

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

PACIFIC CROSS HEALTH CARE, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office located at 8000 Makati Ave., Makati City, represented herein by its **SVP and MEDICAL DIRECTOR, NOEL L. ROSAS, MD, FPCP, FPCC, FAsCC** hereinafter referred to as "**PACIFIC CROSS**";

-and-

_____, a duly licensed hospital organized and existing under and by virtue of the laws of the Republic of the Philippines located at _____ represented herein by its _____, hereinafter referred to as the **HOSPITAL**.

-WITNESSETH-

WHEREAS, PACIFIC CROSS is desirous of availing itself of the medical and hospitalization services of the HOSPITAL to be extended to all bonafide members of the former.

WHEREAS, the HOSPITAL is willing to extend such medical and hospitalization services to the bonafide member of PACIFIC CROSS.

NOW THEREFORE, for and in consideration of the foregoing premises and subject to the following terms and conditions, the parties hereby agree as follows:

1. The HOSPITAL shall identify bonafide PACIFIC CROSS beneficiaries and their appropriate benefits through the Medilink Eligibility System to validate membership and benefits based on rules and parameters established by Pacific Cross.
 - For Outpatient (OP) medical services (consultations, laboratory tests and diagnostic procedures), the member proceeds to the OP Terminal to have the card validated and generate the LOE.
 - For In-patient (IP) medical services (hospital admission), the member proceeds to the IP Terminal to have the card validated and generate the LOE.
 - For Emergency Room (ER) cases where confinement is not needed, once the member has been examined or stabilized, he or she proceeds to the OP Terminal to have the card validated and generate the LOE. If the member requires hospital admission, he or she proceeds to IP Terminal for card validation and generation of LOE.

EXCEPTION: If Point of Service (POS) Terminal is not available or in Situations where technical problems are encountered with the POS Terminal Procedure for Manual Eligibility is conducted by calling Medilink 24-hour Call Center to obtain the approval code for the LOE.

2. That the HOSPITAL and PACIFIC CROSS have agreed to accredit each other and that in all brochures, publications, and other materials, which may be designed, printed and released by either party relating to this Agreement, their names may appear thereon.
3. The HOSPITAL shall at all times see to it that any and all members of PACIFIC CROSS, upon presentation of duly authenticated card shall be admitted, attended to, and served according to his plan provided he is attended by the Plan Coordinator and/or physician duly accredited by PACIFIC CROSS and the accreditation previously approved by the HOSPITAL; and provided further that should the member desire to be confined in a higher level of accommodation that what is provided in his program, the difference in cost of accommodation, laboratory procedures, professional fees, etc., shall be charged against the said member directly by the HOSPITAL; Furthermore, in case of confinement for catastrophic conditions or dread diseases, the HOSPITAL shall bill the member directly for any amount in excess of the plan limit.

The Philippine Health Insurance Corporation (PHIC) and Employees Compensation Benefits, under existing laws shall be deducted from the hospitalization bills by the HOSPITAL. The application forms, papers and/or reports in support thereof or pertinent thereto shall be duly accomplished and filed, on or before the date of discharge of the patient/member, and shall be the responsibility of PACIFIC CROSS. PACIFIC CROSS patients who are likewise PHIC or ECC

beneficiaries shall be required by the HOSPITAL to submit, prior to discharge the necessary documents.

Furthermore, any claim that is denied by Philippine Health Insurance Corporation (PHIC) may be charged subsequently to PACIFIC CROSS by the HOSPITAL provided the diagnosis/illness is included in PACIFIC CROSS's benefit coverage of the member and upon presentation of proof of PHIC denial. PACIFIC CROSS agrees to pay the HOSPITAL within thirty (30) working days from receipt of complete documents and requirements.

In view of the specialized nature of its services, however, the HOSPITAL may refuse admission of patients suffering from communicable diseases or contagious diseases. Nonetheless, the HOSPITAL agrees to provide at least emergency treatment especially on life threatening cases.

4. The HOSPITAL and PACIFIC CROSS shall exercise diligent coordination on all Matters pertaining to any member admitted in the HOSPITAL and both parties agree to establish mutually acceptable recording, billing and accounting systems and procedure.
5. PACIFIC CROSS reserves the right to re-examine and audit any and all billings of the HOSPITAL and to review total billings without prejudice to making correction claims in the event erroneous entries are made.
6. PACIFIC CROSS may use HOSPITAL facilities when carrying its preventive health check-up and physical examination to be conducted by the hospital's active accredited medical staff. PACIFIC CROSS further agrees to compensate the HOSPITAL for the use of said facilities at rates to be mutually determined and agreed upon. The HOSPITAL shall approve or accredit the medical staff that shall be involved in such preventive health check-up activities to be conducted with the use of the HOSPITAL facilities.
7. PACIFIC CROSS's Medical Director is assigned the responsibility of delivering total health care to PACIFIC CROSS members. All admitted PACIFIC CROSS members are therefore considered patients of PACIFIC CROSS's Medical Director. However, he delegates this responsibility of direct patient care to the accredited Plan Coordinator and/or Industrial Health Physician assigned in the HOSPITAL. PACIFIC CROSS's Medical Director, therefore, reserves the right to examine the medical records of the patient and to ask copies thereof as occasions demand and upon consent of the Attending Physician.
8. Unless otherwise provided by this agreement (Condition 3) the HOSPITAL shall not charge and collect directly from the bonafide member referred by PACIFIC CROSS. The HOSPITAL shall cumulate under PACIFIC CROSS's account the charges for services rendered to members of PACIFIC CROSS.
9. The HOSPITAL agrees to grant PACIFIC CROSS _____% discount from its usual charges for all HOSPITAL services excluding professional fees rendered by the HOSPITAL to PACIFIC CROSS members and clients.
10. The HOSPITAL shall grant PACIFIC CROSS an allowable credit period of thirty (30) days, after receipt of a Statement of Account. Within this period, PACIFIC CROSS shall settle the amount due to the hospital.
11. The HOSPITAL shall submit the Statement of Account to PACIFIC CROSS as soon as possible from date of patient's discharge up to a maximum period of thirty (30) days beyond which PACIFIC CROSS will consider claim as prescribed and rendered invalid.
12. The HOSPITAL shall see to it that the Statement of Account or Hospital Bill is duly signed and acknowledged by the patient. The HOSPITAL understands and agrees that PACIFIC CROSS can refuse payment of the Statement of Account or Hospital bills if the same are not signed and acknowledged by the patient.
13. This agreement shall take effect on _____ and shall remain in full force without change for a period of one (1) year and shall automatically be renewed from year to year unless either party shall terminate or modify the conditions of this Agreement by giving three (3) months written notice with the other party prior to the intended date of such termination or modification.
14. In the event of breach of this Agreement or violation of any of the provisions herein stated, the parties may suspend the Agreement with prior written notice subject to reimplementation upon mutual agreement. And the aggrieved party shall be entitled to liquidate damages and attorney's

fees of not less than P1,000.00. In case of litigation, the parties agree that the venue shall be in Makati City.

15. The HOSPITAL warrants that it shall comply with the provisions therein, and in accordance with the requirements of RA 10173 or the Data Privacy Act of 2012.
16. The HOSPITAL warrants that it has obtained the consent of its personnel to disclose their personal data to PACIFIC CROSS in accordance with the Data Privacy Act of 2012. Such personal data shall only be used to fulfill the obligations of this agreement
17. The HOSPITAL warrants that its personnel handling personal data of clients have signed Non-Disclosure Agreements pertaining to client personal data.

IN WITNESS WHEREOF, we the parties above named affixed our signatures hereto on the date inscribed hereunder.

PACIFIC CROSS HEALTH CARE, INC.
By:

[HOSPITAL]
By:

NOEL L. ROSAS, MD, FPCP, FPCC, FAsCC
SVP and Medical Director

Date: _____
Place: Makati City

Date: _____
Place: _____

Signed in the presence of:

_____ and _____
EMERSON S. CONDUCTO
AVP / Director, Provider Network Services

Republic of the Philippines }
_____ } s.s.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, this ____ day of _____, 2018 personally appeared **NOEL L. ROSAS, MD, FPCP, FPCC, FAsCC**, with PRC ID No. 0058739 issued on 1/20/1986 at Manila, in his capacity as **MEDICAL DIRECTOR** of Pacific Cross Health Care, Inc., and _____, with ID Number _____ issued on _____, issued at _____, in his capacity as _____ of _____, known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free and voluntarily act and deed, and the free and voluntarily act of the company and health facility they represent.

WITNESS MY HAND SEAL this ____ day of _____, 2018 at _____.

NOTARY PUBLIC

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Series of 2018

INFORMATION SHEET:

Name of Hospital:

Address:

Phone No.:

Fax No.:

Tax Identification Number:

E-Mail Address:

Contact Person:

Phone Number:

Date of Contract:

Important Contract Terms:

Name of Payee:

Bank Account Name:

Bank Name and Branch:

Bank Account No:
