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IMPLEMENTING RULES AND REGULATIONS

OF THE

PHILIPPINE PEDIATRIC SOCIETY, INC.

AND

ASSOCIATION OF HEALTH MAINTENANCE ORGANIZATIONS OF THE PHILIPPINES, INC.

MEMORANDUM OF AGREEMENT January 1, 2021 to December 31, 2023

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**IMPLEMENTING RULES AND REGULATIONS
OF THE PPS-AHMOPI MEMORANDUM OF AGREEMENT**

ARTICLE I GUIDING PRINCIPLES

Section 1 Declaration of Principles and Policies

- a. Pediatricians of the Philippine Pediatric Society (PPS) and/or its Pediatric subspecialty and affiliate societies and sections, hereinafter referred to as "**Pediatricians**," recognizing the need to alleviate the plight of the Filipino patients, make their professional services available and affordable to the people.
- b. The AHMOPI presents a system of "managed care" whereby the services of the Philippine Pediatric Society and/or its pediatric subspecialty and affiliate societies and sections are made available to its members at affordable costs.
- c. The provisions of this Implementing Rules and Regulations (IRR) are understood to be incorporated in the "PPS-AHMOPI Unified Service Agreement" (USA) between **Pediatricians** and the members of the AHMOPI. Any provision to the contrary or which are in conflict with the provisions herein are deemed invalid.

Section 2 General Objectives

These Implementing Rules and Regulations seek to:

- a. Provide a system whereby AHMOPI patients can avail of the professional services of **Pediatricians** and/or its Pediatric subspecialty and affiliate societies and sections.
- b. Provide a system where AHMOPI patients will be managed with quality and cost effectiveness through observance of Clinical Practice Guidelines, rational drug use, sequencing of diagnostic tests and the judicious use of expensive diagnostic modalities.
- c. Create a PPS-AHMOPI Liaison Committee to liaise, implement, coordinate, monitor, evaluate, and arbitrate any dispute arising out of, or relating to, the MOA and the IRR.

ARTICLE II DEFINITION OF TERMS

Section 3 Definition of Terms

For purposes of this Implementing Rules and Regulations, the terms below shall be defined as follows:

- a. **MOA** - is the PPS-AHMOPI Memorandum of Agreement executed by both parties on 01 December 2020 covering the period 01 January 2021 to 31 December 2023.
- b. The **PHILIPPINE PEDIATRIC SOCIETY (PPS)** - is 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, Philippines.
- c. **Pediatrician** – Diplomates/Fellows of the Philippine Pediatric Society and/or its Pediatric Subspecialty Societies, Subspecialty Sections, and Affiliate Societies which include, but are not limited to, the following:

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)

- e. **Consultation** - consists of history taking, basic physical examination, and depending on the specialty concerned, may include the use of any basic diagnostic tools.
- f. **ASSOCIATION OF HEALTH MAINTENANCE ORGANIZATIONS OF THE PHILIPPINES, INC. (AHMOPI)** - is a duly-organized institution and the first government-recognized trade organization of Health Maintenance Organizations in the country, with office address at Casa Martha, # 9 Martilyo Street, Midtown II, San Roque, 1801 Marikina City, Philippines.
- g. **AHMOPI MEMBERS** include, but are not limited to, the following:

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)

h. **IRR** - Implementing Rules and Regulations of the MOA

ARTICLE III THE PPS-AHMOPI LIAISON COMMITTEE

Section 4 Creation of PPS-AHMOPI Liaison Committee

The PPS-AHMOPI Liaison Committee is hereby created for liaison, implementation, coordination, monitoring, evaluation, and arbitration, if any, of the MOA based on the IRR.

Section 5 Powers and Functions

The PPS-AHMOPI Liaison Committee:

- a. Registers all **Pediatricians** and provides a national directory for those who voluntarily consent to join the MOA.
- b. Maintains a registry of AHMOPI Members and Pediatricians who consent to join the MOA.
- c. Liaises, implements, coordinates, monitors, evaluates, and arbitrates any dispute relating to the MOA and IRR. In the furtherance of these, they have the power to plan strategies, formulate guidelines, rules of procedure, and others.
- d. Formulates and implements disciplinary action on either party who violates the MOA and the IRR.
- e. Resolves all grievances and imposes penalties on AHMOPI and/or Pediatricians involved.
- f. Formulates other strategies for the effective implementation of the MOA & IRR.

Section 6 Committee Membership

The Committee shall be composed of five (5) members – two (2) representatives from each party (PPS and AHMOPI). The fifth (5th) member, the Chairman, will come alternately from either party beginning with the AHMOPI representative. No resolution of the Committee shall be valid without the affirmative vote of at least one (1) representative of the PPS and the AHMOPI. Before the commencement of his term, each Committee member shall appoint an alternate representative who shall exercise all the functions of the regular member whenever the former is unable to do so.

- a. **Appointments** – The PPS and AHMOPI Board will appoint their respective members to the Liaison Committee.
- b. **Tenure** – The tenure of office of each member is one (1) year, subject to reappointment. Vacancies will be filled up by the respective parties to serve the “unexpired” term of the vacancy.

- c. **Meetings and Quorum** – The Committee shall hold meetings depending on need and with a simple quorum to conduct the business and manner thereof.

ARTICLE IV COVERAGE

Section 7 Coverage

The provisions of the IRR shall cover all Pediatricians of the Philippine Pediatric Society who are willing to be part hereof; and all members of AHMOPI, provided they signify their consent hereto in writing with their respective Parties.

- a. 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 Unified Service Agreement (USA).
- b. For new **Pediatricians** joining MOA initiatives, the PPS shall have a separate undertaking with its members signifying intentions to join, and agreement with, the PPS-AHMOPI MOA. Upon presentation by the PPS to the AHMOPI of a list of MOA-participating **Pediatricians**, the AHMOPI will issue a Unified Service Agreement to the current PPS President, for and in behalf of all participating **Pediatricians** in a given Batch of the same.
- c. All **Pediatricians** appearing in the roll of memberships of good standing who voluntarily consent to the MOA are covered. Only **Pediatricians** who have consented to join the MOA and issued a USA can be chosen by AHMOPI patients.
- d. **Pediatricians** who voluntarily consent to the MOA cannot refuse AHMOPI patients once they are chosen, except for just cause as provided for by the Philippine Medical Jurisprudence.
- e. All AHMOPI members who have consented to the MOA cannot refuse the **Pediatricians** who have agreed to join the same, except for just cause/s as determined by the PPS-AHMOPI Liaison Committee.

Section 8 Effective Date

Membership is effective upon issuance by the AHMOPI of a USA for participating Pediatricians in a given Batch until the expiration of the same or upon termination or suspension from either organization for whatever reason.

Section 9 Responsibility of Both Parties

1. Both parties are responsible for submitting to the Liaison Committee the following:
- a. **Pediatricians** in good standing who are willing to provide professional services to all members of the AHMOPI.
- b. All Members of the AHMOPI.

2. For the effective implementation of the MOA, PPS will provide AHMOPI with the following:
 - a. Professional expertise of **Pediatricians** in good standing who voluntarily consent to join the MOA.
 - b. An updated list of **Pediatricians** who consent to join the MOA.
3. The AHMOPI will refer AHMOPI patients to the **Pediatricians** who consent to join the PPS-AHMOPI MOA and issued a USA.

ARTICLE V COMPENSATION SCHEME

Section 10 PPS-AHMOPI Compensation Scheme

Participating **Pediatricians** into MOA initiatives will be afforded the following compensation scheme after they have applied for in writing with the PPS, have been credentialed and approved accordingly, and issued a USA by the AHMOPI which will bear the effective date of the same.

1. Outpatient consultation fees

The Parties agree that the outpatient consultation fee of the **Pediatrician** shall be Five Hundred Pesos (**Php 500.00**) regardless of place of practice.

2. The 12% Value Added Tax (VAT) currently at twelve percent (12%) shall be shouldered by the AHMOPI-Member for VAT-registered **Pediatricians** provided they submit their VAT registration certificates. On the other hand, withholding tax will be deducted from the **Pediatrician's** professional fees.

3. The daily visit professional fees for both the attending **Pediatrician** and co-attending **Pediatrician** shall be based on the following payment schemes:

a. Ward	- Php 750.00
b. Semi-Private	- Php 950.00
c. Private	- Php 1,050.00
d. Suite	- Php 1,400.00
e. PICU/NICU/ICU	- Php 1,600.00

4. Other fees, exclusive of Philippine Health Insurance Corporation (PHIC/PhilHealth) fees, are as follows:

a. For routine pre-procedure medical evaluation, inpatient and outpatient, without medical indications	- PhP 1,000.00
b. For pre-procedure medical evaluation, inpatient and outpatient, with medical indications	- PhP 1,200.00
c. Intra-operative monitoring	- PhP 1,600.00

5. **Pediatricians** who consent to the MOA are not allowed to "balance-bill" AHMOPI patients for coverable health conditions and availments, and are not allowed to enter into any private fee arrangements with AHMOPI patients, even with the latter's consent.

However, for non-coverable health conditions and availments, the **Pediatrician** should bill AHMOPI patients for professional fees based on the professional fee schedules of the AHMOPI-member concerned.

6. 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.
7. 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.
8. The same PF schedules of Items 1, 3 & 4 above should likewise be used for AHMOPI patients who exceed their maximum benefit limits under their respective Agreements.
9. For medical procedures listed in the Philippine Health Insurance Corporation handbook of 2001, as amended in April 1, 2009, AHMOPI agrees to pay the PFs based on the current/prevaling PHIC/PhilHealth 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 subspecialties concerned, shall meet and decide on the most appropriate PF schedules.
10. All other compensation/fees not within the scope of the MOA and the IRR will be deliberated upon by the Liaison Committee.

Section 11 Submission of Claims

All outpatient and inpatient claims must be submitted within forty-five (45) days and sixty (60) days, respectively, from date of services. Consistent with PhilHealth policy on filing of claims, all claims submitted for processing beyond sixty (60) days shall be considered void and non-payable.

Section 12 Payment Period

All bills presented by **Pediatricians** 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.

Section 13 Penalty Clause

A penalty of three percent (3%) per month shall be imposed on delays from submission of outpatient claims (by the **Pediatrician**) or payment of claims (by the AHMOPI Member).

ARTICLE VI GRIEVANCE MECHANISM

Section 14 Complainant

Any member of either party may file a written complaint against a member of the other party. Complaints must be sent to the PPS-AHMOPI Liaison Committee.

Section 15 Complaints

Following are examples of complaints from the parties concerned:

- a. Breach of the MOA.
- b. Non-enforcement of performance standards of the MOA & IRR.
- c. Any other acts inimical to the provisions of the MOA as may be determined by the PPS-AHMOPI Liaison Committee.

Following are examples of offenses by the parties concerned:

- a. **Pediatricians:**
 1. "Balance billing" of AHMOPI patients outside of the scheme of compensation of the MOA.
 2. Refusal to handle AHMOPI patients without just cause.
- b. **AHMOPI Members:**
 1. Refusal to recognize/accredit **Pediatricians** who have consented to join the MOA and have signed the PPS-AHMOPI Unified Service Agreement.
 2. Delays/non-payment of claims (covered by the penalty clause).

Section 16 Resolution

Complaints shall be resolved within thirty (30) days from their submission for resolution. The filing of a complaint herein shall not bar any party from seeking redress in any court of law or alternative venue.

Upon notice to the PPS-AHMOPI Liaison Committee or if the fact of filing is shown, the complaint herein shall be automatically withdrawn.

Section 17 Penalties

The following penalties may be imposed by the PPS-AHMOPI Liaison Committee on any member of the AHMOPI or participating **Pediatricians** for violation of MOA and IRR provisions:

- a. First offense - Admonition and warning
- b. Second offense - Suspension for three (3) months from date of promulgation
- c. Third offense - Suspension for one (1) year from date of promulgation.
- d. Habitual offenses - Termination of the PPS-AHMOPI Service Agreement (for the **Pediatricians**)

- Termination of membership/participation in the PPS-AHMOPI MOA (for AHMOPI members).

ARTICLE VII TERMINATION

Section 18 Termination

This IRR shall be terminated upon expiration of the MOA.

Section 19 Cessation of Responsibilities

Upon termination of the MOA, all responsibilities assumed by both parties shall cease.

ARTICLE VIII INFORMATION DISSEMINATION

Section 20 Information Dissemination

Both parties are obliged to undertake verification of their memberships and intensive dissemination of the MOA and its IRR.

ARTICLE IX EXCLUSIVITY

Section 21 Exclusivity

This IRR is for the exclusive use of the PPS and the AHMOPI only. Unauthorized use of the form and content of this IRR is contrary to the mutual agreement of both parties and constitutes an infringement of their proprietary rights.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 22 Repealing Clause

All orders and memoranda inconsistent with the provisions of the MOA and its IRR are hereby amended.

Section 23 Separability Clause

In the event any provision of the IRR of the MOA or the application of such provision to any person or circumstances is declared invalid, the remainder of the IRR shall not be affected by such declaration.

Section 24 Proclamation and Effective Date

The MOA & IRR shall take effect on January 1, 2021 and expire on December 31, 2023. However, its compensation scheme under Items 1, 3, & 4 under Section 10 of Article V (Compensation Scheme) may be reviewed, revised and/or modified every two (2) years by the Parties beginning 01 January 2023 and implemented the same way in the renewal years. Prior to the expiry of the MOA, both parties may jointly review, revise and/or modify the MOA, if necessary, prior to its renewal.

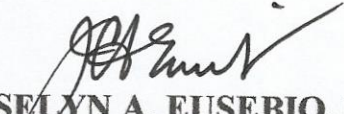
IN WITNESS WHEREOF, the parties have set their hands on 14 JAN 2021
in Marikina City.

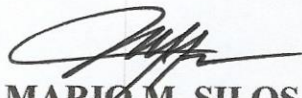
PHILIPPINE PEDIATRIC SOCIETY, INC. (PPS)

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


By:


By:

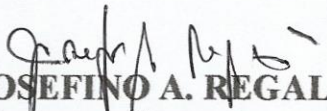

JOSELYN A. EUSEBIO, MD, FPPS, FPSDBP
President

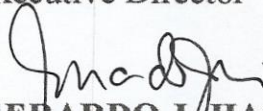

MARIO M. SILOS
President

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

ACKNOWLEDGEMENT

**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. MARAILAG-CAJUCOM
Notary Public
Until ~~December 31, 2020~~ 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, Gunting 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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