



## SERVICES AGREEMENT

This Services Agreement ("Contract") is signed as of the signature date(s) below and made effective as of \_\_\_\_\_(Month), \_\_\_\_\_(Date), \_\_\_\_\_ Year (the "Effective Date") by and between –

Fullerton Healthcare Group Pte Ltd (ACRA No. 201020358N), a company incorporated under the laws of Singapore with its registered office at 6 Raffles Boulevard, #03-308 Marina Square Singapore 039594 ("Anchor Operator"), and

\_\_\_\_\_( UEN No.),  
a company incorporated under the laws of Singapore with its registered office at \_\_\_\_\_  
\_\_\_\_\_( "Company").

### Provision of Primary Care Plan (PCP) for Migrant Workers

1. Fullerton Healthcare Group Pte Ltd has been appointed by the Ministry of Manpower (MOM) as an Anchor Operator to offer the Primary Care Plan ("PCP").
2. The Contract shall commence on the date as stated at the top of the Contract and shall remain in force until 31 March 2025. The Anchor Operator shall advise the contract extension by means of writing or announcement.
3. The Company acknowledges that –
  - a) The Anchor Operator is not a licensed insurer under the Insurance Act 1966 and is not regulated by the Monetary Authority of Singapore ("MAS") as a licensed insurer;
  - b) The Anchor Operator'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.

### PCP Details

4. The PCP is only applicable for Work Permit and S Pass holders, excluding migrant domestic workers.
5. 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").
6. 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.

7. 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 Company.
8. The PCP shall cover the following scope of services

Services	Components
One medical examination for work pass application or renewal	<ul style="list-style-type: none"> <li>Medical consultation, physical and clinical examination, including chest x-ray, blood tests and investigations (where applicable)</li> </ul>
Medical consultations and treatment	<ul style="list-style-type: none"> <li><b>No cap</b> to the number of acute/chronic consultations at the MOM Medical Centre, telemedicine or via Mobile Clinical Teams (including public health activation)</li> <li>Standard medications and treatments</li> <li>Basic laboratory tests</li> <li>X-ray</li> <li>Simple procedures, including basic removal of foreign body, wound dressing, toilet and suturing, removal of sutures and therapeutic injections</li> <li>Mental health counselling, as required</li> </ul>
Scheduled transportation to and from dormitories	<ul style="list-style-type: none"> <li>As required, to and from dormitories and MOM Medical Centre within the sector. This <u>excludes</u> transportation to locations other than the MOM Medical Centre, and conveyance of emergency cases.</li> </ul>
Medication delivery	<ul style="list-style-type: none"> <li>For tele-consultations between 8.00am and 5.59pm, same day medication delivery</li> <li>For tele-consultations between 6.00pm and 7.59am, medication delivery by 12.00pm on the following day</li> </ul>
One annual basic health screening	<ul style="list-style-type: none"> <li>Physical examination and mental health assessment</li> <li>Blood pressure, body mass index, height, weight</li> <li>Chronic illness such as diabetes and high blood cholesterol (as recommended by doctor)</li> </ul>

Refer to Appendix 1, on list of services excluded.

9. For all newly arrived migrant workers requiring medical examination as part of work pass application, the medical examination fees shall be paid upfront, either to the Anchor Operator 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. Rates depicted in Table 2.
10. The Company shall pay the Anchor Operator the monthly PCP payment (inclusive of GST) on the first day of each calendar month by Interbank GIRO. A prorated rate of the monthly PCP payment may apply for the first payment. Rates depicted in Table 2.

Table 2. PCP Payment

Employee type	Payment	Mode of payment at steady state	Payment	Remarks
New Employees <sup>1</sup>	One off annual Medical Examination fees	Interbank GIRO	SGD 30.00 per life per annum	Collected on the first day of the second month post enrolment.
New Employees	1 <sup>st</sup> month PCP Payment	Interbank GIRO	SGD9.00 prorated	Collected on the first day of the second month post enrolment. A prorated rate of the monthly PCP payment will apply.
New Employees	Subsequent PCP Payment	Interbank GIRO	SGD 9.00 per life per month	Collected on the first day of each calendar month
Existing Employees <sup>2</sup>	1 <sup>st</sup> month PCP Payment	Interbank GIRO	SGD 11.50 prorated	Collected on the first day of the second month post enrolment. A prorated rate of the monthly PCP payment will apply.
Existing Employees	1 <sup>st</sup> month PCP Payment	Interbank GIRO	SGD 11.50 per life per month	Collected on the first day of each calendar month

*E.g.: On the first day of the second month post enrolment, the following shall be collected – one off annual Medical Examination fees, 1<sup>st</sup> month PCP Payment, 2<sup>nd</sup> month PC Payment*

11. The default mode of payment is via interbank GIRO.
12. The worker may begin using the PCP Services/benefits 1 calendar day after the day of enrolment (i.e. date that the employer successfully inputs the worker's details onto the system), (e.g. successful enrolment on Friday, worker may begin using the PCP services on Saturday). With the exception of telemedicine, which will be made available 24 to 48 hours post enrolment.
13. The co-payment for medical treatment at the MOM Medical Centres, telemedicine, and referral from telemedicine to visit at the medical centres is fixed at SGD 5.00, SGD 2.00 and SGD 3.00 per visit, respectively. The Anchor Operator shall collect this co-payment from the worker.

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<sup>1</sup> MWs who are new to the company because they just arrived in Singapore or if MWs changed employer and need to do Medical Examination. After 1 year from the time they enrol, the employees will no longer be considered new employee but an existing employee.

<sup>2</sup> MWs who are current employees and are working in Singapore

14. 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 Company.

#### **The Company's Obligation**

15. The Company shall update their workers movement (i.e. onboard and offboard) with the Anchor Operator via the Employer Portal once available.
16. The Company shall ensure that the worker has necessary the authorities approvals, and make necessary arrangement for the worker to take his/her Medical Examination for the purpose of obtaining a new work permit or renewing the work permit.
17. The Company shall continue to provide other necessary coverage such as Work Injury Compensation (WIC), hospitalisation and surgical.

#### **Other Terms & Conditions**

18. The Anchor Operator reserves the right to revise the rates giving 30 days' prior notice in writing. This shall be aligned with MOM prior to implementation.
19. All rates quoted are subjected to prevailing GST.
20. An invoice will be sent at the start of every month with a 30-day credit term (from the date of invoice). However, the first deduction via GIRO will take place mid of the month, and the second deduction will take place end of the month if the first deduction fails.
21. The Anchor Operator reserves the right to impose a late payment fee of 5% per month on outstanding balances subject to a minimum fee of 0.50SGD per worker per month.
22. For the Mandated Group, the Company will be granted a grace period of 2 months to pay the outstanding payments, inclusive of late payment penalties, before the Company is reported to MOM for enforcement actions under the EFMR and EFMA. During this grace period, the PCP shall be maintained in full force. After the grace period, the Anchor Operator shall be entitled to bill the Company for any services utilised by the worker according to MOM's stipulated fees schedule in Table 3. The PCP shall be maintained in full force at all times, unless terminated by the Company.
23. For workers outside of the Mandated Group, the Company is entitled to a grace period of 30 days to pay the outstanding payments, inclusive of late payment penalties. During this grace period, the PCP shall be maintained in full force. After the grace period, the PCP would be deemed as lapsed if payment is not received at the end of the grace period. The Anchor Operator shall be entitled to bill the Company for any prior services utilised by the worker according to MOM's stipulated fees schedule in Table 3. For workers outside of the Mandated Group, the Anchor Operator reserves the right to request necessary information from the Company including but not limited to demographics details, historical claims experience for review, prior to accepting workers outside of the Mandated group into the PCP

**Table 3. MOM Fees Schedule**

Per consultation	Acute	Simple Chronic	Complex Chronic
<b>Consultation (including weekends and public holidays)</b>	S\$9 – S\$20		
<b>Standard medications / treatment (including simple procedures, point-of-care testing and routine panel for chronic diseases)</b>	S\$8 - S\$18	S\$33 - S\$40	S\$43 - S\$55
<b>Others</b>			
<b>All other tests / investigations / procedures</b>	As charged		
<b>Pre-employment medical examination</b>	S\$45 - S\$66		

24. Neither party shall be liable for any failure or delay in performance under this Contract (except for indemnity obligations) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence. Strikes, lock-outs and other labour related disputes shall not be regarded as an event beyond a party's reasonable control. The parties will meet and confer in good faith to determine the best solution to limit the consequences of any force majeure event. Notwithstanding the foregoing, to the extent that a force majeure event continues for a period in excess of three (3) months from the occurrence of such event, either party may terminate this Contract with fourteen (14) days' prior written notice.
25. The Company shall be entitled to terminate the PCP with the Anchor Operator with immediate effect by giving the Anchor Operator written notice. The monthly PCP payment due on the month of termination must be paid and shall not be refunded to the Company. The worker shall be entitled to continue accessing any healthcare services covered under the PCP with the Anchor Operator till the end of the calendar month.
26. Notwithstanding anything else contained herein, the agreement under this contract may be terminated:
- by either party, on giving 30 days' prior notice in writing to the other party; or
  - by either party forthwith on giving notice in writing to the other if the other party shall have a receiver or judicial manager appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to a judicial management order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

Upon termination of the agreement between the parties under any provision of this contract or otherwise, the Company shall pay the Anchor Operator for all services rendered and expenses incurred by the Anchor Operator pursuant to this letter prior to the date of termination. The Company shall also remain liable for sums due before the date of such termination but not paid.

Any termination of the agreement under this letter shall be without prejudice to any other rights and remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

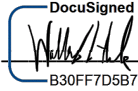
27. No claim for damage or any other remedy shall arise out of any breach of this contract or failure to perform any obligations under this contract if such breach or failure is caused by an act of God, civil commotion, riots, lockouts, compliance by any Party with any intervention or action by any governmental authority or any event outside the reasonable control of that party in question.
28. Limitation of Liability
- a) The aggregate liability of the Anchor Operator to the Company in respect of all breaches under the Contract shall not exceed the Contract Price.
  - b) The aggregate liability of the Company to the Anchor Operator in respect of all breaches under the Contract shall not exceed the Contract Price.
  - c) None of the limitations contained in this Clause shall apply to any claim:
    - i. relating to any death or personal injury; or
    - ii. which arises or is increased as a consequence of fraud, fraudulent misrepresentation, wilful misconduct or gross negligence by the Anchor Operator, its sub-contractors or any of their respective directors, officers, employees or agents.
  - d) Neither Party shall be liable under the Contract in respect of any loss of profit or any indirect or consequential losses.
  - e) The Anchor Operator and its relevant officers and employees will not be liable against any claims, damages or losses (together 'Losses') suffered or otherwise incurred by it in connection with the performance of the services other than Losses attributable to the Anchor Operator's negligence.
29. This contract sets out the entire agreement and understanding between the parties in connection with the matters dealt with in this letter and no party has agreed to the contents of this letter in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this contract.
30. No variation of the terms of this contract shall be valid unless it is in writing and signed by or on behalf of each of the parties or is stipulated by Law.
31. Any notice or communication under or in connection with this letter shall be in writing and shall be delivered personally, or by post, e-mail or facsimile to such address as the recipient may have notified to the other party. Proof of posting or despatch of any notice or communication to a party shall be deemed to be proof of receipt:
- a) in the case of a letter posted in Singapore, on the third working day after posting;
  - b) in the case of facsimile, when confirmed by an activity report indicating that the correct number of pages was sent to the correct facsimile number and that such facsimile message was well-received; and

- c) in the case of e-mail, where such e-mail has actually been received by a person designated by the recipient to receive such message and such message is in a format readily decipherable by the recipient's message or information system.
32. The performance of any obligation hereunder may not be assigned, delegated or otherwise transferred by either party; however, we may assign any part of the work to be performed under this letter to a qualified third party.
33. A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.
34. This letter is governed by and shall be construed in accordance with the laws of the Republic of Singapore.
35. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall first be submitted to the Singapore Mediation Centre for mediation, and in that regard the parties hereto agree:
- a) to abide by the provisions of 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 provisions; and
  - b) To abide by any settlement and to effect the terms thereof reached through such mediation.
36. In the event any dispute amongst the parties cannot be resolved or settled through mediation as set out above, the dispute shall be then referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of 1 arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre and the official language of the arbitration shall be English.



If the Company agrees with the above-mentioned terms and conditions, please duplicate a copy of this contract, sign in the space provided below and return the signed copy to us at [mcmw.gulcircle@fullertonhealth.com](mailto:mcmw.gulcircle@fullertonhealth.com).

Yours faithfully,  
Fullerton Healthcare Group

DocuSigned by:  
 (Signature)  
B30FF7D5B778465...

Name: Walter Lim  
Designation: Singapore Deputy Managing Director

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I, \_\_\_\_\_ on behalf of \_\_\_\_\_,  
agree to the above terms and conditions relating the service provision by Fullerton Healthcare Group.

\_\_\_\_\_ (Signature)

Company Stamp:

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_



**Appendix 1 – Services Excluded from the PCP**

1. Treatment which is medically not warranted, including treatment for conditions not generally regarded as medical illnesses;
2. Experimental treatment and procedure under investigation;
3. Treatment which is not generally deemed to be within the expertise of a general practitioner;
4. Cosmetic treatment including acne treatment and cosmetic surgery;
5. Preventive treatment including vaccination, provided that the Anchor Operator shall provide basic health screening as appropriate under the PCP requirements;
6. Orthopaedic aids and appliances such as splints, hot packs, guards and braces;
7. Treatment of intentionally self-inflicted injury or illness;
8. Expenses incurred in relation to any type of therapy e.g. occupational and speech therapy or dialysis;
9. Prescription of vitamins, mineral and nutritional supplements in the absence of specific deficiencies;
10. Dental treatment and implants;
11. Treatment and investigation relating to sexually transmitted diseases;
12. Treatment arising directly and indirectly from abuse of drugs;
13. Treatment for obesity, weight reduction or weight improvement;
14. Treatment for sleep disorder and psychiatric other than minor stress, anxiety and depression, provided that the Anchor operator shall provide first line screening as appropriate based on history taking and provide simple health advice, counselling as appropriate at a primary care level.
15. Treatment for refraction errors of the eyes;
16. Treatment and investigations arising from pregnancy, miscarriage, childbirth, subfertility and infertility, abortion, contraception, impotence;
17. Treatment for congenital abnormalities, including physical defect present from birth;
18. House calls; and
19. Work-related accidents and occupational disease\*

\*The employer shall be responsible to file claims under the applicable WICA insurance scheme