



MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Agreement is executed by and between:

PHILIPPINE OBSTETRICAL AND GYNECOLOGICAL SOCIETY (Foundation), INC., a non-stock, non-profit corporation duly organized and existing under and pursuant to the laws of the Republic of the Philippines, with principal office address at No. 56 Malakas Street, Diliman, 1100 Quezon City, Philippines, represented herein by its President, **Marlyn T. Dee, M.D., FPOGS**, hereinafter referred to as "POGS."

AND

ASSOCIATION OF HEALTH MAINTENANCE ORGANIZATIONS OF THE PHILIPPINES, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with business address at 2/F Casa Martha, # 9 Martilyo Street, Midtown II, San Roque, 1801 Marikina City, Philippines, represented herein by its President, **Mario M. Silos**, hereinafter referred to as "AHMOPI."

WITNESSETH: THAT-

WHEREAS, POGS, is an association of medical practitioners in the field of obstetrics and gynecology in the Philippines, which aims to enhance the professional growth and welfare of its members, among its other objectives;

WHEREAS, AHMOPI is an association of Health Maintenance Organizations (HMO) which aims to promote *managed care* services in the Philippines through partnerships with different institutional healthcare providers and medical specialty societies;

WHEREAS, both POGS and its subspecialty societies and its affiliates thereof, desire to ensure the protection of their members in their dealings with AHMOPI members with regard to their professional fees and other benefits;

WHEREAS, AHMOPI warrants that it has supervisory and disciplinary authority over its members based on its established By Laws and Code of Conduct;

WHEREAS, both parties desire to enter into an agreement to strengthen the medical services in the field of obstetrics and gynecology in the Philippines through HMOs;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, both parties agree as follows:

Section 1. Coverage as to POGS

PhilHealth-accredited POGS Fellows and/or Diplomates in good standing (hereinafter referred to as the "Physicians") who sign up for the POGS-AHMOPI MOA shall be covered by this Agreement.

Section 2. Coverage as to POGS and AHMOPI

The PHILIPPINE OBSTETRICAL AND GYNECOLOGICAL SOCIETY (Foundation), Inc. and its subspecialty societies and recognized affiliate members, but not limited to those listed below, are bound by this Memorandum of Agreement (MOA) pursuant to the membership rules of the POGS:

POGS SUBSPECIALTY SOCIETIES:

1. Philippine Society of Maternal and Fetal Medicine (PSMFM)
2. Philippine Society of Reproductive Medicine (PSRM)
3. Philippine Society for The Study of Trophoblastic Disease (PSSTD)
4. Philippine Society of Ultrasound in Obstetrics and Gynecology (PSUOG)
5. Philippine Society of Gynecologic Endoscopy (PSGE)
6. Philippine Society for Cervical Pathology and Colposcopy (PSCPC)
7. Society Of Gynecologic Oncology of The Philippines (SGOP)
8. Philippine Society of Urogynecology And Reconstructive Pelvic Surgery (PSURPS)
9. Philippine Infectious Diseases Society for Obstetrics and Gynecology (PIDSOG)

POGS RECOGNIZED AFFILIATE MEMBERS:

1. Philippine Society of Climacteric Medicine (PSCM)
2. Perinatal Association of the Philippines (PAP)
3. Pediatric and Adolescent Gynecology Society of the Philippines (PAGSPHIL)
4. Asia Oceania Genital Infections and Neoplasia – Manila (AOGIN-Manila)
5. Aesthetic Gynecologic Society of the Philippines, Inc. (AGSPI)
6. Philippine Society for Fertility Preservation, Inc. (PSFP)

AHMOPI Members, but not limited to those listed below, are bound by this Memorandum of Agreement (MOA) pursuant to the membership rules of the AHMOPI:

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. Mediacard Philippines, Inc.
10. Medicare Plus, Inc.
11. Pacific Cross Health Care, Inc.
12. Value Care Health Systems, Inc.

Non-HMO Member:

13. Cocolife Health Care (a Division of United Coconut Planters Life Assurance Corporation)

Section 3. Professional Fees

- 3.1. The Physician who applies for, and is credentialed and approved by, the POGS; and is evaluated and issued a Unified Service Agreement by the AHMOPI for inclusion into the POGS-AHMOPI MOA initiatives shall receive an outpatient consultation fee inclusive of routine pelvic examinations of Pesos Six Hundred (P600.00). TeleConsult fee will be at P 400.00.

3.1.1. In case of inpatient consultation, i.e., gynecology consult/clearance, consultation fee shall be based on room rate as defined in 3.1.3 below.

3.1.2. In case of procedures and/or deliveries, both parties agree to use the current/prevaling Relative Value Units (RVU) set by the Philippine Health Insurance Corporation (PHIC)(PhilHealth) and by the multiplier set by POGS and the AHMOPI, as follows:

3.1.2.1. Ward/Out-patient	:	P 140.00
3.1.2.2. Semi-Private	:	P 145.00
3.1.2.3. Private	:	P 150.00
3.1.2.4. Suite	:	P 155.00

3.1.3. Following are daily visit fees for patients admitted in the hospital but are not operated on:

3.1.3.1. Ward/Out-patient	:	P 700.00
3.1.3.2. Semi-Private	:	P 850.00
3.1.3.3. Private	:	P1,000.00
3.1.3.4. Suite	:	P1,300.00
3.1.3.5. ICU	:	P1,500.00

3.1.4. Whatever changes there may be in the PHIC/PhilHealth RVS in the future (within the POGS-AHMOPI MOA period) will take effect six (6) months after the effective date of the change.

3.1.5. For outpatient and inpatient Gyne clearances, with or without indications, a flat rate of P 1,200.00 shall be paid regardless of room accommodation, and is inclusive of the day's visit fee.

3.1.6. For Emergency Room Gyne clearance, with or without indications, a flat rate of P 1,400 shall be paid. If the patient is admitted under the OB Gyne doctor who provided the Gyne clearance, the flat rate of P 1,400 is inclusive of the first day's visit fee.

3.1.7. For examinations done for procedures; and collection of specimens done for cytology (pap's smear, grams stain, wet smear), an additional P 350.00 will be paid for the use of consumables such as gloves, under pads, lubricating jelly, cytology brush and utilities expense.

3.1.8. For wound care, an additional P 350.00 will be paid.

3.2. The above surgical compensation schemes under 3.1.2. are inclusive of two (2) days pre-operative and five (5) days post-operative visits. Compensation for subsequent daily visits for confinement for complications that may occur after surgery for the same or new condition/s which may not be related to the initial surgery shall be the same as provided for in Section 3.1.3. above.

3.3. The Physicians are not allowed to balance-bill AHMOPI patients for coverable health conditions and ailments, 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 ailments, the physicians may bill AHMOPI patients for Professional Fees (PFs) based on professional fee schedules of the POGS-AHMOPI MOA.

3.4. Discounts for Senior Citizens or Persons with Disability will not apply to MOA rates.

3.5. Other charges:

3.5.1. Incremental costs, if any, of involuntary room upgrades, (i.e., from one room category to the next higher room category, not from a particular level to the next level within the same category), shall be shouldered by the AHMOPI-Member concerned based on their respective Service Agreements with its members.

3.5.2. Incremental costs, if any, of voluntary room upgrades (i.e., from one room category to the next higher room category, not from a particular level to the next level within the same category), shall be shouldered by the member-patient and paid directly to the physician. For voluntary room upgrades as defined above, the physician may bill AHMOPI member-patient's for the difference in professional fees between the member patient's original room category and the upgraded room used, based on the PF schedules of the POGS-AHMOPI MOA which are currently applicable within the contract period of this Service Agreement with the AHMOPI-member concerned.

3.5.3. The same PF schedules of Section 3.1.3. above should likewise be used for AHMOPI member-patients who exceed their Maximum Benefit Limit/Aggregate Benefit Limit under their respective Service Agreements.

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3.6. It is understood that all consultation and professional fees referred to herein, which is due to the Physicians who are part of the POGS-AHMOPI MOA, are exclusive of fees or payment due from the PhilHealth. However, it is also understood that if the AHMOPI member-patient is not a PhilHealth member, the Physician shall not bill the former nor the AHMOPI member concerned for the PhilHealth portion of the availment.

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3.7. All bills presented by the Physician with complete documentation shall be fully paid by the AHMOPI Members within forty-five (45) days from receipt of out-patient claims; and within thirty (30) days from receipt of inpatient claims from the hospital. For outpatient claims, and consistent with PhilHealth policy on filing of claims, documents submitted beyond sixty days (60) days from date of availment shall be considered void and non-payable.

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3.7.1. A penalty of three percent (3%) per month shall be imposed on delays:

3.7.1.1. Beyond forty-five (45) days for submission of outpatient claims by the Physicians;

3.7.1.2. Beyond forty-five (45) days for payment of outpatient claims by the AHMOPI members;

3.7.1.3. Beyond thirty (30) days from submission of inpatient claims (of the Physicians, from the hospital) by AHMOPI members.

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Section 4. Physicians' Affiliation with HMO members of AHMOPI

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4.1. AHMOPI patients have the right to choose Physicians of POGS and/or its affiliated subspecialty societies or recognized affiliate members, even if the Physicians are outside AHMOPI member's current network. However, only the Physicians who have signed up for MOA initiatives may be chosen by the said patients. Once chosen, the Physician cannot refuse to attend to all AHMOPI member-patients. In like manner, the AHMOPI member cannot refuse to accept POGS Physicians who signed up for MOA initiatives.

4.2. The Unified Service Agreement of AHMOPI (for and in behalf of its Members) with POGS Physician (for purpose of the POGS-AHMOPI MOA) shall be in conformity with this Agreement.

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Section 5. Taxes

The Value Added Tax (eVAT) on professional fees (PFs) of the Physicians shall be shouldered by the AHMOPI members provided the Physicians submit VAT registration certificates. However, the corresponding Withholding Tax shall be deducted from the Physicians. AHMOPI Members shall be responsible for remitting all taxes imposed on the professional fees of the Physicians.

[Handwritten signatures and initials on the left margin, including names like 'Judge', 'M. H.', 'C.', 'S.', 'D. M.', and 'S. S.']

Further, said AHMOPI Members shall provide proof of remittance of the required taxes such as Form W-2 of the Bureau of Internal Revenue (BIR) or any applicable proof of remittance to the BIR specified under the law. The said Form W-2 should be submitted on time along with the payment due the Physicians.

Section 6. Arbitration

- 6.1. In case of any dispute as to the implementation, interpretation or compliance with the terms and conditions of this MOA, the parties may resort to arbitration proceedings as provided by law.
- 6.2. The parties shall form a Liaison Committee consisting of two (2) representatives from each party. The fifth (5th) member, who is the Chairman, will come alternately from either party. The said Committee shall formulate the rules and regulations of arbitration not contrary to arbitration law.

Section 7. Data Privacy

To safeguard the security and integrity of all personal data and information of the data subjects as defined by RA 10173 and its IRR, as well as various issuances of the National Privacy Commission on Data Privacy, both parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity, and security of all personal data that may come to its knowledge or possession by reason of any provision of this MOA; and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times. Each party shall report to the other within twenty-four (24) hours from discovery of any data breach that it may encounter in connection with this undertaking.

Section 8. Obligations and Warranties

- 7.1 Both parties are obliged to disseminate the provisions of this MOA to all its members. All participating members of POGS and AHMOPI are deemed to be duly informed of the provisions of this agreement within thirty (30) days upon signing thereof by both parties.
- 7.2 POGS and AHMOPI warrant that it would impose sanctions on its members for non-compliance with the provisions of this MOA after due process has been observed.

Section 9. Effectivity

- 8.1. This MOA shall be effective on January 01, 2022 and will expire on December 31, 2024. However, Section 3 hereof shall be subject to a review every year on the anniversary month of the MOA.

8.2 Whatever changes there may be in the PHIC RVU in the future (within the POGS-AHMOPI MOA period) will take effect six (6) months after the effective date of the change.

Section 10. Entire Agreement

The terms and conditions herein contained constitute the entire agreement between the parties and supersede all previous communications whether oral or written between the parties hereto with respect to the subject matters hereof, and no other previous agreement or understanding varying or extending the same shall be binding upon either party hereto.

Section 11. Amendments

No amendment or modification to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

Section 12. Applicable Law and Venue

This Agreement is governed by the laws of the Republic of the Philippines. Any action arising in connection with the implementation and/or interpretation of this Agreement shall be brought before the proper judicial and/or quasi-judicial courts of Quezon City.

IN WITNESS WHEREOF, this MOA has been executed by the parties as of the date first above written.

**PHILIPPINE OBSTETRICAL AND
GYNECOLOGICAL SOCIETY
(FOUNDATION), INC.**

**ASSOCIATION OF HEALTH
MAINTENANCE ORGANIZATIONS
OF THE PHILIPPINES, INC.**


By:



Marlyn T. Dee, M.D., FPOGS
President

By:



Mario M. Silos
President

SIGNED IN THE PRESENCE OF:


Rowena M. Auxillos, M.D., FPOGS
Chairperson, POGS Taskforce on HMOs


Carlos D. Da Silva
Executive Director


Leilani C. Chavez-Coloma, M.D., FPOGS
Board Secretary


Gerardo J. Jiao, M.D.- MBAH
Chairman, Medical Services
Committee

ACKNOWLEDGMENT


Republic of the Philippines)
_____) S.S.
MARIKINA CITY

BEFORE ME, a Notary Public for and in MARIKINA CITY,
and on this date 03 MAR 2022 personally appeared the following
persons with their respective Community Tax Certificates or government
identification cards, to wit:

Name	Document Presented
Marlyn T. Dee, MD, FPOGS	PCR No. 0053326
Mario M. Silos	SSS No. 03-3253014-1

Known to me to be the same persons who executed the foregoing
MEMORANDUM OF AGREEMENT and that the same is their free and voluntary
act and deed.

WITNESS MY HAND AND SEAL on the date and place first above-
mentioned.


ATTY. MA. ELENA T. MARAÑON LAG-CAJUCOM
Notary Public
Notary Public
Until June 31, 2022
Appointment No. 20 (2019-2020)
PTR No. 4023774/01-03-2022/Marikina City
IBP Lifetime Member No. 014749/05-26-2016/Cagayan
Roll No. 52831
MCLE VI 0028635 valid until 04-14-2022
No. 6 Mariano Arcade, Guntong Street,
Miatown San Roque, Marikina City
Tel No. 8631-25-60
Commission Extended to June 31, 2022
by virtue of the resolution dated Sept. 28, 2021
in B.M. No. 3795

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Book No. 90 ;
Series of 2022.