



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, **FLORENTINA U. TY, MD, FPPS** 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 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)

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. Forticare Health Systems International, Inc.
4. Getwell Health Systems, Inc.
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.

WITNESSETH:

WHEREAS, the PPS and the AHMOPI have mutually consented to execute this MOA.

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 2024-2026 PPS-AHMOPI MOA (MOA) and issued a Unified Service Agreement (USA) by the PPS and the AHMOPI.

WHEREAS, the PPS shall provide AHMOPI with a list of its Pediatricians who have signified conformity to join the 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 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 MOA-participating 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 the **Pediatricians** who have agreed to be part of the MOA.

2. 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 USA. New PPS Pediatrician-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.

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 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 this MOA

4.1. Outpatient Consultation Fees

The outpatient consultation fees of the **Pediatrician** shall be six hundred pesos (P 600.00) regardless of their field of specialization and place of practice. TeleConsult fees shall be P 400.00.

4.2. Inpatient Daily Visits

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

▪ Ward	–	P	900.00
▪ Semi-Private	–	P	1,100.00
▪ Private	–	P	1,200.00
▪ Suite	–	P	1,600.00
▪ ICU/CCU	–	P	1,800.00

PPS MOA-participating **Pediatricians** shall accept outpatient test results done in Department of Health (DOH)-licensed laboratories and clinics and accredited by AHMOPI Members.

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

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

4.3.2. 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

4.3.3. Inpatient medical evaluation, intra-operative monitoring - P 1,800.00

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 PFs between the member-patient's original room category and the upgraded room used, based on the PF schedules of the applicable MOA. 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 and are not allowed to enter into any private PF arrangements with AHMOPI patients, even with the latter's consent. 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 applicable MOA.

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. Privacy

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

7.2. 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:

7.2.1. **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.

7.2.2. **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.

7.2.3. **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.

7.2.4. **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.

7.2.5. **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.

8. 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 2009 PHIC Relative Value Scale (RVS).

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.

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

10. All bills presented by the **Pediatrician** 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.
- 10.1 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.
- 10.2 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.
- 10.3. All claims submitted for processing beyond sixty (60) days from date of outpatient and inpatient availments shall be considered void and non-payable.
- 10.4. PPS MOA-participating **Pediatricians** shall issue Official Receipts to the AHMOPI Member concerned for every payment received.
11. 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.
12. 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 PPS or the AHMOPI Member. As such, PPS or 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 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**.
14. 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.
15. A PPS-AHMOPI 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.

- 15.1 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.
- 15.2 Any violation of the provision of this MOA 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 committee, appropriate action and possible sanctions shall be imposed on erring entities.
16. Any modification/s to this MOA shall be embodied in an Addendum to be attached herein and considered an integral part hereof.
17. This 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.
18. 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.

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

PHILIPPINE PEDIATRIC SOCIETY (PPS)

By:


FLORENTINA U. TY, MD, FPPS
 President

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

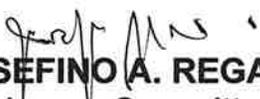
By:

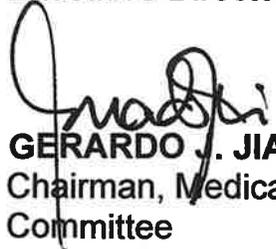

MARIO M. SILOS
 President

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 Services


GERARDO J. JIAO, MD, MBAH
 Chairman, Medical Committee

ACKNOWLEDGMENT

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

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.

04 APR 2024

IN WITNESS WHEREOF, I have hereunto set my hand on _____.

ATTY. VENER C. MALABANAN III
Notary Public
UP to date until 31, 2025
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-0028620
Issued on - 04-14-2023 Valid until 4-14-2025
No. 6 Mariano Arcade, Guntang Street,
Midtown Subd., San Roque, Marikina City
Mobile No. 0917-826-1220

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