



MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA") is made and entered into by and between:

The **PHILIPPINE PEDIATRIC SOCIETY**, a private corporation duly registered and existing in accordance with the laws of the Republic of the Philippines, with office address at 52 Kalayaan Avenue, Barangay Malaya, Diliman, Quezon City, represented by its President, **JOSELYN A. EUSEBIO, MD, FPPS, FPSDBP** and hereinafter referred to as "**PPS**" which include, but are not limited to, the following Pediatric Subspecialty Societies, Subspecialty Sections and Affiliate Societies:

Subspecialty Societies:

1. Child Neurology Society of the Philippines (CNSP)
2. Pediatric Infectious Diseases Society of the Philippines (PIDSP)
3. Pediatric Nephrology Society of the Philippines (PNSP)
4. Philippine Academy of Pediatric Pulmonologists (PAPP)
5. Philippine Society of Adolescent Medicine Specialists (PSAMS)
6. Philippine Society for Developmental and Behavioral Pediatrics (PSDBP)
7. Philippine Society of Newborn Medicine (PSnbM)
8. Philippine Society of Pediatric Cardiology (PSPC)
9. Philippine Society of Pediatric Gastroenterology, Hepatology & Nutrition (PSPGHAN)
10. Philippine Society of Pediatric Hematology (PSPH)
11. Philippine Society of Pediatric Metabolism & Endocrinology (PSPME)
12. Philippine Society of Pediatric Oncology (PSPO)
13. Society of Pediatric Critical Care Medicine, Philippines (SPCCM)

Subspecialty Sections:

14. Section of Ambulatory Pediatrics
15. Section of Allergy, Asthma, and Immunology
16. Section of Community Pediatrics
17. Section of Genetics
18. Section of Pediatric Rheumatology

Affiliate Societies:

19. Philippine Society of Pediatric Surgeons (PSPS)
20. Philippine Pediatric Dental Society, Inc. (PPDS)

and

The **ASSOCIATION OF HEALTH MAINTENANCE ORGANIZATIONS OF THE PHILIPPINES, INC.**, a private corporation duly registered and existing in accordance with the laws of the Republic of the Philippines, with office address at Casa

Martha, #9 Martilyo Street, Midtown II, San Roque, 1801 Marikina City, represented by its President, **MARIO M. SILOS**, hereinafter referred to as "**AHMOPI**" which include, but are not limited to, the following members:

HMO Members:

1. Asalus Corporation (Intellicare)
2. Avega Managed Care, Inc.
3. Caritas Health Shield, Inc.
4. Forticare Health Systems International, Inc.
5. Getwell Health Systems, Inc.
6. Health Maintenance, Inc.
7. Health Plan Philippines, Inc.
8. Insular Health Care, Inc.
9. Medicaid Philippines, Inc.
10. Medicare Plus, Inc.
11. Pacific Cross Health Care, Inc.
12. Value Care Health Systems, Inc.

NON-HMO Member:

13. Cocolife Healthcare (A division of United Coconut Planters Life Assurance Corporation)

WITNESSETH:

WHEREAS, the PPS and the AHMOPI have mutually consented to execute this MOA **effective 01 January 2021 and shall expire on 31 December 2023**, after which both parties may jointly review, revise and/or modify the said MOA, if necessary, prior to its renewal.

WHEREAS, the **Pediatrician** is a physician duly licensed to practice the Specialty of Pediatrics in the Philippines, is a bonafide member of the PPS, and has signed his conformity to the provisions of the PPS-AHMOPI MOA and issued a USA by the AHMOPI.

WHEREAS, the PPS shall provide AHMOPI with a list of its **Pediatricians** who have signified conformity to join the PPS-AHMOPI MOA and update the same from time to time.

WHEREAS, the PPS shall have a separate undertaking with its members signifying intentions to join, and agreement with, the PPS-AHMOPI MOA. A list of these PPS Pediatricians will be provided to the AHMOPI. The AHMOPI will issue a USA to the current PPS President, for and in behalf of all participating **Pediatricians** in a given Batch of the same.

WHEREAS, all accredited **Pediatricians** shall have a standardized Professional Fee (PF) for both inpatient and outpatient services, regardless of their field of specialization and place of practice or hospital affiliation.

NOW THEREFORE, for and in consideration of the foregoing premises the parties hereby mutually agree as follows:

1. This MOA pertains to the right of AHMOPI patients to choose **Pediatricians** even if these **Pediatricians** are outside of the AHMOPI-Member's network of accredited physicians. However, only **Pediatricians** who have consented to and have joined this MOA may be chosen by the said AHMOPI patients. Once chosen, the **Pediatrician** cannot refuse to attend to AHMOPI patients except in situations provided for by the Philippine Medical Jurisprudence. In like manner, AHMOPI Members cannot refuse to accredit **Pediatricians** who have agreed to be part of the MOA.
2. Considering the difficulty in applying for inclusion into MOA initiatives under a Covid-19 environment, the PPS and the AHMOPI have agreed to renew the participation of PPS physicians under the 01 June 2017 to 31 December 2019 PPS-AHMOPI MOA (and extended for one (1) year or up to 31 December 2020) – in the 01 January 2021 to 31 December 2023 PPS-AHMOPI MOA. A listing of these **Pediatricians** will be validated by the PPS for which the AHMOPI shall issue a USA.
3. The PPS and the AHMOPI agree to follow the standards of medical care. A peer review mechanism will be set up by both the PPS and the AHMOPI to review the most appropriate clinical practice guidelines in the locality to resolve issues, if any, in the implementation of this MOA.
4. The **Pediatrician** agrees to render quality and cost-effective medical services to patients of AHMOPI members. In consideration for the above services, the following PFs in Philippine Peso, and exclusive of Philippine Health Insurance Corporation (PHIC/PhilHealth fees), will be paid. The PF schedules may be revised and/or modified every two (2) years by the Parties beginning 01 January 2023 and implemented the same way in the renewal years.

4.1. **Outpatient Consultation Fees**

The outpatient consultation fees of the **Pediatrician** shall be five hundred pesos (**PhP 500.00**).

4.2. **Inpatient Daily Visits**

All PF's for both attending **Pediatrician** and co-managing **Pediatrician** shall be based on the following payment schemes:

▪ Ward	–	PhP 750.00
▪ Semi-Private	–	PhP 950.00
▪ Private	–	PhP 1,050.00
▪ Suite	–	PhP 1,400.00
▪ ICU/CCU	–	PhP 1,600.00

4.3. **Other fees**, exclusive of PHIC/PhilHealth) fees, are as follows:

- 4.3.1. For routine pre-procedure medical evaluation, inpatient and outpatient, without medical indications – **PhP 1,000.00**.
- 4.3.2. For pre-procedure medical evaluation, inpatient and outpatient, with medical indications – **PhP 1,200.00**.

4.3.3. Inpatient medical evaluation, intra-operative monitoring –
PhP 1,600.00.

4.4 Room Upgrade

4.4.1. Incremental costs, if any, of **involuntary room upgrades** (i.e., from one room category to the next higher room category, e.g., from ward to semi-private, semi-private to private, private to suite; not from “small” to “large” room of the same category) will be shouldered by the AHMOPI-Member concerned based on their respective contracts with their members.

4.4.2. Incremental costs, if any, of **voluntary room upgrades** (i.e., from one room category to the next higher room category, e.g., from ward to semi-private, semi-private to private, private to suite; not from “small” to “large” room of the same category) will be shouldered by the member-patients. For voluntary room upgrades as defined above, the **Pediatrician** may bill AHMOPI patients for the difference in professional fees (PFs) between the member-patient’s original room category and the upgraded room used, based on the PF schedules of the AHMOPI-Member concerned. The same PF schedules of Items 4.1, 4.2 & 4.3 above should likewise be used for AHMOPI patients who exceed their Maximum Benefit Limits (MBL) or Aggregate Benefit Limit (ABL) under their respective Agreements.

5. The **Pediatrician** shall not "balance-bill" AHMOPI patients for coverable health conditions and ailments. However, for non-coverable health conditions and ailments, including cases exceeding the MBL/ABL, the **Pediatrician** should bill AHMOPI patients for PFs based on the PF schedules of the AHMOPI Member concerned.

6. All PFs are subject to the prevailing withholding tax rates and such other tax provisions. The prevailing Value Added Tax (VAT) currently at 12% shall be shouldered by the AHMOPI member provided the **Pediatrician** submits a VAT registration certificate to the AHMOPI member. On the other hand, withholding tax will be deducted from the PF.

7. For medical procedures listed in the Philippine Health Insurance Corporation handbook of 2001, as amended in 01 April 2009, AHMOPI agrees to pay PFs based on the current/prevaling Relative Value Scale (RVS) and the Philippine College of Surgeons-AHMOPI MOA.

For those procedures not listed, the PPS-AHMOPI Liaison Committee, in collaboration with the PPS subspecialties concerned, shall meet and decide on the most appropriate PF schedules.

8. Similar PFs will apply to all specialists/**Pediatricians** consulted on the management of a particular patient.

9. All bills presented by the **Pediatrician** with complete documentation shall be fully paid by the AHMOPI Member within forty-five (45) days from receipt of outpatient

claims from the **Pediatrician**, and within sixty (60) days from receipt of inpatient claims from the hospital.

- 9.1 A penalty of 3% per month shall be imposed on delays from submission of outpatient and inpatient claims (using the same 45-day and 60-day turn-around time after providing services to the patient) or payment of claims.
- 9.2 It is the responsibility of the AHMOPI Member to remit the payments for PFs directly to the **Pediatrician**, including the certificate of tax withheld at source (Form 2307) for both inpatient and outpatient services.
- 9.3. All claims submitted for processing beyond sixty (60) days from date of outpatient and inpatient availments shall be considered void and non-payable.
10. The **Pediatrician** shall extend utmost cooperation and shall coordinate with the AHMOPI Member on all matters pertaining to the effective and efficient delivery of health care and other support services.
11. The **Pediatrician** shall comply with the policies and guidelines governing the servicing of Plan holders of AHMOPI members such as, but not limited to, providing medical records, operative reports, discharge summaries, among others, whenever these shall be needed.
12. The **Pediatrician** is an independent contractor. Hence, he/she is not considered an employee or an agent of the AHMOPI Member. As such, the AHMOPI Member shall not assume any statutory employer obligations such as, but not limited to, Social Security, PhilHealth, and Employee's Compensation premiums.
13. The **Pediatrician** agrees to hold AHMOPI Members and its Plan holders free and harmless from any claim or liability to any third party arising out of, or related to, any act, omission, or negligence on the part of the **Pediatrician**.
14. A Liaison Committee shall be organized, composed of five (5) representatives from the PPS and AHMOPI – two (2) members from PPS and two (2) members from AHMOPI. The fifth (5th) member, the Chairman, will come alternately from either party beginning with the AHMOPI representative.
- 14.1 The Liaison Committee shall undertake the implementation, monitoring, and arbitration of this MOA based on Implementing Rules and Regulations (IRR) that shall be formulated by both parties.
- 14.2 Any violation of the provision of this MOA by either party shall be brought to the attention of the Committee for proper disposition.
15. Any modification/s to this USA shall be embodied in an Addendum to be attached herein and considered an integral part hereof.
16. Each party may pre-terminate this MOA but only in case of breach of its provisions, by giving the other party a thirty (30) day written notice prior to pre-termination.
17. This MOA is for the exclusive use of the PPS and the AHMOPI. Unauthorized use of the form and content of this agreement is contrary to the mutual agreement of both parties and constitutes an infringement of their proprietary rights.

IN WITNESS WHEREOF, the parties have set their hands on
in Marikina City.


14 JAN 2021


**PHILIPPINE PEDIATRIC
SOCIETY, INC. (PPS)**

**ASSOCIATION OF HEALTH
MAINTENANCE
ORGANIZATIONS OF THE
PHILIPPINES, INC. (AHMOPI)**


By:

By:

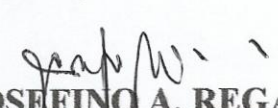

JOSELYN A. EUSEBIO, MD, FPPS, FPSDBP
President

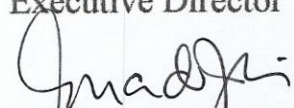

MARIO M. SILOS
President

SIGNED IN THE PRESENCE OF:


FLORENTINA U. TY, MD, FPPS
Secretary


CARLOS D. DA SILVA
Executive Director


JOSEFINO A. REGALADO, MD, MA, FPPS
Chairman, Committee on Professional Health Care


GERARDO J. JIAO, MD
Chairman, Medical Services
Committee

ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)
MARIKINA CITY) S. S.**

BEFORE ME, a Notary Public for and in Marikina City, personally appeared
the following persons with their respective legal documents:

Joselyn A. Eusebio, MD - Professional Regulation Commission No. 58182

Mario M. Silos - SSS No 03-3253014-1

known to me and to me known to be the same persons who executed the foregoing
Memorandum of Agreement and they acknowledged to me that the same is their own
free and voluntary act and deed and the free and voluntary act and deed of the institutions
they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand on

14 JAN 2021

ATTY. MA. ELENA T. MARALLAG-CAJUCOM

Notary Public

Until June 30, 2021
Appointment No. 20 (2019-2020)

PTR No. 8634022/01-04-2021/Marikina City

IBF Lifetime Member No. 014749/05-26-2016/Cagayan

Roll No. 52831

MCLE VI 0028635 valid until 04-14-2022

No. 6 Mariano Arcade, Guntang Street,

Midtown San Roque, Marikina City

Tel No. 8736-11-68/69

Commission Extended to June 30, 2021

by virtue of the resolution dated 12-01-2020

in B.M. No. 3795

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