

Quality HealthCare Nursing Agency Limited ("QHNA")
General Service Rates and Terms and Conditions of Service¹
 (for private cases only²)

From 1st Apr 2023

I (each of the signatory to the Service Agreement and user of QHNA's placement service, hereinafter also referred to as a "Client") understand that save as exceptionally provided herein, the general service rates set out in the two Rate Tables below shall apply for my engagement of nurses/care assistants placed by QHNA:-

RATE TABLE 1 - HONG KONG REGISTERED / ENROLLED NURSES^{3,4,5}

Hours per shift / Rates (HK\$)	12 Hrs	11 Hrs	10 Hrs	9 Hrs	8 Hrs	7 Hrs	6 Hrs	5 Hrs	4 Hrs	3 Hrs	2 Hrs	1 Hr	Brief Visit
Registered Nurse (RN)	\$3,280	\$3,010	\$2,770	\$2,560	\$2,320	\$2,060	\$1,800	\$1,630	\$1,440	\$1,250	\$1,040	\$910	\$600
Enrolled Nurse (EN)	\$2,910	\$2,670	\$2,430	\$2,220	\$1,980	\$1,740	\$1,580	\$1,400	\$1,200	\$1,030	\$870	\$730	\$600

RATE TABLE 2 - CARE ASSISTANTS^{3,5}

Hours per shift / Rates (HK\$)	12 Hrs	11 Hrs	10 Hrs	9 Hrs	8 Hrs	7 Hrs	6 Hrs	5 Hrs	4 Hrs	3 Hrs	2 Hrs	1 Hrs
China-trained Nurse (CN)	\$1,595	\$1,465	\$1,345	\$1,225	\$1,140	\$1,075	\$970	\$905	\$815	\$705	\$615	\$475
Healthcare Assistant (HCA) / Healthcare Worker (HW)	\$1,415	\$1,310	\$1,245	\$1,165	\$1,075	\$985	\$915	\$835	\$745	\$705	\$610	\$425
Care Assistant (CA)/ Personal Care Worker (PCW)	\$1,165	\$1,105	\$1,035	\$975	\$935	\$855	\$765	\$695	\$615	\$575	\$505	\$365
Domestic Helper	\$1,510	\$1,420	\$1,280	\$1,190	\$1,090	\$1,010	\$910	\$850	\$770	Minimum 4 hours		

- QHNA reserves the right to adjust the rates and terms and conditions set out herein without obtaining the Client's prior consent. Please refer to QHNA's website at <https://www.qhms.com> for the latest and current applicable service rates and terms and conditions.
- For staff relief service rates, please call QHNA's hotline on 2975-2391 for details.
- Special service rates (on Special Days below):** Service provided during Chinese New Year holidays including (i) the **day and night shift** on **Chinese New Year Eve** any shift ends after 5p.m. (including night shift), the whole shift will entitle to special rate, and (ii) the **Day and Night** shifts on the **1st day and 2nd day** of Chinese New Year and (iii) the day shift of **3rd day** of Chinese New Year till 23:00 (iv) Mid-Autumn Festival any shift ends after 5p.m. (including night shift), the whole shift will entitle to special rate, and (v) Winter Solstice: any shift ends after 5p.m. (including night shift), the whole shift will entitle to special rate, shall be charged at **two times** the general service rates set out in the above Rate Tables.
- Short shifts or visits:** RN and EN may also offer short shifts or visits (between 1 to 3 hours) to address special medical needs of a patient (e.g., for injections, dressings of wounds, IV and colostomy care, bath taking etc.), the rates of such service shall be provided to you after assessing the service scope in each individual case.
- Meal Time:** It is customary for the nurses/carers working an 7-hour day shift to have a paid meal break of 30 minutes and 60 minutes for 12-hour day shift

TERMS AND CONDITIONS

I understand that the following terms and conditions shall apply in order for QHNA to place nurses/care assistants to provide service as independent contractors for me:-

- Placement Agent.** QHNA is a placement agent which sources suitable nurses/care assistants to work for me and will charge me according to its current service rates (as set out in the Rate Tables above):- I understand that nurses/care assistants are free to accept or decline a proposed placement and QHNA does not guarantee that it will successfully place me with an alternate nurse/care assistant although it will use its reasonable endeavors to do so.
- Independent Contractors.**
 - Nurses/care assistants are engaged to provide service for me as **independent contractors** and they are not employees of QHNA;
 - I shall provide all necessary equipment (e.g. thermometers and sphygmometer etc) and consumable supplies (e.g. facemasks, gloves etc) in order for the nurses/care assistants to carry out their work for me;
 - QHNA undertakes reasonable background checks on each nurse/care assistant that it places to work for Clients. However, these nurses/care assistants are independent contractors who are solely responsible for the conduct and standards of service they render;
 - QHNA will not accept:- (i) any responsibility for the conduct or service of the nurses/care assistants being placed to work for me or (ii) any liability in respect of their provision of service.
- Instructions / Supervision.**
 - It is my responsibility to directly instruct and supervise (or procure proper instructions or supervision of) the work of the nurses/care assistants being placed to work for me.
 - I acknowledge that the following persons may give valid instructions to nurses/care assistants who provide service for me:- (i) in respect of service provided to an individual patient - the signatory of the Service Agreement, the patient and/or person(s) whom the attending nurses/care assistants reasonably believe to be habitually in-charge of the patient's day-to-day care and (ii) in respect of service provided to a hospital or an institute - the signatory of the Service Agreement and/or any person whom the attending nurses/care assistants reasonably believe to be in-charge of the hospital ward, the institute or the patient, including the handling doctors and nurses.

- c. When supervising the nurses/care assistants' work, I understand that I may follow the "Service Standards of Independent Contractors", which sets out QHNA's understanding of the service standards generally applicable to nurses/care assistants as independent contractors for Clients. I understand that I should also communicate directly to the nurses/care assistants in respect of any precise instructions I may have.
- 4) **Invoice Payment.**
- a. Invoices shall be sent to Clients on a weekly/bi-weekly basis, or upon the completion of a placement, whichever is earlier;
- b. Payment shall be made by cheque, cash or bank transfer to QHNA's designated bank account the details of which are set out in each invoice;
- c. I agree to pay each QHNA invoice within 15 days of issuance of such invoice. If any invoice is not paid within such period, I further agree that:- (a) QHNA may impose and I will be contractually required to pay an addition of 5% surcharge on the total amount of the invoice and (b) the nurses/care assistants placed to work for me may suspend their work until I have fully paid the amount(s) set out in all outstanding invoices; and
- d. QHNA may request Clients to pay in cash in HK dollars in advance, or immediately upon completion of the respective nurse/care assistant's service for certain services (including service provided to non-residents or visitors, to escort patients to overseas etc).
- 5) **Direct/Indirect (through another Agency) Engagement.** I agree to pay QHNA a one-off introductory fee if I directly/indirectly engage a nurse/care assistant who has been placed by QHNA to work for me for a same/similar position ("**Direct Engagement**"). I further agree to notify QHNA's Healthcare Administrator of my intention to offer a nurse/care assistant a Direct/Indirect Engagement. This contractual obligation to notify QHNA upon any Direct/Indirect Engagement shall survive for a period of one year after the last date of a placement that particular nurse/care assistant had with me. I acknowledge that any failure to notify QHNA of a Direct/Indirect Engagement will render QHNA's loss of introductory fee and that I shall therefore be liable to compensate QHNA by paying it the usual rate of introductory fee which is equivalent to the average of that particular nurse/care assistant's one month's income receivable from that Direct/Indirect Engagement.
- 6) **Emergency Call Out Charges.** The following fee arrangement shall apply in case of a request for service in the event of an emergency (i.e. ad hoc service requests with less than 1 day of advance notice to QHNA):-

	Charge of full shift of 12 hours, if service request is made	Charge by hours (round up of incomplete hours) if service request is made	Additional charge of taxi fare of HK\$100 if
Day Shift (8:00 a.m.-8:00 p.m.)	<u>before</u> 10:00 a.m. on the service date	<u>after</u> 10:00 a.m. on the service date	service starts/finishes before 6:30 a.m.
Night Shift(8:00 p.m.-8:00 a.m.)	at any time after 8:00 p.m. on the service date	---	service starts/finishes after 10:00 p.m.

- 7) **Cancellation Charge.**
- a. For a service request that is cancelled within 4 hours before the start of the service, I agree to pay QHNA a cancellation charge equal to the attending nurse/care assistant's current "1 Hr." rate.
- b. For a night shift service that is cancelled after the commencement of the shift (i.e. between 8:00 p.m. and 8:00 a.m.), I agree to pay for the rate of the full 12 hour shift.
- 8) **Bad Weather.** For nurses/care assistants working during typhoon signal no. 8 or above, a special rate equal to 1.5 times of the general rates shall apply from the time the typhoon signal no. 8 or above is hoisted until the signal no. 8 is lowered or the completion of the shift. If a nurse/care assistant has to attend/leave work because of bad weather (including typhoons or rainstorm warnings), client has to pay a transportation surcharge of (i) HK\$100 (in the case of a typhoon signal no. 8 or above), (ii) HK\$100 (in the case of a black rainstorm warning) or (iii) reimburse the exact travelling fee incurred (whichever is higher).
- 9) **Termination.** I agree that either I or QHNA may give the other party notice in writing to terminate the Service Agreement with immediate effect without providing a cause; save that if I have an ongoing placement, the termination date of the Service Agreement shall be automatically postponed until the last date of such placement, or at an earlier date subject to the agreement with QHNA.
- 10) **Governing Law and Jurisdiction.** The Service Agreement and this document shall be governed by and construed in accordance with the laws of Hong Kong and the parties submit to the non-exclusive jurisdiction of the Hong Kong Courts.
- 11) **Language.** In case of any inconsistency between the English and Chinese versions of this document, the English version shall prevail.

Personal Information Collection Statement

I further agree that the personal data collected by QHNA in respect of its clients will be used by QHNA for placements and other related purposes, including but not limited to assessing my needs (and the patient's needs) and placing nurses/care assistants for me. My personal data is stored directly in QHNA's database which may only be accessed by QHNA's authorized employees, who will review the details of my personal data for the purposes of providing me with potentially suitable placements.

QHNA may disclose my personal data or any part thereof to:- (a) any nurse/care assistant who has indicated interest to provide me service; (b) any contractors, agents, other persons or bodies corporate engaged by QHNA for or in relation to any of the purposes listed above or any third party service providers who provide administrative, telecommunications, computer, or other service to QHNA; (c) any person by whom QHNA is required by applicable legal, governmental or regulatory requirements to make disclosure; and (d) any other person reasonably requiring the same in order for QHNA to carry out the purposes set out herein.

I understand it is QHNA's policy to retain my personal data until six (6) calendar months after it receives my notice in writing to terminate the Service Agreement with it, or as otherwise required by law.

Under the Personal Data (Privacy) Ordinance (Cap.486, Laws of Hong Kong), I am entitled to request access to and/or correction of my personal data in relation to my registration with QHNA. Any such request shall be made in writing, marked for the attention of the Manager and should be sent by post or by fax to:

Quality HealthCare Nursing Agency Limited

6/F., Tower 1, The Quayside, 77 Hoi Bun Road, Kwun Tong Hong Kong (Fax No.: 2851-6239)

I agree that QHNA is entitled to charge a reasonable fee for processing any data access request.

Quality HealthCare Nursing Agency Limited 卓健護理介紹所有限公司
 香港觀塘海濱道 77 號海濱匯第 1 座 6 樓
 6/F., Tower 1, The Quayside, 77 Hoi Bun Road, Kwun Tong, Hong Kong
 Service Hotline 服務熱線: 2975 2391 Fax 傳真: 2851 6239
 E-mail: mail.qhna@qhs.com.hk Website 網地址: www.qhms.com