



MEMORANDUM OF AGREEMENT



This Memorandum of Agreement ("MOA") is made and entered into by and between:

The **PHILIPPINE OBSTETRICAL AND GYNECOLOGICAL SOCIETY (Foundation), Inc.**, an institution duly organized and existing under and by virtue of laws of the Republic of the Philippines, with office address at 56 Malakas St., Diliman, Quezon City represented by its President, **MARLYN T. DEE, MD** (hereafter referred to as "POGS")

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., Legaspi Village, Makati City represented by its President, **CHRISTIAN S. ARGOS** (hereafter referred to as "PAHMOC")

Collectively, they shall be known as the **Parties**.

BACKGROUND:

- A. **POGS** is an organization of surgical specialists in the Philippines;
- B. **PAHMOC** is an association of health maintenance organizations (HMOs) in the Philippines with patients across the country; and
- C. **POGS** and **PAHMOC** recognize each other as partner institutions and desire to work together in order to render and extend professional medical/surgical assistance to the planholder-patients enrolled under PAHMOC's HMO program (hereafter referred to as "PAHMOC patients").

AGREEMENT:

1. Scope

This MOA shall provide for the right of **PAHMOC** patients to obtain the services of **POGS**-affiliated Fellows or Diplomates, except in circumstances where there are no available Fellows or Diplomates, regardless of the latter's accreditation status with the PAHMOC-member HMO, but nevertheless affiliated with the accredited hospital or clinic where the member is to be confined or the surgery is to be performed. Under this MOA, a **Diplomate** is a physician who has fulfilled the requirements set forth by the Philippine Board of Obstetrics and Gynecology (PBOG) and has been duly recognized by the BOT upon notification. A **Fellow** is a Diplomate in Obstetrics and Gynecology who, after a prescribed period, has been elected as such by the Board of Trustees (BOT) upon the recommendation of the Committee on Credentials and Membership and the Committee on Ethics and Medical Practice.

In addition:

- 1.1. PAHMOC shall only secure the services of these POGS credentialed surgeons, provided that these surgeons consented to and are issued a Unified Service Agreement;
- 1.2. POGS shall put measures in place to ensure that POGS doctors cannot decline to attend to PAHMOC patients; and
- 1.3. PAHMOC shall put measures in place to ensure that member-HMOs cannot decline the application of POGS doctors to attend to PAHMOC patients under the Unified Service Agreement and this MOA.

2. Implementation Arrangements

- 2.1. Concurrence of surgical specialty societies and HMO company-members
 - 2.1.1. **POGS** and **PAHMOC** agree to secure the concurrence of their affiliated surgical specialty societies and HMO company-members respectively, so that this MOA is binding and enforceable against them.
 - 2.1.2. This MOA applies to all POGS-affiliated Surgeons and PAHMOC-member HMOs who submit themselves to and recognize its provisions through a signed consent with their respective Parties.
 - 2.1.3. The specialty societies under the **POGS** include, but are not limited to the following:

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 Diseases (PSSTD)
4. Philippine Society for Gynecologic Endoscopy (PSGE)
5. Philippine Society for Cervical Pathology and Colposcopy (PSCPC)
6. Philippine Society of Urogynecology and Reconstructive Pelvic Surgery (PSURPS)
7. Philippine Society of Ultrasound in Obstetrics and Gynecology (PSUOG)
8. Society of Gynecologic Oncologists of the Philippines (SGOP)
9. Philippine Infectious Diseases Society for Obstetrics and Gynecology (PIDSOG)

POGS AFFILIATE SOCIETIES:

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)

2.1.4. 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

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3. Professional Fees

3.1. The Physician who applies for, and is approved by, the POGS & the PAHMOC for inclusion into the POGS-PAHMOC MOA shall receive an outpatient consultation fee inclusive of routine pelvic examination of Five Hundred and Fifty Pesos (Php550) for two years then becomes subject for review (from date of effectivity of the MOA which is February 1, 2022) and Four Hundred Pesos (Php400) for teleconsultation.

3.1.1. For patient Obstetric and Gynecologic consultations, the 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 (PhilHealth) and by the multiplier set by POGS and the PAHMOC, as follows:

3.1.2.1 Ward /Outpatient	Php	140
3.1.2.2 Semi Private		145
3.1.2.3 Private		150
3.1.2.4 Suite		155

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

3.1.3.1 Ward /Outpatient	Php	700
3.1.3.2 Semi Private		850
3.1.3.3 Private		1,000
3.1.3.4 Suite		1,300
3.1.3.5 ICU		1,500

3.1.4. Other Fees

3.1.4.1 Obstetric Gynecologic Clearance. If referrals were made to the OB-GYNE doctor for Clearance in the Emergency Room, and no surgery ensued from the referral, the professional fee shall be

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Php1,400 inclusive of the day's visit. In case the doctor does not personally see the patient, the professional fee shall be Php1,200 for Clearance in the Emergency Room.

3.1.4.2 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.

3.1.4.3 For wound care an additional Php350.00 will be paid.

3.1.4.4 The Professional Fee of the **first Assistant Surgeon** – who should be a POGS-affiliated Diplomate or Fellow, except in circumstances where a Diplomate or Fellow is not available, regardless of accreditation status with the PAHMOC-member HMO – shall be covered/paid based on the following:

3.1.4.4.1 Surgeries with a Relative Unit Value of at least 250 units, based on the PHIC RVS as provided for in Section 3.1.2

3.1.4.4.2 The first Assistant Surgeon's fee will be paid as follows:

3.1.4.4.2.1 Fellow/Diplomate: 25% of Surgeon's Fee

3.1.4.4.2.2 Non-specialist Physician (excluding residents-in-training – 10% of Surgeon's Fee)

3.1.4.5 For MULTIPLE SURGERIES, either done by the same surgeon or another surgeon, compensation structure is as follows:

3.1.4.5.1 100% of the RUV allowed for the primary procedure

3.1.4.5.2 100% of the RUV for secondary procedures done by another subspecialist.

3.2. The above surgical compensation schemes 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 above.

3.3. The membership status of PAHMOC patients does not change when their benefit limits are exceeded. POGS-affiliated surgeons, 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.

3.4. The Physicians are not allowed to balance-bill PAHMOC patients for coverable health conditions and ailments and are not allowed to enter into any private fee arrangements with PAHMOC patients, even with the latter's consent. However, for non-coverable health conditions and ailments, the physicians may bill PAHMOC patients for professional fees (PFs) based on the professional fee schedules of the PAHMOC member concerned.

4. Other Charges

- 4.1. 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 PAHMOC-member concerned based on their respective Service Agreements with its members.
- 4.2. 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 PAHMOC 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-PAHMOC MOA

5. Payment Deadlines

The PAHMOC-member HMO shall be liable for the payment of the POGS doctor's professional fees within **forty-five (45) days** from receipt of outpatient bills, and within **thirty (30) days** from receipt of inpatient hospital bills, granting that the same is filed and submitted with complete documentation (see *Appendix A*). All Claims submitted for processing beyond ninety (90) days from date of out-patient and in-patient avilment 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.

5.1. The Physician will help facilitate requests for documents by HMO. In the same manner, PAHMOC member HMOs will have to process in accordance with the specified time period, the documents duly submitted to PAHMOC HMOs, for payment of professional fees.

6. The 12% VAT shall be shouldered by the PAHMOC member for VAT registered POGS member physicians provided they submit their VAT registration certificates. The withholding tax will be deducted from the POGS member physician professional fees.

7. Liaison Committee

A five (5)-member POGS-PAHMOC Liaison Committee shall be formed. It shall comprise four (4) members – two (2) from POGS and two (2) from PAHMOC – and one (1) Chairman to be elected alternately from each Party per year. 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.

8. PHIC

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

9. Other Provisions

9.1. POGS and PAHMOC shall provide assistance in cases of grievance (cartelization, balance-billing, etc.).

9.1.1. POGS will process complaints through the POGS Grievance Committee while PAHMOC will address complaints through their Medical Services Division or Committee.

9.2. If applicable, POGS 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 POGS members who have agreed to the MOA.

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

9.4. POGS shall exert all reasonable efforts to ensure that its members assist in facilitating requests for documentation necessary for the processing of patient benefits, such as but not limited to, providing medical records, discharge summaries, whenever these shall be needed. Such requests and assistance shall be in accordance with existing data privacy law and regulations.

9.5. POGS shall exert all reasonable efforts to ensure that its members accept Outpatient results of tests done in laboratories/clinics affiliated or duly accredited by any PAHMOC member, and shall not require repeats of said tests unless the same is medically necessary and warranted by the circumstances.

9.6. POGS shall hold all PAHMOC members free and harmless from any claim or liability arising out of any act of commission, omission, or negligence on the part of their members unless the PAHMOC member has directly contributed to the same. POGS shall also exert all reasonable efforts to obtain the same commitment from all of its members.

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

10. Data Privacy Clause

In order to safeguard the security and integrity of all personal data and information of the data subjects as defined by RA 10173 and its IRR, 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 Agreement 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 leaks or breach that it may encounter within this system.



11. Effective Date and Duration

The foregoing compensation scheme shall take effect six months following the effectivity date of the MOA until December 31, 2024. This MOA shall take effect on February 1, 2022 and shall remain in full force without change, unless by prior mutual agreement of the Parties, and shall expire on December 31, 2024. Changes in the PHIC Relative Value Scale, if any, shall be adopted in the computation of professional fee compensation for surgical cases six (6) months after the effective date of the change.

12. Amendment and Modification

The Parties may, by mutual written agreement, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto; or, (ii) waive any compliance with or modify, amend, or supplement any of the agreements contained in this Agreement or waive or modify performance of any of the obligations of any of the Parties hereto.

13. Entire Agreement

This MOA constitutes the entire agreement among the Parties hereto and supersede all prior agreements and understanding, oral and written, among the Parties hereto with respect to the subject matter hereof.

14. Governing Law

This MOA shall be governed by and constructed in accordance with the laws of the Republic of the Philippines.

15. Dispute Resolution

Any dispute arising out or relating to this MOA (including, but not limited to, the validity, enforceability, interpretation, performance, breach or termination thereof), shall be finally resolved by arbitration. Arbitration proceedings shall be in accordance with the rules of the Philippine Dispute Resolution Center (PDRC). The venue of arbitration shall be in Metro Manila, Philippines.

16. Separability of Provisions

If any one or more of the provisions contained in this Agreement or any documents executed in connections herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives this 19 APR 2022 day of 2022, at Makati, Philippines.

PHILIPPINE OBSTETRICAL AND GYNECOLOGICAL SOCIETY (Foundation), INC. (POGS)

PHILIPPINE ASSOCIATION OF HEALTH MAINTENANCE ORGANIZATION COMPANIES (PAHMOC)

By:

MARLYN T. DEE, MD
President

By:

CHRISTIAN S. ARGOS
President

Signed in the Presence of:


ROWENA M. AUXILLOS, MD
Chair, POGS-HMO Committee


ATTY. ANDREW PATRICK A. FORNIER
Chairman


MARIA VIRGINIA S. ABALOS, MD
Member, Liaison to BOT


EUGENE SAGCAL, MD
Chair, Medical Services Committee

ACKNOWLEDGEMENT

Republic of the Philippines)
_____ QUEZON CITY, S.S.


BEFORE ME, a Notary Public for and in _____ QUEZON CITY, and on this date 19 APR 2022 personally appeared the following persons with their respective Community Tax Certificates or government identification cards, to wit:

Name	Document Presented	Reference No.
Marlyn T. Dee, MD		
Christian S. Argos	Passport	P6541856A

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.

Doc. No. 64 ;
Page No. 13 ;
Book No. XVI ;
Series of 2022.


ATTY. RYAN C. CORTEZ
Notary Public Quezon City
Until December 31, 2022
PTR No. 2564877 01/27/2022; Quezon City
IBP No. 178355; 02/15/2022;
Roll No. 72112 MCLE Compliance No. VI - 0030668
Adm No. NP-071 (2021-2022)

