SATA COMMHEALTH

SERVICE AGREEMENT FOR MIGRANT WORKERS PRIMARY CARE PLAN

This agreement for Migrant Workers Primary Care Plan is made on_____between **SATA CommHealth** (Reg. no. 194700119G). Registered address at 1 Tai Seng Avenue #07-08 Tai Seng Exchange Singapore 536464

AND

Company Name:_____

Company Registration No.:_____incorporated in the Republic of Singapore and having its principal place of business at

_____

(Address)

(collectively the "Parties" and each a "Party").

In consideration of the mutual terms and conditions and agreements herein contained, and for the good and valuable consideration set out herein the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PRICING SCHEDULE

Zone / Location	Rates before GST
Zone B - Loyang	$108.00
Zone C - Woodlands	$136.00
Zone D - Kranji	$119.00

**Prices are subject to changes. Can apply to all the charges and not only PCP rates.*

II. SUMMARY OF MANDATORY PCP PAYMENT TERMS AND CONDITIONS

1. SATA CommHealth has been appointed by the Ministry of Manpower ("MOM") as an Anchor Operator ("AO") to offer the Primary Care Plan ("PCP").

2. By purchasing the PCP, the employer acknowledges that –
   a. The AO is not a licensed insurer under the Insurance Act 1966 and is not regulated by the Monetary Authority of Singapore as a licensed insurer;
   b. The AO's provision of the PCP under appointment by MOM is not protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation; and
   c. Employers will not have access to the dispute resolution scheme managed by the Financial Industry Dispute Resolution Centre.

3. The PCP is only applicable for Work Permit and S Pass holders, excluding migrant domestic workers.

4. The PCP is mandatory for Work Permit and S Pass holders who are living in dormitories or working in the Construction, Marine Shipyard and Process sectors ("Mandated Group").

5. The PCP is valid for a duration of 12 months and upon expiry, shall be automatically renewed for the next 12 months, unless terminated by the employer.

6. The PCP shall cover the following scope of services in **Appendix 1**.

7. For all newly arrived workers requiring medical examination as part of work pass application, the medical examination fees shall be paid upfront, either to the AO or to MOM under the MOM Onboard Centre Price Package. The medical examination fees shall be deducted from the PCP price for the first year of contract.

8. The employer shall pay the AO the monthly PCP payment (inclusive of GST) on the first day of each calendar month by Interbank GIRO or such other mode or frequency of payment as the AO and the employer may mutually agree upon. A prorated rate of the monthly PCP payment may apply for the 1st and the 12th month of payment.

9. For the Mandated Group, the purchase and maintenance of the PCP is a Regulatory Condition of Work Permit and S Pass holders under the Employment of Foreign Manpower (Work Passes) Regulations 2012 ("EFMR"). Failure to purchase and maintain the PCP is a prescribed infringement, which attracts an administrative financial penalty under Section 25(2) of the Employment of Foreign Manpower Act ("EFMA"). Enforcement actions will also be taken to recover outstanding payments.

10. The AO shall be entitled to impose a late payment administrative fee of 5% on payments that remain outstanding after the payment due date, subject to a minimum of $0.50 per worker permonth.

11. For the Mandated Group, the employer is entitled to a grace period of 2 months to pay the outstanding payments, inclusive of late payment administrative fees, before the employer is reported to MOM for enforcement actions under the EFMR and EFMA. During this grace period, the PCP shall be maintained in full force at no additional charge to the employer for services utilised by the worker. After the grace period, the AO shall be entitled to bill the employer for any services utilised by the worker according to MOM's stipulated fees schedule (refer to MOM's website). The PCP shall be maintained in full force at all times, unless terminated by the employer.

12. For workers outside of the Mandated Group, the employer is entitled to a grace period of 30 days to pay the outstanding payments, inclusive of late payment administrative fees. During this grace period, the PCP shall be maintained in full force at no additional charge to the employer for services utilised by the worker. After the grace period, the PCP would be deemed as lapsed if payment is not received at the end of the grace period. The AO shall be entitled to bill the employer for any prior services utilised by the worker according to MOM's stipulated fees schedule (refer to MOM's website).

13. The employer shall be entitled to terminate the PCP with the AO with immediate effect by giving the AO written notice. The monthly PCP payment due on the month of termination must be paid and shall not be refunded to the employer. The worker shall be entitled to continue accessing any healthcare services covered under the PCP with the outgoing AO till the end of the calendar month.

14. The co-payment for medical treatment at the MOM Medical Centre and telemedicine under the AO's management is fixed at $5 and $2 per visit, respectively. The AO shall collect this co-payment from the worker.

15. The worker may be made to bear medical costs for outpatient visits or additional services not covered under the PCP. In such instances, co-payment by the worker at the MOM Medical Centre is fixed at $5 for medical treatment per outpatient visit or $2 per telemedicine session, with the remaining amount to be billed to the employer[1].

16. All prices are in Singapore Dollars and exclusive of GST. GST will be levied based on prevailing rates.

17. The migrant worker is required to bring along his or her Passport / FIN card when they visit our medical centres.

18. SATA CommHealth acknowledges and agrees that certain information provided by the Client Company and/or its employees constitutes "Personal Data" as defined under the Personal Data Protection Act 2012 (the "Personal Data"). In this regard, SATA CommHealth undertakes with and warrants to the Client Company the following:
    a. SATA CommHealth shall comply with all applicable personal data protection laws including the Personal Data Protection Act 2012 as amended from time to time;
    b. SATA CommHealth shall keep all such Personal Data confidential and shall implement and maintain sufficient measures to ensure it has in place an appropriate level of security to prevent unauthorised or accidental access, collection, use, disclosure and copying of Personal Data;
    c. SATA CommHealth shall not process or use the Personal Data other than solely necessary for the provision of the services contemplated by this Agreement; and
    d. SATA CommHealth shall notify the Client Company immediately upon becoming aware of any actual or suspect breach of Personal Data, and shall provide sufficient information to allow the Client Company to take remedial steps in relation to the breach.

19. **Limitation of Liability**: To the extent permitted by applicable law and unless otherwise provided for in this Agreement, each party's liability to the other party shall be limited to direct losses resulting from material breach of contract, wilful misconduct or gross negligence of the relevant party. Each party's liability resulting from a material breach of contract shall be capped to the value of this Agreement in respect of each incident or series of related incidents. Each party excludes all liability in respect of any indirect or consequential loss (including any loss of profits, business, goodwill or any economic loss) arising from or in connection with the execution of this Agreement, whether such liability arises in contract, tort, breach of statutory duty or otherwise.

20. **Force Majeure**: If performance of the Agreement or any obligations under the Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control (**"Force Majeure"**), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, endemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other workers restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officer, agents or affiliates. Neither party shall be liable to the other for any loss and damage resulting from such failure to perform due to a Force Majeure event.

[1] The full amount to be co-paid can be mutually agreed via the employment contract or collective agreement between the employer and the employee and is capped by law at 1% of the employees' fixed monthly salary for each outpatient visit, or $5, whichever is higher.

21. **Assignment and Transfer**: Either party may not assign, transfer, encumber or otherwise dispose of any of its rights, benefits or obligations in this Agreement without the prior written approval of the other party.

22. **Illegality and Severability**: If a court of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified or not to form part of this Agreement to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall remain valid and not be affected thereby.

23. **Variation**: No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of all of the parties.

24. **Partnership**: The parties shall not by virtue of this Agreement be deemed to be partners or agents of any other party nor shall anything contained herein be construed as creating a partnership, agency, joint association or trust, it being agreed that each party will be responsible only for its obligations under this Agreement and no party shall be authorised to represent or bind any other party to any other person.

25. **Waiver**
    a. Any liability of a party to another party under this Agreement may in whole or in part be released, compounded or compromised, or indulgence given, by such other party in its absolute discretion without in any way prejudicing or affecting its other rights and remedies available to it under this Agreement against such party.
    b. No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver. The rights and remedies provided in this Agreement are cumulative.
    c. Any provision or breach of any provision of this Agreement may be waived only if the relevant party so agrees in writing. Any waiver or consent given by the relevant party under any provision of this Agreement must also be in writing. Any such waiver or consent may be given subject to any conditions thought fit by that party and shall be effective only in the instance and for the purpose for which it is given (without in any way prejudicing or affecting its other rights and remedies against the other party or other breaches).

26. **Counterparts**: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

27. **Third Party Rights**: A person who or which is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enjoy the benefit of or enforce any provision of this Agreement.

28. **Entire Agreement**: This Agreement embodies all the terms and conditions agreed upon between the parties as to the subject matter of this Agreement (and supersedes and cancels in all respects all previous representations, warranties, agreements and undertakings (if any) whether such be written or oral made between the parties with respect to the subject matter hereof) save and except those mutually agreed in writing between the parties after the date of this Agreement.

29. **Governing Law**: This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

30. **Dispute Resolution**: Save as otherwise expressly provided in this Agreement, the parties agree that any dispute arising out of or in connection with or in relation to this Agreement, including any question regarding the existence, validity or termination of this Agreement, shall at first instance be submitted to the Singapore Mediation Centre for mediation, and in that regard, the parties agree:
    a. to abide by the Singapore Mediation Centre's Mediation Procedure and the annexures thereto, and that the mediation and, among other things, the terms and process of mediation, including all chargeable fees, will be governed by the said Mediation Procedure and the annexures thereto; and

b. to abide by any settlement and to effect the terms thereof reached through such mediation.

In the event that the dispute cannot be resolved or settled through mediation as set out above, such dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the LawSoc Arbitration Rules applicable at the commencement of the arbitration.

31. An authorized signature and company stamp is required for the formal acceptance of this Agreement.

APPENDIX 1 - PRIMARY HEALTHCARE SERVICES COVERED UNDER PRIMARY CARE PLAN

Services	Components [1]
Medical examination for work pass application or renewal	Medical consultation, physical and clinical examination, include without limitation, chest x-ray, blood tests and investigations (where applicable)
Medical consultations	No cap to the number of consultations for acute or chronic conditions at the Medical Centre for Migrant Workers (MCMW), Onsite Medical Centres (OMC), or via Telemedicine (TM) or Mobile Clinical Team (MCT) (including public health activation) Acute conditions include, without limitation, pain, cough, diarrhoea, fever, abrasions, breathlessness, etc. Chronic conditions include, without limitation: • Asthma • Diabetes Mellitus (DM) (including Pre-Diabetes) • Epilepsy • Gout • Hypertension • Ischaemic Heart Disease • Lipid Disorders (e.g. High cholesterol) • Chronic skin conditions • Previous injuries
	Standard medications and treatments, in accordance with MOH's List of Subsidised Drugs
	Basic laboratory tests (including logistics) as follows: • Point of care testing (POCT), e.g. capillary blood glucose, Troponin T, COVID-19 Antigen Rapid Test • Full blood count • HbA1c • Hypertension profile • Lipids panel • Thyroid function • Renal panel • Liver panel • Urine full examination and microscopic examination (FEME) and urine culture • Electrocardiogram (ECG) • Swabs and tests for infectious diseases, e.g. COVID-19, Dengue antigen and serology test
	Radiology investigation such as plain X-Rays without contrast and portable hand-held ultrasound (if available at the centre)
	Simple procedures, such as removal of foreign body, wound dressing, suturing, removal of sutures, injectable medications and venepuncture for blood specimen collection

Services	Components [1]
	Mental health assessment includes primary care level assessment and management (including counselling and patient education) of patient who presents with symptoms of mental health conditions
Annual basic health screening	• Physical examination, including mental health assessment • Blood pressure, body mass index, height, weight • Screening tests for chronic conditions such as diabetes, high blood cholesterol (as recommended by doctor) • Preventive health and health risk factors counselling (e.g. dietary advice)

[1] The scope of clinical services covered under PCP may be updated from time to time.

PRIMARY HEALTHCARE SERVICES NOT COVERED UNDER THE PRIMARY CARE PLAN

S/N	Examinations and Services Not Covered Under PCP[2]
1	Treatment which is medically not warranted, such as aesthetics treatment (e.g. acne, scars)
2	Experimental and unproven treatment
3	Orthopaedic aids and appliances such as splints, hot packs, guards and braces
4	Expenses incurred in relation to any type of therapy e.g. occupational and speech therapy or dialysis
5	Prescription of vitamins, minerals, and nutritional supplements
6	Dental treatment and implants
7	Treatment for obesity, weight management (excluding health screening);
8	Management of refraction errors of the eyes
9	Treatment and investigations of fertility issues, contraception, impotence
10	Treatment for congenital abnormalities, including physical defect present from birth
11	Statutory medical examinations and hazard testing for workers with exposure to hazards listed under 'The Schedule' in the Workplace Safety and Health (Medical Examinations) Regulations 2011
12	Doctor or nurse house calls (other than Telemedicine)

[2] The scope of clinical services **not** covered under the PCP may be updated from time to time.

W. ACKNOWLEDGEMENT

Kindly acknowledge your acceptance of our offer and agreement to the terms & conditions stated and return a copy of the signed agreement by email to mwcare@sata.com.sg

We look forward to your support and serving your organization.
Thank you for partnering with us to provide affordable healthcare to the community at large.

SATA COMMHEALTH	Company Name:
 Jessica Carl Andrade **Business Development** **(Assistant Director)** SATA CommHealth	Confirmed and accepted by: (Signature & Company stamp) _____ Authorised Signatory
	Name: Designation: Date:

ANNEX A: APPLICATION FORM FOR CREDIT FACILITIES

Company Name:	
Total Staff Strength:	**ROC No. / UEN :**
Paid-up Capital:	**Year(s) of incorporation:**

Mailing Address	**Billing address (if different from mailing address)**
Singapore ( )	**Singapore ( )**
Contact Person:	**Contact Person:**
Designation:	**Designation:**
Tel: Fax:	**Tel: Fax:**
Email:	**Email:**

***Please attach ACRA registration certificate / MOH clinic licence / other relevant supporting document/s**