

## **Performance Commitment for Health Facilities**

### **PHILIPPINE HEALTH INSURANCE CORPORATION**

17th Flr., City State Centre Bldg.,  
Shaw Blvd., Pasig City

**SUBJECT : Performance Commitment for Health Facilities (HFs)**

**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:

**A. REPRESENTATION OF ELIGIBILITIES**

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 a member in good standing of the Philippine Hospital Association (for hospitals and infirmaries only).
3. That we are owned by \_\_\_\_\_  
and managed by \_\_\_\_\_  
and doing business under the name of \_\_\_\_\_  
with License/Certificate No. \_\_\_\_\_.
4. That all health care professionals in our facility, as applicable, are PhilHealth accredited, possess proper credentials and given appropriate privileges in accordance with our policies and procedures.

**B. COMPLIANCE TO PERTINENT LAWS/RULES & REGULATIONS /POLICIES/ ADMINISTRATIVE ORDERS AND ISSUANCES**

Further, we hereby commit ourselves to the following:

5. That we shall adhere to pertinent statutory laws affecting the operations of HFs including but not limited to RA No. 7875, as amended, and RA No. 11223 and their Implementing Rules and Regulations (IRRs), with full knowledge of the consequences of our non-compliance and violations.
6. That we shall abide by all lawful, reasonable and fair 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 HFs in participating in the NHIP.
7. That we shall abide by all the implementing rules and regulations, circulars, advisories and other administrative issuances by PhilHealth affecting us.
8. That our officers, employees, and other personnel are registered members in good standing of the NHIP.
9. 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 accredited HF but also during the corporate existence of our institution.
10. That we shall promptly inform PhilHealth prior to any change in the location, ownership, and/or management of our institution.

11. 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 R.A. No. 11223, RA No. 7875, as amended, and their respective IRRs.
12. That we shall submit reports as may be required by relevant laws, rules, and agencies governing the operations of HFs within the prescribed period and subject to the provisions of the Data Privacy Act.

**C. CONDUCT OF CLINICAL SERVICES, RECORDS, PREPARATION OF CLAIMS AND UNDERTAKINGS OF PARTICIPATION IN THE NHIP**

13. That we are duly capable of delivering the following services for the duration of the validity of this commitment (please check appropriate boxes):

- Infirmary
- Level 1 hospital services
- Level 2 hospital services
- Level 3 hospital services
- Specialized services
  - Radiotherapy
  - Ambulatory Surgical Clinic
  - Hemodialysis/Peritoneal Dialysis
- Others (please specify)

---



---

- Benefit package and other services
  - Tuberculosis Directly Observed Treatment Shortcourse (TB DOTS)
  - Maternity Care Package
  - Newborn Care Package
  - Malaria Package
  - Konsulta Package
  - Outpatient HIV/AIDS Package (for DOH identified HFs only)
  - Animal Bite Package
  - Community Isolation Package
  - COVID-19 Home Isolation Package
  - Medical Detoxification Package
  - Stand Alone Family Planning clinics
  - Cancer Treatment Facilities
  - Z Benefit Package/s

---



---

- 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, EXCEPT when the patient has expressly requested and consented, and undertake to pay from his/her own pocket, for a service/s that is/are not explicitly included in the package, subject to the provisions of the UHC Act.
15. That we shall maintain a high level of service satisfaction among PhilHealth clients including all their qualified dependents/beneficiaries.
16. That we shall ensure that PhilHealth member-patient with needs beyond our service capability are referred to appropriate PhilHealth-accredited HFs.

17. 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.
18. That we, being an accredited provider, shall abide by the rules set in the respective benefit package, including the prescribed disposition and allocation of the PhilHealth reimbursements, as stated in the current guidelines, which shall be used by the HF to be able to provide the mandatory services and ensure better health outcomes
19. That we, being an accredited government health facility, shall provide the necessary drugs, supplies and services with no out-of-pocket expenses on the part of the qualified PhilHealth member and their dependents admitted or who consulted in the HF, as mandated by PhilHealth's No Balance Billing (NBB) policy.
20. That we, being an accredited Konsulta/contracted Z benefit provider/s, as applicable, shall post the co-payment for the drugs/diagnostics or other services, as applicable, in a conspicuous area within the HF.
21. That we shall be guided by Clinical Practice Guidelines (CPGs) that were developed and appraised by the DOH, in cooperation with professional societies and the academe, based on best evidence.
22. 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 HF.
23. That we shall always make available the necessary forms for PhilHealth member-patient's use.

#### **D. MANAGEMENT INFORMATION SYSTEM**

24. 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.
25. That we shall maintain, and upon its request, submit to PhilHealth an electronic registry of physicians and dentists including their fields of practice, official e-mail and mobile phone numbers but subject to the provisions of the Data Privacy Law.
26. That we shall, if connected with e-claims, electronically encode the laboratory / diagnostic examinations done, drugs and supplies used in the care of the patient in our information system which shall be made available for PhilHealth use.
27. That we shall ensure that true and accurate data are encoded in all patients' records.
28. That we shall only file true and legitimate claims in the format required by PhilHealth for our facility, recognizing the period of filing the same after the patient's discharge as prescribed in PhilHealth circulars.
29. That we shall regularly submit PhilHealth monitoring reports as required in PhilHealth circulars.

#### **E. REGULAR SURVEYS/ ADMINISTRATIVE INVESTIGATIONS/ DOMICILIARY VISITATIONS ON THE CONDUCT OF OPERATIONS IN THE EXERCISE OF THE PRIVILEGE OF ACCREDITATION**

30. That we shall recognize the authority of PhilHealth, its Officers and personnel and/or its duly authorized representatives to conduct regular surveys, domiciliary and facility 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 HF of the NHIP.
31. 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 HF 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.

32. 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 HF of the NHIP.
33. 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 accreditation 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.
34. 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.
35. That we shall comply with PhilHealth's summons, subpoena, and other legal or quality assurance processes and requirements.
36. That we shall comply with PhilHealth corrective actions given after monitoring activities within the prescribed period.
37. That we shall consent to receive summons and other notices through electronic mail via our official email addresses (Primary and Secondary email) to be provided to PhilHealth and thereafter acknowledge receipt thereof and recognizing that receipt of the same is similar/analogous to receipt of the original (hardcopy).
38. That in the service and enforcement of a Writ of Execution against our facility, we shall allow the authorized PhilHealth personnel to post Notices of Suspension and/ or Denial of Accreditation, in three (3) conspicuous areas within the facility, preferably near the "PhilHealth Accredited" signage, the main entrance of our building/location, and near the Billing or Accounting Office. That before, during and after posting of notices, we shall ensure the absolute safety and security of PhilHealth personnel in the performance of their official duties.

## **F. MISCELLANEOUS PROVISIONS**

39. 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.
40. 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.
41. 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 HF of the NHIP that may have come to our knowledge directly or indirectly.
42. That we shall inform PhilHealth, through written communication, of our intention to voluntarily withdraw the engagement with PhilHealth not less than fifteen (15) days before the actual termination and for whatever reason.
43. That we shall allow PhilHealth to deduct or charge to our future claims, all reimbursements paid to our institution under the following, but not limited to: (a) during the period of its non-accredited status as a result of a gap in validity of our DOH LTO, suspension of accreditation, etc.; (b) downgrading of level, loss of license for certain services; (c) when no co-payment eligible PhilHealth members and their dependents were

made to pay out-of-pocket for HF and professional fees, if applicable; (d) validated claims of under deduction of PhilHealth benefits or overpayments to HF.

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

44. After due process and in accordance with the pertinent provisions of R.A. 7875 and RA 11223 and their respective IRRs, to suspend, shorten, withdraw temporarily 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, RA 11223 and their IRRs.
45. After due process and in accordance with the pertinent provisions of RA 11223 and R.A. 7875, as amended, and their IRRs, to suspend, shorten, withdraw temporarily 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,

---

**Head of Facility/ Medical Director/ Chief of Hospital**

With my express conformity,

---

**Local Chief Executive/ HF Owner**

---

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ affiant exhibiting his/her validly issued government ID.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20 \_\_\_\_.