



IMPLEMENTING RULES AND REGULATIONS

OF THE
January 1, 2024 to December 31, 2026 MEMORANDUM OF AGREEMENT
OF THE

PHILIPPINE PEDIATRIC SOCIETY, INC.

AND

ASSOCIATION OF HEALTH MAINTENANCE ORGANIZATIONS OF THE PHILIPPINES, INC.

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**IMPLEMENTING RULES AND REGULATIONS
OF THE 2024-2026 PPS-AHMOPI MEMORANDUM OF AGREEMENT**

ARTICLE I GUIDING PRINCIPLES

Section 1 Declaration of Principles and Policies

- 1.1. 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.
- 1.2. 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.
- 1.3. 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:

- 2.1. Provide a system whereby AHMOPI patients can avail of the professional services of **Pediatricians** and/or its Pediatric subspecialty and affiliate societies and sections.
- 2.2. 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.
- 2.3. Create a PPS-AHMOPI Liaison Committee to liaise, implement, coordinate, monitor, evaluate, and arbitrate any dispute arising out of, or relating to, the MOA, the IRR, and the USA.

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:

- 3.1. **MOA** - is the PPS-AHMOPI Memorandum of Agreement executed by both parties covering the period 01 January 2024 to 31 December 2026.
- 3.2. 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.

3.3. **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 and 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 Clinical Genetics
18. Section of Pediatric Rheumatology

Affiliate Societies:

19. Philippine Society of Pediatric Surgeons (PSPS)
20. Philippine Pediatric Dental Society, Inc. (PPDS)
21. Pediatric and Adolescent Gynecological Society of the Philippines (PAGSPHIL)


3.4. **Consultation** - consists of history taking, basic physical examination, and depending on the specialty concerned, may include the use of any basic diagnostic tools.

3.5. **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.

3.6. **AHMOPI MEMBERS** include, but not limited to, the following:

HMO Members:


1. Asalus Corporation (Intellicare)
2. Avega Managed Care, Inc.
3. Forticare Health Systems International, Inc.
4. Getwell Health Systems, Inc.

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5. Health Maintenance, Inc.
 6. Health Plan Philippines, Inc.
 7. Insular Health Care, Inc.
 8. Medicaid Philippines, Inc.
 9. Pacific Cross Health Care, Inc.
 10. Value Care Health Systems, Inc.

NON-HMO Member:

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

Note: An official communication to the PPS by the AHMOPI on additions and/or deletions to the above list of AHMOPI members will suffice and will be valid for purposes of this MOA.

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- 3.7. **IRR** - Implementing Rules and Regulations of the 2024-2026 PPS-AHMOPI MOA.
 - 3.8. **USA** - Unified Service Agreement for PPS MOA-participating Pediatricians of the 2024-2026 PPS-AHMOPI 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:

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- 5.1. Registers all **Pediatricians** and provides a national directory for those who voluntarily consent to join the MOA.
 - 5.2. Maintains a registry of AHMOPI Members and **Pediatricians** who consent to join the MOA.
 - 5.3. Liaises, implements, coordinates, monitors, evaluates, and arbitrates any dispute relating to the MOA, IRR and USA. In the furtherance of these, they have the power to plan strategies, formulate guidelines, rules of procedure, and others.
 - 5.4. Formulates and implements disciplinary action on either party who violates the MOA, the IRR, and the USA.
 - 5.5. Resolves all grievances and imposes penalties on AHMOPI and/or **Pediatricians** involved – within fifteen (15) working days from the date the issues were brought to its attention.
 - 5.6. Formulates other strategies for the effective implementation of the MOA and 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. 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/her 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.

- 6.1. **Appointments** – The PPS and AHMOPI Boards will appoint their respective members to the Liaison Committee.
- 6.2. **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.
- 6.3. **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 organizations.

- 7.1. The PPS and the AHMOPI have agreed to renew the participation of PPS **Pediatricians** under the 01 January 2021 to 31 December 2023 PPS-AHMOPI MOA, specifically those enrolled under Batches one (1) to Six (6). A listing of these **Pediatricians** will be validated anew by the PPS for which the AHMOPI shall issue a Unified Service Agreement (USA). New applicants outside of those in Batches one (1) to Six (6) of the 2021-2023 PPS-AHMOPI MOA will submit the current 2024-2026 MOA application to join MOA initiatives. AHMOPI shall issue a USA to the current PPS President, for and in behalf of all MOA-participating **Pediatricians** in a given Batch of the same.
 - 7.1.1. Membership of PPS MOA-participating **Pediatricians** is effective on the date indicated in the AHMOPI’s USA which it issues to the PPS’s current president for and in behalf of all PPS member-**Pediatricians** who agree to MOA provisions and have signified intentions to join MOA initiatives. Inclusion of a PPS Member-**Pediatrician** into MOA initiatives as well as in a particular USA expires on the date indicated therein or upon termination or suspension from either the PPS or the AHMOPI for whatever reason.
- 7.2. 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.
- 7.3. **Pediatricians** who voluntarily consent to the MOA cannot refuse AHMOPI patients once they are chosen, except for just cause/s as provided for by the Philippine Medical Jurisprudence.

7.4. 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

9.1. Both parties are responsible for submitting to the Liaison Committee the following:

9.1.1. **Pediatricians** in good standing who are willing to provide professional services to all members of the AHMOPI.

9.1.2. All Members of the AHMOPI.

9.2. For the effective implementation of the MOA, PPS will provide AHMOPI with the following:

9.2.1. Professional expertise of **Pediatricians** in good standing who voluntarily consent to join the MOA.

9.2.2. An updated list of **Pediatricians** who consent to join the MOA.

9.3. The AHMOPI will refer AHMOPI patients to the **Pediatricians** who consent to join the PPS-AHMOPI MOA and have been issued a USA.

9.4. PPS Component Societies and Affiliate Societies shall be aware of the proper handling of members who want to join MOA initiatives. Inclusion or non-inclusion in the MOA is a personal choice by the specialist and should be respected by the parties concerned.

9.5. The **Pediatrician** will hold PPS and 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 of commission, omission, or negligence on the part of the **Pediatrician**.

ARTICLE V COMPENSATION SCHEME

Section 10 PPS-AHMOPI MOA 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 and termination date of the same.

The **Pediatrician** agrees to render quality and cost-effective medical services to patients of AHMOPI members. In consideration for the above services, the Parties agree on the following scheme of compensation, exclusive of Philippine Health Insurance Corporation (PHIC) fees, which will take effect six (6) months from the effectivity of the MOA

10.1. Outpatient consultation fees

The Parties agree that the outpatient consultation fee of the **Pediatrician** shall be Six Hundred Pesos (P 600.00) regardless of place of practice. TeleConsult fees shall be P 400.00

10.2. 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.

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

10.3.1. Ward	- P 900.00
10.3.2. Semi-Private	- P 1,100.00
10.3.3. Private	- P 1,200.00
10.3.4. Suite	- P 1,600.00
10.3.5. PICU/NICU/ICU	- P 1,800.00

PPS MOA-participating physicians shall accept outpatient test results done in DOH-licensed laboratories and clinics and accredited by AHMOPI Members.

10.4. Other fees, exclusive of PHIC fees, are as follows:

10.4.1. For routine pre-procedure medical evaluation, inpatient and outpatient, without medical indications - P 1,150.00

10.4.2. For pre-procedure medical evaluation, with medical indications, inpatient and outpatient (i.e., medical evaluation is related to the procedure to be done; and the patient has comorbid condition/s which can put him/her at risk). Note: Medical evaluation for elective procedures must be done on an outpatient basis. Any exception to this rule will have to be treated on a case-to-case basis. - P 1,400.00

10.4.3. Intra-operative monitoring - P 1,800.00

10.5. **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 PF schedules of the applicable MOA.

10.6. 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.

10.7. 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 PFs between the member-patient's original room category and the upgraded room used, based on the PF schedules of the applicable MOA.

10.8. The same PF schedules of Items 10.1., 10.2., 10.3., and 10.4. above should likewise be used for AHMOPI patients who exceed their Maximum Benefit Limit (MBL) or Aggregate Benefit Limit (ABL) under their respective Agreements.

10.9. 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 Relative Value Scale (RVS). 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.

10.10. 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 PHIC'S 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

12.1. All bills presented by **Pediatricians** with complete documentation shall be fully paid by the AHMOPI Member according to the applicable MOA rates 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.

12.2. PPS MOA-participating **Pediatricians** shall issue Official Receipts to the AHMOPI Member concerned for every payment received.

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

14.1. 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.

14.2. Any violation of the provision of the MOA, IRR and USA by either party shall be brought to the attention of the Liaison Committee for proper disposition. It shall resolve within fifteen (15) working days all issues brought to its attention. Based on the decision of the Liaison Committee, appropriate action and possible sanctions shall be imposed on erring entities.

Section 15 Complaints

15.1. Following are examples of complaints from the parties concerned:

- 15.1.1. Breach of the MOA.
- 15.1.2. Non-enforcement of performance standards of the MOA and IRR.
- 15.1.3. Any other acts inimical to the provisions of the MOA, IRR and USA as may be determined by the PPS-AHMOPI Liaison Committee.

15.2. Following are examples of offenses by the parties concerned:

Pediatricians:

- 15.2.1. "Balance billing" of AHMOPI patients outside of the scheme of compensation of the MOA.
- 15.2.2. Refusal to handle AHMOPI patients without just cause.

AHMOPI Members:

- 15.2.3. Refusal to recognize/accredit **Pediatricians** who have consented to join the MOA and have been issued a USA.
- 15.2.4. Delays/non-payment of claims (covered by the penalty clause).

Section 16 Resolution

Complaints shall be resolved within fifteen (15) working 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 , IRR and USA provisions:

- 17.1. First offense - Admonition and warning
- 17.2. Second offense - Suspension for three (3) months from date of promulgation
- 17.3. Third offense - Suspension for one (1) year from date of promulgation.
- 17.4. 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 EFFECTIVITY AND TERMINATION

Section 18 Effectivity and Termination

This IRR shall be terminated upon expiration of the 2024-2026 PPS-AHMOPI 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 MISCELLANEOUS PROVISIONS

Section 21 Data Privacy

21.1. The PPS and the AHMOPI and their respective constituent members shall ensure compliance with the Data Privacy Act of 2012, its Implementing Rules and Regulations and issuances of the National Privacy Commission.

21.2. PPS further warrants that it has obtained the requisite consents in accordance with the applicable data privacy laws empowering the AHMOPI to lawfully process the personal information of the **Pediatricians** for the explicit purpose of accreditation. In addition to the aforementioned consents, PPS further assures that it has secured the following relevant consents:

21.2.1. **Storage and Retention Consent:** PPS affirms that the **Pediatricians** have provided consent for the storage and retention of their personal information by AHMOPI and its constituent members for a duration necessary to fulfill the accreditation process.

21.2.2. **Payment Processing Consent:** PPS warrants that the **Pediatricians** have provided their consent authorizing the AHMOPI and its constituent members to process their personal information for the purpose of settlement of applicable professional fees and other relevant financial transactions.

21.2.3. **Information Sharing Consent:** PPS guarantees that the **Pediatricians** have granted consent for the sharing of their personal information with relevant entities involved in the accreditation process, particularly AHMOPI's constituent members.

21.2.4. **Communication Consent:** **Pediatricians** have given consent for the AHMOPI and its constituent members to communicate with them regarding accreditation-related matters using the contact information provided.

21.2.5. **Updates and Amendments Consent:** PPS acknowledges and agrees that the AHMOPI may, from time to time, update and amend the information collected for accreditation purposes, and to this end, PPS warrants that this has been communicated to the **Pediatricians** and that consent was provided as well.

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

This 2024-2026 PPS-AHMOPI MOA shall take effect on January 1, 2024 and shall remain in force without change and will expire on December 31, 2026. Prior to the expiry of the MOA, both parties may jointly review, revise and/or modify the MOA, if necessary, prior to its renewal for another three (3)-year period.

04 APR 2024

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

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

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

By:

By:



FLORENTINA U. TY, MD, FPPS
President


MARIO M. SILOS
President

SIGNED IN THE PRESENCE OF:


WILFREDO R. SANTOS, 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, MBAH
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:

Florentina U. Ty, MD, FPPS - Professional Regulation Commission No. 50516

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 _____

04 APR 2024

ATTY. VENER C. MALABANAN III
Notary Public
Notary Public
Appointment No. 09 (2024-2025) Marikina City
PTR No. 1519801/1-03-2024/Manila City
IBP No. 366686/11-09-2023/Manila III
Roll No. 45118
MCLE Compliance No. VII-0026620
Issued on - 04-14-2023 Valid until 4-14-2025
No. 6 Mariano Arcade, Gunting Street,
Midtown Subd., San Roque, Marikina City
Mobile No. 0917-826-1220

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