

The Joint Integrated Healthcare Committee (“JIHC”)

Terms of Reference

The JIHC is a dedicated standing committee formed by the Federation of Private Medical Practitioners Associations, Malaysia (**FPMPAM**), Association of Specialists in Private Medical Practice Malaysia (**ASPMP**) and Pantai Hospital Doctors’ Association (**PHDA**). The other stakeholders are doctors from the following hospitals listed below:

- (a) Ampang Puteri Medical Centre Kuala Lumpur.
- (b) Assunta Hospital Petaling Jaya.
- (c) Damansara Specialist Hospital Kuala Lumpur
- (d) Gleneagles Intan Medical Centre Kuala Lumpur
- (e) Pantai Hospital Kuala Lumpur (formerly known as Pantai Medical Centre).
- (f) Pantai Putri Ipoh.
- (g) Prince Court Medical Centre Kuala Lumpur
- (h) Selangor Medical Centre, Shah Alam
- (i) Sime Darby Medical Centre (formerly known as Subang Jaya Medical Centre).
- (j) Sunway Medical Centre Selangor
- (k) Tawakal Hospital Kuala Lumpur

Effective from 3 July 2010, the Penang Medical Practitioners’ Society (**Penang MPS**) will also be a stakeholder in the JIHC. The Penang MPS will represent its members in benefit consisting of General Practitioners and specialists from the following hospitals:

- (a) Adventist Hospital, Penang.
- (b) Gleneagles Medical Centre, Penang.
- (c) Island Hospital, Penang.
- (d) Lam Wah Ee Hospital, Penang.
- (e) Loh Guan Lye Specialists Centre, Penang.
- (f) Pantai Mutiara Hospital, Penang.

The FPMPAM, ASPMP, PHDA and Penang MPS will hereinafter be referred to as “**Stakeholders**”.

The JIHC has been empowered by its stakeholders to take all necessary legal measures to protect the rights and privileges of doctors to practice as provided for in the Private Healthcare Facilities and Services Act 1998, Private Healthcare Facilities and Services (Private Hospitals and Other Private Healthcare Facilities) Regulations 2006 and Private Healthcare Facilities and Services (Private Medical Clinics or Private Dental Clinics) Regulations 2006 (collectively “**Said Laws**”).

Each of the Stakeholders will be entitled to nominate two representatives to the JIHC. The Chairman, Honorary Secretary and Treasurer of the JIHC will be elected from among its members at the Annual Summit of the JIHC and will hold office for a period of two years.

Doctors who have contributed to the JIHC Fund individually will avail themselves to the services of the JIHC via the representatives of the respective hospitals. Those who have contributed via their respective sister associations will do likewise via the representatives of their respective sister societies.

The **scope of duties** of the JIHC are as follows:

1. Upon receipt of a written complaint from any of the Stakeholders – and provided that the complaint has previously been received and reviewed by the relevant local/state association and deemed suitable for further action – the JIHC will evaluate and take all necessary action against any party entering into any “fee-splitting” arrangements or agreements or cases involving the unfair termination of a doctor’s contract of employment or service. This includes complaints involving general as well as specialist private practice.
2. Upon receipt of a written request from any of the Stakeholders, the JIHC will evaluate and provide a written opinion as to whether a particular contract is in breach of specific provisions of the Said Laws, and advise on the appropriate action to be taken.
3. The JIHC will also advise Stakeholders on other matters that will affect private medical practice pursuant to the Said Laws.
4. The JIHC will provide a standard “Term Sheet” as the base document of reference for contracts between doctors and hospitals, managed care organisations (as defined under Section 82 of the Private Healthcare Facilities and Services Act 1998) and any other parties as may be required. Any agreements entered into by the Doctors shall be notified to the JIHC.
5. Any other undertakings or action that the JIHC deems necessary to initiate, continue and complete its scope of duties.

JIHC Fund

1. The funds of the JIHC (“**JIHC Fund**”) shall be used solely for the pursuance of its scope of duties and will be kept in trust in a separate section of the account of the FPMPAM duly designated for the JIHC Fund.
2. All expenditure of the JIHC must be duly approved by any two of the following:
 - (a) Chairman.
 - (b) Honorary Treasurer.
 - (c) Honorary Secretary.
3. Payments for approved expenditure from the JIHC Fund will be effected by the authorized signatories of the FPMPAM account in which the JIHC Fund is held in trust.
4. The Honorary Secretary will prepare an Annual Statement of Accounts of the JIHC Fund for presentation at the Annual Meeting of the FPMPAM.

Limitations

1. The JIHC’s scope of action will be limited to matters within the provisions the Said Laws.

2. The extent of the JIHC's actions will be contingent upon the availability of sufficient funds.
3. In pursuance of its scope of duties, the JIHC will, if the need arises, call for additional funds from amongst the Stakeholders.