

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

THE PHILIPPINE MEDICAL ASSOCIATION, a non-stock, non-profit organization, duly registered with the Securities and Exchange Commission, with business address at North Ave., Quezon City, represented in this instance by its President Ireneo C. Bernardo MD.

And

ARMED FORCES OF THE PHILIPPINES, Republic of the Philippines with business address at Camp Aguinaldo Quezon City, represented in this instance by the Chief of Staff, _____

That the Philippine Medical Association is the umbrella organization of all Doctors to include Specialist in the country has as one of its major objectives provision of humanitarian assistance in the health care delivery programs of the nation;

That the PMA is cognizant of the role played by the Armed Forces of the Philippines (AFP) in safeguarding the peace and security of the country, its citizens and in nation building; especially now with the raging now against ISIS in Mindanao specially in Marawi City.

That the PMA is likewise cognizant of the fact that the health of the active members of country's armed forces is crucial to the effective performance by them of their role in ensuring public safety security, and Nation building;

That the PMA recognizes the soldiers as brothers in nation building.

NOW THEREFORE THE PARTIES AGREE:

Firstly:

That the members of the Association pledge to render free professional services to all active members of the AFP to include commissioned officers and enlisted personnel requiring professional medical care services. These services include professional care called for within the Military Treatment Facilities or hospitals,

Department of Health controlled hospitals and / or in private hospitals.

Secondly:

The Philippine Medical Association pledges to help improve the Medical Manpower capability through training and service of the military facilities. As initial undertaking the V-Luna Medical Center () will be utilized to serve as centerpiece of future manpower development.

Thirdly:

Philippine Medical Association will endeavor to help the AFP medical professional personnel acquire and satisfactorily comply with the Continuing Professional Development requirement consistent with and in the furtherance of Republic Act _____

Fourthly:

The PMA will endeavor to coordinate with the Philippine Hospital Association specially the Philippine Private Hospital Association for a collaborative effort in the furtherance of this agreement in terms of facilitated admission and possible subsidize hospital rates.

Fifthly

In the event that complications arise as a result of the free professional services and legal action is contemplated against the physician, it is a precondition for the patient and/, or his immediate relatives to inform his/her unit's medical officer and/or immediate Commanding Officer who will forward the complaint to the PMA-AFP Liaison Committee who will coordinate with the Philippine Medical Association to conduct a peer review investigation to determine the merit of filing legal action.

Sixly

That the AFP shall recognize the fundamental neutrality of the medical profession and shall help or assist the members of the Association in rendering appropriate medical and surgical services to its members and all other individuals requiring surgical or medical care regardless of the individual's political, racial or religious beliefs and pursuant to the Constitution, applicable laws, conventions and international agreements.

That the Memorandum of Agreement (MOA) will be valid and effective for a period of three (3) years from the time of signing of a Memorandum of Agreement (MOA) with the
Effectivity Date: this shall take effect on September ____, 2017 and expire on September ____, 2020

That the Philippine Medical Association in a demonstration of its support and concern for the health of the whole nation, present this Memorandum of Agreement.

APPROVED this, day of _____ at the Armed Forces of the Philippines Medical Center, V. Luna Road, Quezon City, Philippines.

GEN _____ AFP
Chief of Staff
Armed Forces of the Philippines

IRINEO C. BERNARDO M.D.
President
Philippine Medical Association

Witnesses:

__GEN _____ AFP
Surgeon General, AFP

_____ M.D.
Chairman

BGen Edwin Leo Torrelavega
Commander, AFP Health
Service Comman

ROMEO G. ENCANTO M.D.
Liaison, PMA

Lorna V. Esperon M.D.
Coordinator, AFP

Ma. Fidelis Foronda-Labrador M.D.
Coordinator, PMA

Republic of the Philippines)
Cainta, Rizal) SS

ACKNOWLEDGMENT

Before me, this _____ day of _____, 2017, in Cainta, Rizal personally appeared the abovenamed affiants with their respective identification as proof of their identities, to wit:

Known to me to be the same persons who executed the foregoing documents, and acknowledged to me that the same is their free act and deed, which consists of _____ pages, including the page which this acknowledgment is written.

IN WITNESS WHEREOF, we have set our hands this _____ day of _____, 2017 on the place above written.

**IMPLEMENTING RULES AND
REGULATIONS OF THE PHILIPPINE
MEDICAL ASSOCIATION – ARMED
FORCES OF THE PHILIPPINES
MEMORANDUM OF AGREEMENT**

TABLE OF CONTENTS

Article I	Guiding Principles
	Section 1 Declaration of Principles and Policies
	Section 2 General Objectives
Article II	Definition of Terms
	Section 3 Definition of Terms
Article III	PMA-AFP Liaison Committee
	Section 4 PMA-AFP Liaison Committee
	Section 5 Powers and Function
	Section 6 Quasi-Judicial Power
	Section 7 Committee Membership
	Section 8 PMA-AFP Local Chapter's Liaison Committee
Article IV	Membership and Coverage
	Section 9 Coverage
	Section 10 Identification Card
	Section 11 Effectivity
	Section 12 Responsibility of PMA-AFP
Article V	Benefits Entitlements
	Section 13 Benefits
	Section 14 Sustaining Treatment
	Section 15 Record of Benefits
Article VI	Grievance Mechanism
	Section 16 Complainant
	Section 17 Complaints
	Section 18 Prerequisites
Article VII	Termination
	Section 19 Termination
	Section 20 Cessation of Responsibilities
Article VIII	Information Dissemination
	Section 21 Information Dissemination
Article IX	Miscellaneous Provisions
	Section 22 Repealing Clause
	Section 23 Separability Clause
	Section 24 Proclamation and Effectivity

PMA Resolution No. _____ 2017
AFP General Order No. _____s 2017

Subject: Rules and Regulation Implementing the PMA-AFP Memorandum of Agreement

Article I Guiding Principles

Section 1 Declaration of Principles and Policies

The Philippine Medical Association and the Armed Forces of the Philippines are organizations that have missions and responsibilities to the general public and desire to provide each other and their respective members with mutual assistance to enable them to pursue their missions more effectively for the country and its people.

In the furtherance, of this Memorandum of Agreements:

First, the members of the Philippine Medical Association pledge to render free professional medical services to all members of the Armed Forces of the Philippines in the active service to include commissioned officer and enlisted personnel requiring professional medical services. These services include professional care called for within the Military treatment facilities or hospitals, Department of Health controlled hospitals and/or in private hospitals.

Second, the Philippine Medical Association pledges to help improve the Medical Manpower capability through training and service of the military facilities. As initial undertaking the V-Luna Medical Center () will be utilized to serve as centerpiece of future manpower development.

Third, Philippine Medical Association will endeavor to help the AFP medical professional personnel acquire and satisfactorily comply with the Continuing Professional Development requirement consistent with and in the furtherance of Republic Act _____

Fourth, the PMA will endeavor to coordinate with the Philippine Hospital Association specially the Philippine Private Hospital Association for a collaborative effort in the furtherance of this agreement in terms of facilitated admission and possible subsidize hospital rates.

Fifth, in the event that complications arise as a result of the free professional services and legal action is contemplated against the

physician, it is a precondition for the patient and/, or his immediate relatives to inform his/her unit's medical officer and/or immediate Commanding Officer who will forward the complaint to the PMA-AFP Liaison Committee who will coordinate with the Philippine Medical Association to conduct a peer review investigation to determine the merit of filing legal action.

Six, that the AFP shall recognize the fundamental neutrality of the medical profession and shall help or assist the members of the Association in rendering appropriate medical and surgical services to its members and all other individuals requiring surgical or medical care regardless of the individual's political, racial or religious beliefs and pursuant to the Constitution, applicable laws, conventions and international agreements.

Section 2 General Objectives

This implementing rules and regulations seek to:

- a. Provide all members of the AFP in active service with mechanism to gain access to the availability of the services whether confined or OPD cases provided for by the members of the PMA
- b. Create a PMA-AFP liaison to serve as means of implementing, monitoring and evaluating this memorandum of agreement

Article II Definition of Terms

Section 3 Definition of Terms

For purposes of these implementing rules and regulations, the term below shall be defined as:

- a. MOA – is the PMA-AFP Memorandum of Agreement executed by both parties on September _____, 2017 at the Armed Forces of the Philippines Medical Center, V. Luna Road, Quezon City, Philippines.
- b. Philippine Medical Association – is a non-stock, non-profit organization registered in the Security and Stock Commission representing all practicing doctors in the Philippines.

- c. PMA Members – are all the duly registered members of the PMA in good standing as appearing in the rolls of membership.
- d. Armed Forces of the Philippines – Armed Military Force of the Republic of the Philippines.
- e. AFP Active Members – are military commissioned officers and enlisted personnel duly registered with AFP command.

Article III The Philippine Medical Association and the Armed Forces of the Philippines Liaison Committee

Section 4 Creation of Liaison Committee

It is hereby created a national PMA-AFP Liaison Committee for liaison, implementation, coordination, monitoring, guidance and arbitration if any.

Section 5 Power and Functions

- a. Registers all physicians who voluntarily consents to provide free professional services to the active members of the Armed Forces of the Philippines.
- b. Forms a national directorate of Physicians and per Region or Province who are members of PMA with good standing willing to provide free professional medical services and manpower development of military facilities.
- c. Receives, collects and files all cases of Benefit entitlements.
- d. Coordinates, guides, implements and monitors the delivery of the professional medical services provided for.
- e. Helps, plans and implements the manpower development capabilities of the military facilities through training and service.
- f. Coordinator with the PMA CPD committee, PRC CPD and the National CPD Council for the recognition of the different continuing professional development activities of the Armed forces of the Philippines consistent with and in furthermore of RA _____.

- g. Formulates the synchronization of the members PMA-AFP local chapters liaison committee.
- h. Coordinates with the Philippine Hospital Association specially the Private Hospital Association for the collaboration effort to all parties to cause the implementation of this agreement in terms of facilitated admission and possible hospital subsidized rates.
- i. Resolves all grievances.
- j. Coordinates with National Agencies and other Non Governmental Organizations in the furtherance of this MOA to include but not limited to the following;
 - 1. Provisions for a discount on prices of drugs, medical supplies and related materials for the sick AFP active members.
 - 2. Provisions for availment of other needs such as but not limited to wheelchair and other emergency needs of the sick soldiers
 - 3. Other provisions consistent with and in the furtherance of this MOA.
- k. Formulates other and future strategies for the effective implementation of the Memorandum of Agreement.
 - l. Formulates Rules in the conduct of their meeting.
- m. Establishes treatment guideline protocols.
- n. Plans and implements training programs for the participating physicians of the PMA and physicians and paramedics of the Armed Forces of the Philippines in the furtherance of this MOA.
- o. In the furtherance of Section 5 defgh, they have the power to plan strategies, formulate guidelines, rules of procedure, and other.

Section 6 Quasi-Judicial Power

- a. Appointments** – The PMA and Armed Forces of the Philippines will appoint their respective members of the liaison committee.

b. Tenure – The tenure of office of each member is 3 years subject to reappointment. Vacancy will be filled up by the respective parties to serve the unexpired the terms of the vacancy.

c. Meetings and Quorums – There shall at least be monthly meetings by the committee with a simple quorum to conduct the business and manner of the meeting. More frequent meetings may be called in response to the needs in the furtherance of the implementation of this MOA.

Section 7 Committee Membership

The membership shall be composed of the four representatives from each of the PMA and the AFP. The President of the PMA shall be 9th member and Chairman of the Committee.

Section 8 PMA-AFP Local Chapter Liaison Committee

There shall be a liaison committee in each the region or province corresponding to the jurisdiction of the Local Component Society. The committee shall be the coordinating and implementing Arm of the National PMA-AFP Liaison Committee. The committee shall be composed of the PMA Governor of the Region or in this absence President of the Local Component Society as Chairman, three representatives from each party. The area unit commander or his authorized representative preferably a medical corps will be the Co-Chairman. It shall have the same power and functions as the National Committee but only for the particular region subject to final approval of the National Committee.

Article IV Identification Card and Coverage

Section 9 Coverage

- a. All PMA members appearing in the roll of membership of good standing who voluntarily consents to the MOA
- b. All AFP active members to include commissioned and enlisted personnel appearing in the rolls of the Armed Forces of the Philippines.

Section 10 Identification Card

All volunteer physicians shall be provided with the identification card attesting to his participation in this

memorandum of Agreement, subject to the rules and regulations of both parties.

Section 11 Effectivity

Membership is effective upon the entry of both parties, members name in the rolls of membership until the expiration of the PMA-AFP MOA or upon termination or suspension from the organization for whatever reason.

Section 12 Responsibility of Both Parties

1. Both parties are responsible to submit to the Liaison Committee the following:
 - a. Physician who are members of the PMA in good standing who are willing to provide free professional services to the active members of the AFP to include commissioned officers and enlisted personnel.
 - b. Roster of the active members of the Armed Forces of the Philippines to include commissioned and enlisted personnel who are entitled to these benefits under the Memorandum of Agreement.
2. The PMA will provide the following for the successful implementation of the Memorandum of Agreement.
 - a. Professional expertise of physician members of the PMA in good standing who voluntarily consents. These professional services are with no compensation except for the PHIC or other insurance benefits accruing for the sick personnel of the Armed Forces of the Philippines.
 - b. An updated list of volunteer physicians.
3. The Armed Forces of the Philippines will provide but not limited to the following;
 - a. Logistical support to include medicines and other medical supplies.
 - b. Logistical support in terms of transportation and accommodation of the volunteer physicians.
 - c. Provide the necessary security requirements.

Article V Benefit Entitlement

Section 13 Benefits, Benefits under the PMA-AFP MOA shall consist of the following:

a. PMA

Physician member's professional fees – PMA volunteer members shall not charge AFP active members to include commissioned and enlisted personnel any professional fees in excess of Philippine Health Insurance Corporation coverage and/or other insurance coverage for treatment on the following terms and conditions:

1. Traumatic injuries sustained from in the performance of and/or arising from or related to their line of duties
2. Admission / confinement in the ward, emergency room of private hospitals
3. Admission / confinement in military hospitals
4. In acute traumatic injuries

b. AFP Members

1. The AFP shall recognize the fundamental neutrality of the medical profession and shall help or assist the members of the Association in rendering appropriate medical and surgical services to its members and all other individuals requiring surgical or medical care regardless of the individual's political, racial or religious beliefs and pursuant to the Constitution, applicable laws and conventions and international agreements.
2. Provisions on the benefits of PMA members from the AFP shall be determined later by the liaison committee

Section 14 Sustaining Treatment

The benefit entitled by the AFP active members includes follow up treatment on out-patient basis of the original condition.

Section 15 Record of Benefits

All benefits shall be recorded in a form provided for and duly signed by both parties of the PMA and AFP attesting to the authenticity of the benefits given.

Article VI Grievance Mechanism

Section 16 Complainant

Complaints may be in the form of the following

- a. Breach of the MOA
- b. Non Enforcement of Specific Performance

Section 17 Prerequisites

In the event complications arise as a result of the free professional service and legal action may be contemplated against the physician, it is a precondition for the patient and / or his immediate relatives to inform his / her unit medical officer and / or immediate Commanding Officer before filing an actionable course.

- a. The medical officer or Commanding Officer shall forward the complaint to the PMA-AFP Liaison Committee who will coordinate with the Philippine Medical Association to conduct a peer view investigation to determine the merit of filing a legal action.
- b. The findings of the PMA will be submitted to the liaison committee for proper disposition.
- c. Prescription period is fifteen (15) days.

Article VII Termination

Section 18 Termination

This Memorandum of Agreement shall be terminated on the following:

- a. Upon expiration of the effectivity date subject to renewal upon mutual agreement by both parties.

- b. By either parties upon breach of any of its provisions without need of any prior notice, demand or judicial declarations. However, the parties must give the other party a 60 day written notice.

Section 19 Cessation of Responsibilities

Upon termination of the memorandum of agreement, all responsibilities assumed by both parties hereby cease.

Article VIII Information Dissemination

Section 20 Information Dissemination

Both parties are obliged to undertake intensive verification of their memberships and dissemination of the MOA and its implementing rules and regulations.

Article IX Miscellaneous Provisions

Section 21 Repealing Clause

All orders and memoranda inconsistent with the provisions of the rules and regulations are hereby amended.

Section 22 Separability Clause

In the event any provision of the Rules and Regulations of the Memorandum of Agreement or the application of such provision to any person or circumstances is declared invalid, the remainder of these rules shall not be affected by such declaration.

Section 23 Proclamation and Effectivity

This shall take effect on _____. Done in Armed Forces of the Philippines Medical Center, V. Luna Road, Quezon City, Philippines.

GEN _____ AFP
Chief of Staff
Armed Forces of the Philippines

IRINEO C. BERNARDO M.D.
President
Philippine Medical Association

Witnesses:

__ GEN _____ AFP
Surgeon General, AFP

_____ M.D.
Chairman

BGen Edwin Leo Torrelavega
Commander, AFP Health
Service Comman

ROMEO G. ENCANTO M.D.
Liaison, PMA

Lorna V. Esperon M.D.
Coordinator, AFP

Ma. Fidelis Foronda-Labrador M.D.
Coordinator, PMA