

TY Medical Practice

AND

MARSH (HONG KONG) LIMITED

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

(Hereinafter called “MOU”)

BETWEEN

TY Medical Practice

(Hereinafter called “WIRM® / WFS Panel”)

AND

MARSH (HONG KONG) LIMITED

(Hereinafter called “MARSH”)

WIRM® / WFS Panel is in the business of healthcare service and management.

The parties hereby agree to the following:

MARSH shall appoint **WIRM® / WFS Panel** as its principal healthcare provider to **MARSH**’s Clients, in accordance with Worker Injury Risk Management (WIRM®) or Workforce Strategy (WFS) Principles. The service period will commence on 1 October 2019 and until 30 September 2022.

PRINCIPAL SERVICE COMMITMENTS

1. Both **MARSH** and **WIRM® / WFS Panel** agree on the details of medical services and fee schedules (refer to Appendix 1).
2. Any injury cases with total medical expenses in excess of HK\$1,000.00 per consultation (GP) and HK\$1,500.00 per consultation (SP) require a pre-approval from nominated **MARSH** official.
3. Any non-medical and unapproved item shall **NOT** be on the account of **MARSH** and/or their Clients.
4. **WIRM® / WFS Panel** shall provide all services in his/her clinics, including consultations and minor operations (*applicable to **Doctor** only*).
5. **WIRM® / WFS Panel** shall follow a list of Specialist / Rehabilitation Centres provided by **MARSH** for referral (*applicable to **Doctor** only*) (Refer to appendix 2).

6. Top priority shall be given to **MARSH's** injury patients.
7. **WIRM® / WFS Panel** shall be responsible for providing **MARSH** and its Clients with high quality and cost effective services. Regular phone communications shall be indicated for certain situations, if/ when necessary. Regular meetings shall be held to review the performance, if/when necessary.
8. **WIRM® / WFS Panel** shall be responsible for ensuring that all its services comply with the prevailing medical, health and safety standards or regulations prevailing in Hong Kong.
9. **WIRM® / WFS Panel** shall be responsible for explaining treatment being provided (including but not limited to any referral, medication, investigation medical test and its result).
10. For the injury cases that are suitable to resume work trial or normal duty, **WIRM® / WFS Panel** shall explain any duty restrictions (if applicable) to the injured person and obtain his/her signature of acknowledgement.
11. **WIRM® / WFS Panel** shall complete and provide **MARSH** with a medical progress report and medical consultation record and/or return to work plan (refer to Appendix 3.1, 3.2 and 3.3 respectively) within twenty-four **(24)** hours after each and every consultation (*applicable to Doctor only*).
12. **WIRM® / WFS Panel** shall provide a discharge summary to the Labour Department (refer to Appendix 4) (*applicable to Doctor only*) within four **(4)** weeks from the date of the consultation.
13. **WIRM® / WFS Panel** shall complete and provide **MARSH** with an initial assessment report within three **(3)** working days after the first consultation assessment (*applicable to Physiotherapy Clinic and Occupational Therapy Clinic only*).
14. Billing arrangement shall be conducted on monthly basis and subject to payment being received by **MARSH** from their Clients and/or their Clients' insurers; **MARSH** shall settle such accounts within sixty **(60)** working days.
15. **WIRM® / WFS Panel** shall be responsible for sending in any invoice and medical consultation records within thirty **(30)** days followed by consultation/treatment. **WIRM® / WFS Panel** shall present invoices to **MARSH** on a monthly basis on or before the 1st day of the subsequent month. Please note that any invoices presented sixty **(60)** days after the consultation/ treatment will be treated as delayed invoice(s) and that payment without reasonable explanation may not be approved and settled by **MARSH's** clients for such delayed invoice(s). [If any invoice(s) have not been settled within three **(3)** months, please kindly contact Asia Knowledge Centre (AKC) at 2864 5580 or email wirm@marsh.com for enquiries.]

16. **WIRM® / WFS Panel** needs to prepare the invoice in the format as attached (refer to appendix 5).
WIRM® / WFS Panel must fill in 'Name of employer' according to the name given by **MARSH**.

Please note that if any inaccurate information is provided on the invoice, it will be returned to WIRM® / WFS Panel for correction and it will result in delayed payment.

17. Payment shall be arranged through electronic banking system by **MARSH** or their Clients or their Clients' insurers.
18. If there is any update on bank account information, **WIRM® / WFS Panel** shall inform **MARSH** in writing at least twenty-one (21) days in advance for necessary handling.
19. **MARSH** shall endeavour to obtain settlement from their Clients and/or their Client's insurers, but **WIRM® / WFS Panel** acknowledges that **MARSH** is not liable for any non-payment or shortfall and is only responsible for coordinating payment of invoices.
20. The aggregate liability of **MARSH** under this Agreement shall be limited to an amount of HKD 100,000. In no event shall **MARSH** be responsible for any indirect, remote, punitive or consequential damages/liabilities whatsoever.
21. For any enquiries about the invoices settlement, please contact Asia Knowledge Centre (AKC) at 2864 5580 or wirm@marsh.com
22. **WIRM® / WFS Panel** agrees to provide **MARSH** medical receipts after fee settlement as requested by **MARSH** without extra cost.
23. **WIRM® / WFS Panel** confirms that he/ she is covered by Professional Indemnity Insurance at his/her own cost. **MARSH** and/or their Clients and/or their Clients' insurers shall not be liable for any professional negligence on the part of **WIRM® / WFS Panel** arising from the medical and related services to the beneficiaries. **WIRM® / WFS Panel** agrees to indemnify **MARSH** from any breach of this Agreement.
24. **WIRM® / WFS Panel** confirms that he/ she send **MARSH** the copy of Professional Indemnity Insurance and Practising Certificates through wirm@marsh.com by 31 Mar for each year. **WIRM® / WFS Panel** shall effect and maintain the Professional Indemnity Insurance and Practising Certificates, throughout the period of this Agreement and shall not, commit or attempt to commit, an act or omission, which

may render any insurances void or voidable or may lead to a suspension or termination of the Practising Certificates.

25. **WIRM® / WFS Panel** confirms that it shall not engage in any activity at any time which may constitute an offence under any applicable law or regulation, including but not limited to the Bribery Act, 2010.

26. **WIRM® / WFS Panel** shall adhere to all the relevant laws and regulations relating to Personal Data Protection and use.

27. This MOU will be construed, interpreted and applied in accordance with and shall be governed by the laws applicable in Hong Kong. In case of any disputes arising out of this MOU, the parties shall try to resolve such disputes in good faith under a meeting of their senior representatives and within a period of sixty **(60)** days'. If such dispute is not resolved within the period of sixty **(60)** days, the parties may exclusively approach a court of competent jurisdiction in Hong Kong for adjudication.

28. The nominated officials of **MARSH** are:

- a) Director / Senior Vice President
- b) Divisional Director/ Assistant Director – WIRM® / Vice President/ Assistant Vice President – WFS
- c) Senior WIRM® Managers/WIRM® Managers/Coordinators / Consultant – WFS
- e) Senior Claims Managers/Managers – WIRM® / MRC – Claims Consultant

29. This MOU may be terminated at any time if **WIRM® / WFS Panel** and/or **MARSH** are in breach of any terms and/or conditions of this MOU and where such breach is not capable of remedy within reasonable time.

30. Either party may also terminate this MOU by providing three **(3)** months written notice to the other party prior to renewal date.

31. Signing Clause

Signed by the parties on the _____ of 2019.

Signed for and on behalf of
MARSH (HONG KONG) LIMITED

Signed for and on behalf of

Adrian Sargent

Senior Vice President, Head of Client Advisory Services (Hong Kong & Macau)

Authorised Signature

Name and Title