision, R.A. 7875 as amended by R.A. 10606, states that " the Government shall provide health services for all groups" and further explicitly clarified to include "displaced communities and communities in environmentally endangered areas.";

WHEREAS, the PhilHealth Board in its resolution No. 1848 s. 2013 approved the conferment of special privileges affected by fortuitous event and further stated thereto in PhilHealth Circular No. 0034, s. 2013.

WHEREAS, the Corporation has received written communications from Health Care institutions (HCI) from fortuitous-stricken areas requesting for additional aid to remain financially viable and continuously serve the health care needs of affected PhilHealth beneficiaries and seriously affected families particularly for health-related reasons;

WHEREAS, there is an urgent necessity to institute temporary remedial measures specifically an Interim Reimbursement Mechanism (IRM) to pay for the healthcare services provided to PhilHealth beneficiaries by accredited healthcare institutions in areas directly affected by fortuitous event.

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DC: [Signature] Date: 2/20/2014

WHEREAS, the PhilHealth Board approved and issued PhilHealth Board Resolution No. 1855 s.2013 and further stated in PhilHealth Board Resolution No. 2496, s. 2020 providing as 'Interim Reimbursement Mechanism' as one of the special privileges for HCl affected by Fortuitous Event. The mechanism shall provide temporary financial aid in the aftermath of any fortuitous event. The IRM shall enable these healthcare institutions to continuously provide healthcare services to affected PhilHealth beneficiaries.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agreed to bind themselves as follows:

I. AVAILMENT OF THE IRM

A. Request for the application of IRM

1. IRM fund shall be limited to the HCIs that were able to submit their application for IRM;
2. The application for IRM shall be coursed through the PRO RVP, Area Vice President (AVP) or directly to the Office of the PCEO;
3. The IRM application shall include IRM contract/ MOA for signature of the Medical Director/Chief of Hospital/authorized HCl representative;
4. The IRM HCl applicant shall be informed by the PRO, AVP or Office of the PCEO through a written communication on the final decision of the President and CEO (PCEO) of the Corporation;
5. The decision of the PCEO shall be final and executory.

B. Processing of the IRM contract or memorandum of agreement (MOA) for those with approved request for inclusion in the IRM.

1. The IRM application shall only be processed once the HCl has already signed and forwarded the contract/MOA in seven (7) copies to the concerned PRO, AVP or Office of the PCEO;
2. The Office of PCEO shall check the track record of the applicant in terms of rendering health care services to PhilHealth beneficiaries prior to approval of the application;
3. The IRM fund shall be released after the contract/MOA has been signed by the PCEO of PhilHealth

II. COMPUTATION OF THE IRM FUND

A. IRM Fund = Average Reimbursement Per Day (ARPD)* x Number of Days Covered**

* APRD = total amount of paid claims for admission in the fiscal year before the adverse event , to be divided by 365 days.

** Determined number of days shall be ninety (90) days.



- B. IRM Fund Formula for HCIs that are accredited for less than 1 year prior to the occurrence of the event.

IRM Fund = Average Reimbursement Per Day (ARPD)* x Number of Days Covered**

* APRD = total amount of paid claims for admissions prior to the disruption of its filing of claims with PhilHealth (start of the adverse event). To be divided by the total number of days it has been accredited prior to cessation of its operation due to the adverse event.

** Determined Number of days shall be ninety (90) days.

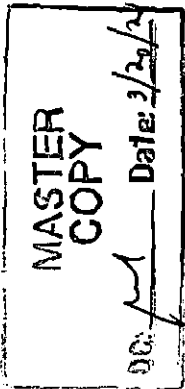
- C. Options for IRM Fund availment

1. The HCI may opt to avail the full IRM fund or only a specified percentage thereof.
2. Changing the option shall no longer be allowed after the contract is already being prescribed by PhilHealth.

- D. The signatories to this Agreement are duly authorized to sign this Agreement and to bind the agency/instrumentality being represented.

III. DEDUCTION OF REIMBURSEMENT FOR VALID CLAIMS FROM THE IRM FUND

- A. Claims filed by the IRM HCI shall be processed following the applicable existing policies and guidelines on claims reimbursements:
- B. All reimbursements for valid claims filed from the occurrence of an event onwards by the IRM HCI shall be deducted from the IRM fund until such time that the IRM fund has been fully liquidated Fund Formula for HCIs that are accredited for less than 1 year prior to the occurrence of the event;
- C. Direct filing shall not be allowed for IRM HCIs upon release of the IRM fund. However, Directly-filed claims for admissions from the occurrence of an event until the release of the IRM fund shall still be allowed by PhilHealth but shall be deducted from the IRM fund.



IV. REQUEST FOR ADDITIONAL FUND

- A. Additional IRM fund can be requested more than once and availed by an IRM HCI provided the following pre-requisites are met:
1. The previously released IRM fund has been liquidated by at least 80%;
 2. The IRM HCI is assessed by PRO to be compliant with the policies of PhilHealth especially on the use of the IRM fund and health care services rendered to PhilHealth beneficiaries;

3. IRM HCI submits a letter request for additional IRM fund that includes justification for the additional fund; and

4. The IRM HCI submits other supporting documents that may be requested by PhilHealth;

B. The additional IRM fund that can be requested shall be determined by PhilHealth.

C. The additional IRM fund shall be subject to the approval of PCEO of PhilHealth.

V. MONITORING

The health care providers shall be subjected to the rules on monitoring and evaluation of performance as provided for in PhilHealth Circular 54, s. 2012: Provider Engagement through Accreditation and Contracting for Health Services (PEACHeS) and PhilHealth Circular 19, s. 2018: Health Care Provider Performance Assessment System (HCP PAS) Revision 2.

VI. MISCELLANEOUS PROVISIONS

A. The Parties shall conform to the general rules and regulations set forth in this Agreement and in all related existing PhilHealth policies and regulations.

B. Disbursement of funds for the IRM shall be in accordance with the policies, internal rules and procedures of PhilHealth and in accordance with the usual governemtn accounting and auditing rules and regulations.

VII. WARRANTIES AND PRESENTATIONS

Each party warrants and represents to the other the following:

A. All prior approvals necessary to negotiate, conclude and perform this Agreement have been obtained and that this Agreement is a binding covenant upon the respective agency/instrumentality being represented by each party.

B. The signatories to this Agreement are duly authorized to sign this Agreement and to bind the agency/instrumentality being represented.

VIII. REVISION OR AMENDMENT

Any amendments, modifications or revisions of this Agreement shall be subject to the mutual agreement of the Parties in writing.

IX. TERMINATION OF AGREEMENT

This agreement may be terminated upon mutual agreement of the Parties in writing or unilaterally by PhilHealth by reason of breach by the Health Care Institution of any provisions of this Agreement or violation of the HCI's Performance Commitment or any of the policies

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Date: 3/24/20
NG: [Signature]

X. **EFFECTIVITY**

This Agreement shall take effect upon signing and shall be valid until IRM fund has been fully liquidated.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2020

PHILIPPINE HEALTH INSURANCE CORPORATION

By: _____

By: _____

SIGNED IN THE PRESENCE OF:

MASTER COPY
DC: Date: 2/24/20

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
) s.s.

BEFORE ME, a Notary Public for and in _____, on this _____ day of _____ 2020, personally appeared the following with their respective competent evidence of identification:

<u>Identification</u>	<u>Date Issued</u>	<u>Place Issued</u>
_____	_____	_____
_____	_____	_____

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deeds as well as that of the entities they respectively represent.

This instrument refers to a Memorandum of Agreement for Interim Reimbursement Mechanism, which consists of six (6) pages including the page whereon this acknowledgement is written, each and every page which, on the left margin, having been signed by the Parties hereto and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series 2020