



**IMPLEMENTING RULES AND REGULATIONS**

**OF THE**

**PHILIPPINE OBSTETRICAL AND GYNECOLOGICAL**  
**SOCIETY - ASSOCIATION OF HEALTH MAINTENANCE**  
**ORGANIZATIONS OF THE PHILIPPINES, INC.**

**MEMORANDUM OF AGREEMENT**  
**2022-2024**

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**RULES AND REGULATIONS IMPLEMENTING  
OF THE  
POGS-AHMOPI MEMORANDUM OF AGREEMENT**

**Article I GUIDING PRINCIPLES**

**Section 1 DECLARATION OF PRINCIPLES AND POLICIES**

- a. The Fellows / Diplomates of the PHILIPPINE OBSTETRICAL AND GYNECOLOGICAL SOCIETY (FOUNDATION), INC. (POGS), recognizing the need of the Filipino patients for quality and affordable health care services, make their professional services available and affordable to them.
- b. The Association of Health Maintenance Organizations of the Philippines, Inc. (AHMOPI) presents a system of managed- care whereby the services of the Fellows and Diplomates of the POGS in good standing and/or its subspecialty societies are made available to its members and plan holders at affordable cost.

**Section 2 GENERAL OBJECTIVES**

These Implementing Rules and Regulations (IRR) seek to:

- a. Provide a system whereby AHMOPI member-patients can avail themselves of the professional services of Fellows and Diplomates of the POGS in good standing and/or its subspecialty societies and recognized affiliate members.
- b. Provide a system where AHMOPI member-patients will be managed with quality and cost effectiveness through observance of POGS acceptable Clinical Practice Guidelines, rational drug use, sequencing of diagnostic tests and the judicious use of expensive diagnostic modalities.
- c. Create a POGS-AHMOPI Liaison Committee to liaise, implement, coordinate, monitor, evaluate and arbitrate any dispute arising out of, or relating to, this Memorandum of Agreement (MOA).
- d. All subspecialty Societies and recognized affiliate members of the POGS and all members of AHMOPI are included in this undertaking, hereunder listed, but 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 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)

e. AHMOPI Members, but not limited to those listed below, are bound by this Implementing Rules and Regulations (IRR) of the POGS-AHMOPI Memorandum of Agreement (MOA) pursuant to the membership rules of the AHMOPI:

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

**AHMOPI Non-HMO Member:**

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

**Article II DEFINITION OF TERMS**

**Section 3 DEFINITION OF TERMS**

For purposes of this IRR, the terms below shall be defined as:

- a. The PHILIPPINE OBSTETRICAL AND GYNECOLOGICAL SOCIETY, INC. (POGS) is a duly organized institution, with office address at 56 Malakas St., Diliman, 1100 Quezon City, Philippines.
- b. THE ASSOCIATION OF HEALTH MAINTENANCE ORGANIZATIONS OF THE PHIPPINES, INC. (AHMOPI) is a duly-organized institution, the recognized trade association of Health Maintenance Organizations in the Philippines, with office address at 2/F Casa Martha, 9 Martilyo Street, Midtown II, San Roque, 1801 Marikina City, Philippines.
- c. MOA is the POGS-AHMOPI Memorandum of Agreement covering the period January 1, 2022 to December 31, 2024.
- d. IRR is the Implementing Rules and Regulations of the POGS –AHMOPI MOA.
- e. Physician - Are PhilHealth-accredited Fellows and/or Diplomates of the POGS in good standing and/or sub-specialty societies or recognized Affiliate Members.
- f. Philippine Health Insurance Corporation (PhilHealth) is a government owned and controlled corporation engaged in healthcare financing whose benefits for qualified and enrolled members have been integrated with managed-care benefits of AHMOPI members.
- g. Consultation consists of history taking, basic physical examination, pelvic examination, and depending on the specialty concerned, may include the use of any basic diagnostic tools, such as stethoscope, sphygmomanometer, Doppler and ultrasound.

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- Top: A large signature, possibly "G. Magaña".  
- Middle: A signature that appears to be "C. Galano".  
- Bottom: A signature that appears to be "Martha A. ...".

- h. Consumables are items used in the course of examinations for procedures and collection of specimens done for cytology (e.g., pap smear, grams stain, wet smear, etc.) and wound care such as gloves, under pads, lubricating jelly, cytology brush and other utilities.
- i. Unified Service Agreement (USA) is a Service Agreement between the AHMOPI (for and in behalf of its members) and the Physician covering the engagement of the Physicians under the MOA. It shall contain all basic agreements of the MOA & IRR.
- j. PhilHealth's Relative Value Scale (RVS) of 2011 is a systematic listing and coding of surgical procedures where each procedure is assigned a corresponding Relative Value Unit (RVU). Each procedure or service is identified with a five-digit code. With this coding and recording system, the reporting of procedures performed by the Physicians are simplified and accurately identified.

**Article III THE PHILIPPINE OBSTETRICAL AND GYNECOLOGICAL SOCIETY – AHMOPI LIAISON COMMITTEE**

**Section 4** The POGS-AHMOPI Liaison Committee is hereby created for liaison, implementation, coordination, monitoring, evaluation, and arbitration, if any, of the MOA and its IRR.

**Section 5** The POGS-AHMOPI Liaison Committee:

- a. Registers all Physicians and provides a nationwide national directory for those who voluntarily consent to join the MOA;
- b. Maintains a registry of all members of the AHMOPI and POGS who consent to the MOA;
- c. Liaises, implements, coordinates, monitors, evaluates, and arbitrates any dispute relating to the MOA and IRR. In the furtherance of these, they have the power to plan strategies, formulate guidelines, rules of procedure, and others;
- d. Formulates and implements disciplinary actions on either party who violates this MOA and IRR;

- e. Resolves all grievances and imposes penalties on AHMOPI and/or POGS members concerned;
- f. Formulates other strategies for the effective implementation of the MOA & IRR; and
- g. Formulates the Rules of Procedures of the Committee.

**Section 6 QUASI-JUDICIAL POWER**

- a. Appointments - The POGS and AHMOPI will appoint their respective members to the Liaison Committee.
- b. Tenure - The tenure of office of each member is one (1) year subject to an annual reappointment not to exceed three (3) years. Vacancies, if any, will be filled up by the respective parties to serve the unexpired term of the vacancy.
- c. Meetings and Quorum - The Committee shall hold bi-monthly (every other month) meetings, with a quorum of three (3) to conduct the business of the meeting. Additional meetings may be called in response to the needs in the furtherance of the implementation of this MOA and IRR.

**Section 7 COMMITTEE MEMBERSHIP**

The Committee shall be composed of five (5) members; two (2) representatives from each party, the POGS and the AHMOPI. The fifth member, the Chairman, will come alternately from either party. The term of office of committee members shall be one (1) year.

No resolution of the Committee shall be valid without the affirmative vote of at least one representative from the POGS and AHMOPI. Before the commencement of his term, each Committee member shall appoint an alternate member who shall also exercise all the functions of the regular member whenever the latter is unable to do so.

**Article IV Section 8 COVERAGE**

The provisions of this MOA shall cover all PhilHealth-accredited POGS Fellows and/or Diplomates in good standing and/or sub-specialty societies or recognized affiliate members; and members of AHMOPI who are willing to be part hereof, provided they signify their consent hereto in writing with their respective Parties.

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 Middle signature: *Chairman*  
 Bottom signature: *[Signature]*

*Amh*  
*Dr. M. [Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

- a. All PhilHealth-accredited POGS Fellows and/or Diplomates in good standing and/or sub-specialty societies or recognized affiliate members appearing in the POGS Roster of memberships of good standing and who voluntarily consent in writing to the MOA are covered. Only Physicians who have consented to this MOA can be chosen by the patient for purposes of the MOA.
- b. Physicians who voluntarily consent to this MOA and IRR must attend to all AHMOPI member-patients once they are chosen except for just cause as provided for in the POGS 2011 Ethical Guidelines or PMA Code of Ethics.
- d. All AHMOPI members who have consented in writing to this MOA cannot refuse Physicians who have agreed to join this MOA except for just cause as provided for in the POGS Ethical Guidelines or PMA Code of Ethics and as determined by the POGS-AHMOPI Liaison Committee and vice versa.

**Section 9 EFFECTIVE DATE OF INCLUSION OF POGS PHYSICIANS IN THE MOA**

The Physician's inclusion into the POGS-AHMOPI MOA is effective on the date indicated in the AHMOPI Unified Service Agreement for purposes of the POGS-AHMOPI MOA and shall expire on the date the POGS-AHMOPI MOA likewise expires, or upon termination or suspension by either party for whatever reason.

**Section 10 RESPONSIBILITY OF BOTH PARTIES**

- 1. The POGS will provide the following for the successful implementation of the MOA & IRR:
  - a. A list of Physicians (updated every quarter) in good standing who have applied for and consented to be part of the MOA.
  - b. Professional expertise and services of Physicians who have applied for and consented to the MOA.
- 2. The AHMOPI will issue a Unified Service Agreement (USA) to the POGS current president, for and in behalf of all Physicians who apply for and consent to the MOA.





**Article V COMPENSATION SCHEME**

**Section 11 POGS-AHMOPI COMPENSATION SCHEME**

**1. Outpatient consultation fees:**

Outpatient consultation fees of the Physician, inclusive of routine pelvic examinations, shall be Pesos Six Hundred (P 600.00) regardless of place of practice. Teleconsult will be Pesos Four Hundred (P 400.00).

**2. Inpatient consultation fees, i.e., gynecology consults/clearances will be based on room rates as provided in item 4 below.**

**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.**

**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:**

- a. Ward/Outpatient : P 140.00/RUV
- b. Semi-Private : P 145.00/RUV
- c. Private : P 150.00/RUV
- d. Suite : P 155.00/RUV

For multiple procedures, please see **Annex A.**

**5. The daily visit professional fees for patients admitted into the hospital but are not operated on shall be:**

- a. Ward/Outpatient : P 700.00
- b. Semi-Private : P 850.00
- c. Private : P 1,000.00
- d. Suite : P 1,300.00
- e. ICU : P 1,500.00

**6. 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.**



*Imelda*  
*Adrian*  
*Cherise*  
*Francis*

7. 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.
8. 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.
9. For wound care, an additional P 350.00 will be paid.
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 No. 4 under Section 11 (POGS-AHMOPI Compensation Scheme) of Article V (Compensation Scheme) above.
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
12. Except for procedures and collection of specimens done for cytology (pap smear, grams stain, wet smear) and wound care, where an additional P 350.00 will be charged for the use of consumable supplies, all other consumable supplies shall be paid 100% provided these have prior approval from the HMOs concerned.

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.

13. 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.

14. 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.

15. The same PF schedules of No. 5 under Section 11 (POGS-AHMOPI Compensation Scheme) of Article V (Compensation Scheme) above should likewise be used for AHMOPI member-patients who exceed their Maximum Benefit Limit/Aggregate Benefit Limit under their respective Service Agreements.

16. 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. 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.

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*Chalifera*  
*Frady*

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- 17. For multiple surgeries, either done by the same surgeon or another surgeon, compensation structure under Annex "A" shall apply.
- 18. 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.
- 19. All other compensation / fees not within the scope of this MOA and IRR will be deliberated upon by the Liaison Committee.
- 20. The scheme of compensation will take effect on January 1, 2022. 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.
- 21. The compensation scheme shall be subject to review by both parties every year on the anniversary month of the MOA.
- 22. Discounts for Senior Citizens or Persons with Disability will not apply to MOA rates.

**Section 12 SUBMISSION OF CLAIMS**

All out-patient and in-patient claims must be submitted within sixty (60) days from date of availment, otherwise the same shall become null and void.

**Section 13 PAYMENT PERIOD**

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 from the Physician, and within thirty (30) days from receipt of in-patient claims from the hospital.

**Section 14 PENALTY CLAUSE**

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

- a. Beyond forty-five (45) days for submission of out-patient claims by the Physicians;
- b. Payment of out-patient claims by the AHMOPI members;
- c. Beyond thirty (30) days for payment of in-patient claims (of the Physician, from the hospital) by AHMOPI members.

**Article VI GRIEVANCE MECHANISM**

**Section 15 COMPLAINANT**

Any member of either party may file a written complaint against a member of the other party. Any and/or both organizations may file a complaint against the other organization. Complaints must be sent to the POGS-AHMOPI Liaison Committee.

**Section 16 COMPLAINTS**

Complaints may be in the form of the following:

- a. Breach of the MOA.
- b. Non-Enforcement of performance standards of the MOA & IRR.
- c. Any other act inimical to the provisions of the MOA as may be determined by the POGS-AHMOPI Liaison Committee.

**Section 17 RESOLUTION**

Complaints shall be resolved within thirty (30) 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 Committee or if the fact of filing is shown, the Complaint herein shall be automatically withdrawn.



**Section 18 PENALTIES**

Any POGS or AHMOPI member participating in the POGS-AHMOPI MOA found to have violated any provision of the same by the POGS-AHMOPI Liaison Committee may be subjected to penalties approved by the POGS-AHMOPI Liaison Committee, including removal from the roster of participating members of the POGS-AHMOPI MOA.



**Article VII TERMINATION**

**Section 19 TERMINATION**

This IRR (and its corresponding MOA) shall terminate upon expiration of the same.

**Section 20 CESSATION OF RESPONSIBILITIES**

Upon termination of the MOA & IRR, all responsibilities assumed by both parties shall cease.




**Article VIII INFORMATION DISSEMINATION**

**Section 21** Both parties are obliged to undertake proper credentialing of their members; and intensive dissemination of the MOA and its IRR.



**Article IX MISCELLANEOUS PROVISIONS**

**Section 22 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 23 REPEALING CLAUSE**

All orders and memoranda inconsistent with the provision of the MOA and its IRR are hereby amended.

**Section 24 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 this IRR shall not be affected by such declaration.

**Section 25 PROCLAMATION AND EFFECTIVITY**

This IRR of the MOA shall be effective on January 1, 2022 and will expire on December 31, 2024.

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

By:



**Marilyn T. Dee, M.D., FPOGS**  
President

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

By:



**Mario M. Silos**  
President

**SIGNED IN THE PRESENCE OF:**



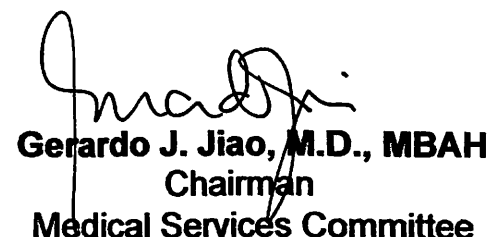
**Rowena M. Auxillos, M.D., FPOGS**  
Chairperson, POGS Task Force on HMOs



**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

**Multiple Surgeries**

1. 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. 75% of the RUV allowed for the secondary procedure.

1.1.3. 30% 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:

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.



**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public for and in City of MARIKINA CITY,  
and on this date 03 MAR 2022 personally appeared the following  
persons with their respective government identifications, to wit:

Name	Document Presented
Marjlyn T. Dee, M.D., FPOGS	PRC No. 0053326
Mario M. Silos	SSS No. 03-3253014-1

Known to me to be the same persons who executed the foregoing Implementing Rules and Regulations of the POGS-AHMOPI 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. 307 ;  
Page No. 74 ;  
Book No. 90 ;  
1. Series of 2022.

**ATTY. MA ERYA PUBLIC** / AG-CAJUCOM  
Notary Public  
Notary Public  
Until June 31, 2022  
Appointment No 20 (2019-2020)  
PTR No 9023774/01-03-2022 Marikina City  
IBP Litenme Memoer No 914/44/05-26-2016/Cagayan  
Roll No 52831  
MCLE VI 0028635 valid until 04-14-2022  
No 6 Mariano Arcade, Gurrini 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