



12 December 2016

Dear POGS Doctor:

For the past many years, Health Maintenance Organizations (HMOs) have played a very important role in providing our citizenry with quality yet affordable healthcare products and services. This is done by partly negotiating with institutional healthcare providers and medical specialists for “preferred” rates and fees, payment schemes included. The Philippine Obstetrical & Gynecological Society (POGS) and the Association of Health Maintenance Organizations of the Philippines, Inc. (AHMOPI) are glad to partner in this noble endeavor.

Last 21 November, the POGS-AHMOPI Memorandum Of Agreement (MOA) and its Implementing Rules and Regulations (IRR) were signed – covering the period November 1, 2016 to December 31, 2018. Attached are some of the salient features of both documents.

A Unified Service Agreement (USA) from the AHMOPI will be issued to all participating POGS Diplomates and Fellows. The USA is a contract issued by the AHMOPI for and in behalf of all its members – to all participating POGS Diplomates and Fellows under the POGS-AHMOPI MOA & IRR, and incorporates the terms and conditions of the same, among other standard provisions thereof. It is signed by all the company presidents and/or principal representatives of AHMOPI members, and the Executive Director of the Association.

One of the more important features of the MOA & IRR is the “all-or-nothing” provision on the participation of both POGS Diplomates and Fellows and AHMOPI members in the MOA, i.e., neither party can choose the other. To begin with, only POGS Diplomates and Fellows may join MOA initiatives. Once enrolled, the POGS Diplomate/Fellow cannot choose AHMOPI members (the HMOs) and patients to administer to. In like manner, AHMOPI members cannot choose the POGS Diplomates/Fellows for as long as they agree to, and apply for, inclusion into MOA initiatives. However, in both instances above, exceptions would be for justifiable reasons as provided for by the Philippine Medical Jurisprudence and as determined by the POGS-AHMOPI Liaison Committee.

It is important to note that if for some reason you do not wish to apply for inclusion into the 2013-2015 POGS-AHMOPI MOA, but remain as an affiliated physician of any of the AHMOPI members under your existing (perhaps open-ended) Service Agreement with them, your compensation package may not be at par with what is now being provided under the POGS-AHMOPI MOA.

Joining the POGS-AHMOPI MOA is quite simple:

1. **Please reply to the question below and email your response to the POGS Head Office, (pogsinc@gmail.com) c/o Ms. Katheleen Gail Maldo** (PCP Tel. Nos. : (02)921 7557 mobile; 0918-821 1898; and 0922 838 4744) Please note that your response must be made within two (2) days from receipt of this letter, reaching the POGS within a TAT (turn-around-time) of five (5) working days if through courier services.
2. Having received your positive response, the POGS will email/send you the following:
 - 2.1. An Information Sheet for accomplishment. Do not leave any item unanswered **especially your contact numbers, email address/es and mailing address.**
 - 2.2. AHMOPI's Unified Service Agreement (USA) for your signature.
 - 2.1.1. **Sign all pages of the USA** and email/send it back to the POGS soonest. Unsigned pages will be returned to you for signature.
 - 2.1.2. If you are VAT registered, email your VAT Registration Certificate to the POGS.
 - 2.1.3. Please note that the USA is **signed by all AHMOPI member-company presidents and/or principal reps to the Association but, at this point, lacks the signature of the Executive Director. Note that without his signature, your USA is not valid.**
2. Following a credentialing process, and **if approved**, the POGS shall forward your signed USA (including a copy of your application) to the AHMOPI. If not approved, the POGS shall communicate with you on why your application is denied or "on hold" pending negotiations.
3. AHMOPI reviews your application, and **if approved, the Executive Director signs your USA and emails/sends it back to the POGS, which in turn will revert to you.** If not approved, the AHMOPI shall communicate with you and the POGS on why your application is denied or "on hold" pending negotiations.
4. Upon receipt of your USA, we encourage you to visit the various AHMOPI medical coordinators in the hospitals where you are a consultant, and/or in hospitals where you have visiting privileges – **providing them with a copy of your USA.**
5. Any issues or concerns from all parties should be **fully documented and submitted to the Liaison Committee of the POGS** (of which the AHMOPI Executive Director is a member, or Chairman, alternating with the POGS) – for handling. You may reach the AHMOPI at Tel. Nos. 633 97 02, or email at **carlosleedasilva@gmail.com or ahmopi@yahoo.com** in that order.

There are about 4 million AHMOPI plan holders as of 01 January 2016 and the numbers are increasing especially now that **the HMO industry is under an Insurance Commission regulatory environment.** HMO patients are a good source of patient-referrals. It is estimated that for every single HMO patient administered to, a doctor's client-base may be enhanced ten times over. With the AHMOPI's participation in government's PPP initiatives on MicroHealth; and PhilHealth's over 87 million Filipinos in its enrollee base, and with HMO benefits normally integrated with PhilHealth's, we expect AHMOPI members and POGS doctors to be able to continue providing millions of our countrymen with healthcare benefits.

We encourage you to join the POGS-AHMOPI MOA for all the good it stands for, and more importantly enabling both organizations to fulfill their social responsibility to the Filipino people by providing our mutual clients and patients with quality yet affordable healthcare services.

May we reiterate that the **AHMOPI is the only recognized trade organization of HMOs in the country today.** Its current members are: Avega Managed Care, Inc.; Caritas Health Shield, Inc.; Cocolife Healthcare; Health Maintenance, Inc.; Health Plan Philippines, Inc.; Insular Health Care, Inc.; Intellicare; Medicard Philippines, Inc.; and Pacific Cross Health Care, Inc. (the former Blue Cross Health Care, Inc.).

Thank you and kindest regards.

Happy Holidays!

Very truly yours,

Philippine Obstetrical & Gynecological Society (POGS)

Association of Health Maintenance Organizations of the Philippines, Inc. (AHMOPI)


Blanca C. de Guia-Fuerte, M.D., FPOGS
President


CARLOS D. DA SILVA
Executive Director

=====(Email this page to the PCP Secretariat (pogsinc@gmail.com) c/o Ms. Kathleen Gail Maldo)=====

To: **Philippine Obstetrical and Gynecological Society:**

I wish to join the POGS-AHMOPI MOA initiatives. Please send me an application for my perusal.

Thank you.

Printed Name and Signature

Contact Numbers

Email Address

Mailing Address

Salient Features of the POGS-AHMOPI MOA & IRR (2016-2018)

1. The provisions of the MOA shall cover all Diplomates/Fellows of the Philippine Obstetrical & Gynecological Society and of its affiliate subspecialty societies (hereinafter called POGS Physician); and members of AHMOPI who are willing to be part hereof, provided they signify their consent hereto in writing with their respective Parties.
2. The MOA provides for the right of AHMOPI patients to choose POGS Physicians, even if these physicians are outside of the AHMOPI-Member's network of accredited physicians. However, only POGS Physicians who have consented to the MOA may be chosen by the said AHMOPI patients. Once chosen, the POGS Physician 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 POGS Physicians who have agreed to be part of the MOA except for valid and just cause as provided for in the POGS or PMA Ethical Guidelines (published in 2011); or the PMA Code of Ethics; or as determined by the POGS-AHMOPI Liaison Committee.
3. POGS-AHMOPI (MOA) Compensation Scheme
 - 3.1. Outpatient consultation fees:

Outpatient consultation fees of the Physician, inclusive of routine pelvic examinations, shall be Pesos Four Hundred Php 400.00 regardless of the place of practice.
 - 3.2. Inpatient consultation fees, i.e., gynecology consults/clearances will be based on room rates as provided in item 4 below.
 - 3.3. The Value Added Tax (eVAT) on Professional fees of the Physician shall be shouldered by the AHMOPI members provided the Physician submits VAT registration certificates. The withholding tax shall be deducted from the Physician. The BIR Form W-2 shall be given on time along with the duly stipulated payment.
 - 3.4. All professional fees for procedures and/or deliveries shall be based on the current/prevaling PhilHealth Relative Value Scale (RVS) 2011. A 4-tiered multiplier for professional fees shall be paid by the AHMOPI Members in behalf of their member-patients as follows:

3.4.1.	Ward/Outpatient	: Php 120.00/RUV
3.4.2.	Semi-Private	: Php 125.00/RUV
3.4.3.	Private	: Php 130.00/RUV
3.4.4.	Suite	: Php 135.00/RUV

For multiple procedures, please see **Annex A**.
 - 3.5. The daily visit professional fees for patients admitted into the hospital but are not operated on shall be:

- | | | |
|--------|-----------------|----------------|
| 3.5.1. | Ward/Outpatient | : Php 550.00 |
| 3.5.2. | Semi-Private | : Php 650.00 |
| 3.5.3. | Private | : Php 700.00 |
| 3.5.4. | Suite | : Php 1,100.00 |
| 3.5.5. | ICU | : Php 1,300.00 |
- 3.6. For outpatient and inpatient Gyne clearances, with or without indications, a flat rate of P 800.00 shall be paid regardless of room accommodation, and is inclusive of the day's visit fee.
 - 3.7. For Emergency Room Gyne clearance, with or without indications, a flat rate of P 1,000 shall be paid. If the patient is admitted under the OB Gyne doctor who provided the Gyne clearance, the flat rate of P 1,000 is inclusive of the first day's visit fee.
 - 3.8. For examinations done for procedures; and collection of specimens done for cytology (pap's smear, grams stain, wet smear), an additional Php 150.00 will be paid for the use of consumables such as gloves, under pads, lubricating jelly, cytology brush and utilities expense.
 - 3.9. For wound care, an additional Php 150.00 will be paid.
 - 3.10. The aforementioned surgical compensation schemes are inclusive of two (2) days pre-operative and five (5) days post-operative visits. Subsequent daily visits shall be the same as provided for in Section Article V, Section 11, Item 4 above.
 - 3.11. In hospitals where there are no residents-in-training, the AHMOPI members will pay the first Assistant Surgeon for both open and laparoscopic procedures with an RVS of at least 250 units; and for the following procedures below 250 units in RVS, i.e., Cesarean Section; Total Abdominal Hysterectomy with Bilateral Salpingo-oophorectomy with life-threatening conditions; Trachelorrhaphy (post-partum NSD); Oophorectomy involving huge cysts; and Ruptured Ectopic Pregnancy; and procedures identified by the POGS-AHMOPI Liaison Committee and/or in cases pre-negotiated with the HMO.

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

- 11.1. Fellow/Diplomate - 25% of Surgeon's Fee
 - 11.2. Non-Specialist Physician (excluding residents-in- training - 10% of Surgeon's Fee
- 3.12. Except for procedures and collection of specimens done for cytology (pap smear, grams stain, wet smear) and wound care, where an additional Php 150.00 will be charged for the use of consumable supplies, all other consumable supplies shall be paid 100%. If these consumable supplies are not available in the hospital and are supplied by the Physicians and billed directly to the HMO, it shall be paid 100%. If these supplies are not coverable under the AHMOPI patient's benefit, they shall be billed directly to the patient.

- 3.13. Physicians who apply for and sign up under the POGS -AHMOPI MOA are not allowed to balance-bill AHMOPI patients and are not allowed to enter into any private fee arrangements with HMO patients, even with the latter's consent.
- 3.14. For multiple surgeries, either done by the same surgeon or another surgeon, compensation structure under Annex "A" shall apply.
- 3.15. The parties agree that the foregoing Professional Fees herein agreed upon shall be exclusive of the PhilHealth payment as applicable. However, it is also understood that if the AHMOPI member-patient is not a PhilHealth member, the Physician shall not bill the AHMOPI member concerned for the PhilHealth portion of the availment.
- 3.16. All other compensation / fees not within the scope of this MOA and IRR will be deliberated upon by the Liaison Committee.
- 3.17. The scheme of compensation will take effect on 01 January 2017. Whatever changes there may be in the PhilHealth RVS in the future (within the POGS-AHMOPI MOA period) will take effect six (6) months after the effective date of the change.
- 3.18. The compensation scheme shall be subject to review by both parties every year on the anniversary month of the MOA.
- 3.19. Other Charges:
 - 3.19.1. 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 Agreements with their members.
 - 3.19.2. 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 AHMOPI Patient. For voluntary room upgrades as defined above, POGS Physicians may bill AHMOPI Patients for the difference in professional fees between the AHMOPI Patient's original room category and the upgraded room used, based on the professional fee schedules of the POGS-AHMOPI MOA which are currently applicable within the contract period of his/her Service Agreement with the AHMOPI-Member concerned.
 - 3.19.3. The same professional fees of 3.4 & 3.5 above should likewise be used for AHMOPI member-patients who exceed their Maximum Benefit Limits under their respective Service Agreement.
- 3.20. The POGS's Physician's Professional Fees shall be exclusive of the PhilHealth payment as applicable. However, it is also understood that if the AHMOPI member-patient is not a PhilHealth member, the POGS Physician shall not bill the AHMOPI

member concerned for the PhilHealth portion of the availment. All other compensation/fees not within the scope of this MOA and IRR will be deliberated upon by the Liaison Committee.

4. All bills submitted by the POGS Physicians 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.
5. A penalty of three percent (3%) per month shall be imposed on delays:
 - 5.1. Beyond forty-five (45) days for submission of out-patient claims by the POGS Physicians;
 - 5.2. Payment of out-patient claims by the AHMOPI members;
 - 5.3. Beyond thirty (30) days for payment of in-patient claims (of the POGS Physician, from the hospital) by AHMOPI members.

Consistent with PHilHealth's policy, **claims submitted beyond sixty (60) days will be deemed void and non-payable.**

6. POGS Physicians are not allowed to balance-bill AHMOPI patients and are not allowed to enter into any private fee arrangements with HMO patients, even with the latter's consent. However, for non-coverable health conditions and availments, including cases exceeding their Maximum Benefit Limits, the POGS Physicians may bill AHMOPI-patients directly for professional fees based on the professional fee schedules of the POGS-AHMOPI MOA which are currently applicable within the contract period of his/her Service Agreement with the AHMOPI-Member concerned.
7. The POGS Physician is an independent contractor, hence he/she is not considered an employee or an agent of the AHMOPI Member. As such, the AHMOPI Member shall not assume any statutory employer obligations such as, but not limited to, Social Security, PhilHealth, and Employee's Compensation premiums, etc.
8. The POGS Physician agrees to hold 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, omission or negligence on the part of the POGS Physician.
9. Complaints, if any, by either party against the other may be filed with the POGS-AHMOPI Liaison Committee.

ANNEX “A”

Multiple Surgeries

- 3.5. Multiple related surgical procedures performed during the same operative session involving the same or separate incision shall be compensated as follows:
 - 1.1. If done by the same surgeon:
 - 1.1.1. 100% of the RUV allowed for the primary procedure. (Primary procedure is considered to be the surgical procedure that has the highest RUV).
 - 1.1.2. 50% of the RUV allowed for the secondary procedure.
 - 1.1.3. 25% of the RUV allowed for the subsequent (tertiary, etc.) procedures, subject to evaluation.
 - 1.2. If done by another surgeon
 - 1.2.1. 80% of the RUV allowed for the procedure.
2. Multiple unrelated surgical procedures, done either by the same surgeon or another, involving same or separate incision performed during the same operative session, shall be compensated as follows:
 - 2.1. 100% of the RUV allowed for the primary procedures.
 - 2.2. 50% of the RUV allowed for secondary procedures
 - 2.3. 25% of the RUV allowed for subsequent (tertiary, etc.) procedures, subject to evaluation.



PHILIPPINE OBSTETRICAL & GYNECOLOGICAL SOCIETY
and
ASSOCIATION OF HEALTH MAINTENANCE ORGANIZATIONS OF THE PHILIPPINES, INC.



INFORMATION SHEET ON THE PHYSICIAN
(Please fill out completely)

NAME: _____ **DATE OF BIRTH:** _____
Surname First Name Middle Name

MEDICAL SPECIALTY SOCIETY _____
MEDICAL SUB-SPECIALTY SOCIETY _____

EMAIL ADDRESS: _____

TELEPHONE / MOBILE NOS. _____

HOSPITAL AFFILIATION/S	ADDRESS	TEL. NOS. WITH AREA CODES

CLINIC SCHEDULES IN HOSPITAL:

Hospital

Day/s	Time	Room	Tel. Nos.

CLINIC SCHEDULES IN PRIVATE CLINICS:

Day/s	Time	Room	Tel. Nos.

PROFESSIONAL AFFILIATIONS:

Specialty Board of Affiliations [] Diplomate [] Fellow [] POGS Registration No. _____

PRC Lic. No. _____ TIN _____ PMA No. _____

BIR Registration Certificate [] VAT Registered (**Submit photocopy of Certificate of VAT Registration**)
[] Non-VAT Registered

Certified Correct: _____ Date: _____
Name and Signature