



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The Memorandum of Agreement (“MOA”) is made and entered into by and between:

The PHILIPPINE PEDIATRIC SOCIETY, INC. (PPS) an institution duly organized and existing under and by virtue of laws of the Republic of the Philippines, with office address at 52 Kalayaan Avenue, Diliman, Quezon City, represented by its President **JOSELYN A. EUSEBIO, MD, FPPS, FPSDBP**, (hereinafter referred to as “PPS”).

And

The PHILIPPINE ASSOCIATION OF HMO COMPANIES (PAHMOC), an institution duly organized and existing under and by virtue of laws of the Republic of the Philippines, with office address at 8/F Maxicare Tower, 203 Salcedo St., Legazpi Village, Makati City, herein represented by its President, **CHRISTIAN S. ARGOS**. (hereafter referred to as “PAHMOC”)

BACKGROUND:

- A. PPS is the umbrella organization of pediatricians in the Philippines;
- B. PAHMOC is an association of Health Maintenance Organizations (HMOs) in the Philippines with members nationwide; and
- C. PPS and PAHMOC recognize each other as partner institutions and desire to work together in order to render and extend professional medical assistance to the plan holder-patients enrolled under PAHMOC’s HMO program (hereafter referred to as “PAHMOC patients”)

AGREEMENT

1. SCOPE

This MOA provides for the right of PAHMOC patients to obtain the services of PPS- member (Regular members, Fellows or Diplomates) who consented to be part of this MOA.

In addition:

- 1.1. PAHMOC patients shall only secure the services of these PPS- members (Regular members, Fellows or Diplomates who are in good

standing), provided that these physicians consented to and are issued a Unified Service Agreement;

1.2. PPS shall put measures in place to ensure that PPS-member cannot decline to attend to all PAHMOC patients, and PAHMOC shall put measures in place to ensure that member-HMOs cannot decline the application of PPS members to attend to PAHMOC patients under the Unified Service Agreement and this MOA.

1.3. The PPS shall provide PAHMOC with a list of its members who have signified conformity to the PAHMOC-PPS MOA and update the same as the need arises.

1.4. The PPS shall have a separate undertaking with its members signifying intentions to join the PAHMOC-PPS-MOA. A list of PPS Pediatricians with signed undertakings will be provided to the PAHMOC

1.5. All affiliated 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.

2. Implementation Arrangements

This MOA applies to all PPS-affiliated physicians and PAHMOC-member HMOs who submit themselves to and recognize its provisions through a signed consent with their respective Parties.

2.1 The HMO companies under **PAHMOC** include, but not limited to, the following:

1. Asiancare Health Systems, Inc.
2. Carehealth Plus Systems International, Inc.
3. Carewell Health Systems Inc.
4. Eastwest Healthcare, Inc.
5. IMS Wellth Care, Inc.
6. Kaiser International Health Group
7. Life &Health HMP Inc.
8. Maxicare Healthcare Corporation
9. Medocare Health Systems, Inc.
10. Optimum Medical &Health Services, Inc.
11. Philhealth Care, Inc.
12. WellCare Health Maintenance, Inc.

2.2 The Subspecialty societies under PPs include but not limited to the following:

1. Child Neurology Society of the Philippines (CNSP)
2. Society of Pediatric Critical Care Medicine Philippines (SPCCMP)
3. Philippine Society of Pediatric Oncology (PSPO)

4. Pediatric Nephrology Society of the Philippines, Inc. (PNSP)
5. Philippine Academy of Pediatric Pulmonologists, Inc. (PAPP)
6. Philippine Society of Newborn Medicine (PSNbM)
7. Philippine Society for Developmental and Behavioral Pediatrics (PSDBP)
8. Pediatric Infectious Disease Society of the Philippines (PIDSP)
9. Philippine Society of Pediatric Metabolism and Endocrinology (PSPME)
10. Philippine Society of Pediatric Cardiology (PSPC)
11. Philippine Society for Pediatric Gastroenterology, Hepatology and Nutrition (PSPGHaN)
12. Philippine Society of Pediatric Hematology (PSPH)
13. Philippine Society of Adolescent Medicine Specialists (PSAMS)

2.3 Subspecialty Sections:

1. Section on Ambulatory Pediatrics
2. Section on Allergy, Asthma and Immunology
3. Section on Community Pediatrics
4. Section on Clinical Genetics
5. Section on Pediatric Rheumatology

3. Fees

The Parties agree on the following schedule for Professional Fees (PFs):

3.1 The Outpatient Consultation Fee of the PPS diplomates/fellows shall be Five hundred Pesos (Php500.00) regardless of their place of practice.

3.2. Inpatient daily Visits:

3.2.1 All Professional Fees (PFs) for both the PPS Member-Physician and co-attending PPS Member-Physician shall be based on the following payment schemes exclusive of Philippine Health Insurance Corporation (PHIC) Fees:

WARD	Php 750.00
Semi Private	Php 950.00
Private	Php 1050.00
Suite	Php 1400.00
NICU/PICU	Php 1600.00

3.2.2. Other Fees, exclusive of Philippine Health Insurance Corporation (PHIC) fees, are as follows:

3.2.2.1	For routine pre-procedure medical evaluation without medical indications, inpatient and outpatient	Php1,000
3.2.2.2	For pre-procedure medical evaluation, with medical indications, inpatient and outpatient. <i>Note that all medical evaluations for elective procedures must be done on an out-patient basis</i>	Php1,200
3.2.2.3	In patient medical evaluation, intra-operative monitoring exclusive of PHIC fees	Php1,600

4. Balance-billing is not allowed. The membership status of PAHMOC patients do not change when their benefit limits are exceeded. PPS-affiliated physicians, therefore, shall undertake not to charge professional fees more than the foregoing schedule of fees, regardless of whether the benefit limit is exhausted or not. This also goes for non-coverable health conditions or ailments.
5. Incremental costs- The incremental increase in room rate and the resulting adjustment in professional fees should the member upgrade his room accommodation to a level higher than that to which he is entitled under his membership benefits shall be for the PAHMOC patient's account, depending on the healthcare Service Agreement with the HMO.
6. The foregoing compensation scheme shall take effect six (6) months from the effective date of this MOA.

7. PHIC, WITHHOLDING TAX, ETC.

The professional fees under Section 3 above shall be exclusive of the PHIC payment

7.1 The twelve percent (12%) Value Added Tax (VAT) shall be shouldered by the PAHMOC-Member while withholding tax will be deducted from the physician's PFs provided PPS Member-Physicians submit VAT registration certificates.

7.2 For medical procedures listed in the Philippine Health Insurance Corporation (PHIC) handbook of 2001, as amended in April 1, 2009. PAHMOC agrees to pay the professional fees based on the current/prevailing PHIC Relative Value Scale (RVS).

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

7.3. Similar PFs will apply to all PPS Member-Physicians consulted to co-manage a particular patient.

8. PAYMENT DEADLINES

The PAHMOC-member HMO shall be liable for the payment of the PPS-member PFs within forty-five (45) days from receipt of Outpatient bills, and within sixty (60) days from receipt of Inpatient hospital bills, granting that the same is filed and submitted with full and appropriate documentation. **All Claims submitted for processing beyond ninety (90) days from date of Outpatient and Inpatient availment will be considered void and non-payable.** If said claim is not settled by the HMO within the specified time, a penalty of three percent (3%) per month may be imposed until full payment of appropriate charges has been made.

9. LIAISON COMMITTEE

A five (5)-member PPS-PAHMOC Liaison Committee shall be formed

9.1 It shall be comprised of four (4) members- two (2) from PPS and two (2) from PAHMOC and one (1) Chairman to be selected alternately from each Party per year

9.2. It shall oversee the execution of this MOA and its pertinent implementing Rules and Regulations (IRR), and shall undertake to exert their best efforts in amicably settling among themselves any dispute or differences arising from or relating to this MOA

10. Other provisions

10.1 PPS shall provide assistance in cases of grievance (cartelization, balance-billing, etc) reported by PAHMOC.

10.2. If applicable, PPS members who have agreed to the MOA are urged to pay a courtesy call to the HMO Coordinators of each HMO in their locality. To prevent miscommunication, PAHMOC members are also urged to provide the HMO Coordinators list of the PPS members who have agreed to the MOA.

10.3. Issuance of official receipt. PPS member physicians shall issue official receipts to the appropriate PAHMOC Member HMO once payment has been made.

10.4. The Pediatrician shall comply with requests such as, but not limited to, providing medical records, discharge summaries, whenever these shall be needed.

10.5. The Pediatrician shall accept Outpatient results of tests done in laboratories/clinics affiliated by the PAHMOC member.

10.6. The Pediatrician agrees to hold PAHMOC Members free and harmless from any claim or liability arising out of any act of commission, omission or negligence on the part of the Pediatrician.

10.7 Each party may pre terminate this MOA by giving the other party a thirty (30) day written notice prior to pre termination.

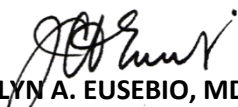
11. Effective Date and Duration

This MOA shall take effect on 01st of September 2021 and shall remain in full force without change and shall expire on 31st of August 2023.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives this day of 25th of August 2021 at Makati City, Philippines

PHILIPPINE PEDIATRIC SOCIETY, INC (PPS)

PHILIPPINE ASSOCIATION OF HEALTH
MAINTENANCE ORGANIZATION COMPANIES,
INC. (PAHMOC)



JOSELYN A. EUSEBIO, MD, FPPS, FPSDBP
President


CHRISTIAN S. ARGOS
President

SIGNED IN THE PRESENCE OF


JOSEFINO A. REGALADO, MD, MA, FPPS
Chair, Professional Healthcare Committee


ATTY. ANDREW PATRICK S. FORNIER
Chairman


EUGENE SAGCAL, MD
Chair Medical Services Committee