

**HEALTH CARE VOUCHER SCHEME  
DEFINITIONS, AND TERMS AND CONDITIONS OF AGREEMENT**

**PREAMBLE**

- (A) The Government as represented by the Director of Health may invite health care providers of the categories set out in paragraph (B) to enrol in the HCVS as it thinks fit and may reject any application for enrolment at its absolute discretion.
- (B) Categories of Health Care Providers -
- (a) a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practising certificate issued under that Ordinance;
  - (b) a registered dentist within the meaning of the Dentists Registration Ordinance (Cap. 156) who holds a valid practising certificate issued under that Ordinance;
  - (c) a registered Chinese medicine practitioner within the meaning of the Chinese Medicine Ordinance (Cap. 549) who either:
    - (i) holds a valid practising certificate issued under that Ordinance; or
    - (ii) is registered under section 85 of that Ordinance;
  - (d) a registered chiropractor within the meaning of the Chiropractors Registration Ordinance (Cap. 428) who holds a valid practising certificate issued under that Ordinance;
  - (e) a registered nurse within the meaning of the Nurses Registration Ordinance (Cap. 164) who holds a valid practising certificate issued under that Ordinance;
  - (f) an enrolled nurse within the meaning of the Nurses Registration Ordinance (Cap. 164) who holds a valid practising certificate issued under that Ordinance;

- (g) a medical laboratory technologist registered under the Supplementary Medical Professions Ordinance (Cap. 359) (“SMPO”) who holds a valid practising certificate issued under the SMPO;
  - (h) an occupational therapist registered under the SMPO who holds a valid practising certificate issued under the SMPO;
  - (i) a physiotherapist registered under the SMPO who holds a valid practising certificate issued under the SMPO;
  - (j) a radiographer registered under the SMPO who holds a valid practising certificate issued under the SMPO;
  - (k) an optometrist registered under the SMPO (in Part I of the register) who holds a valid practising certificate issued under the SMPO;
  - (l) an audiologist registered with the relevant healthcare professional body accredited under the Accredited Registers Scheme for Healthcare Professions of the Government (“Accredited Registers Scheme”);
  - (m) a dietitian registered with the relevant healthcare professional body accredited under the Accredited Registers Scheme;
  - (n) a clinical psychologist registered with the relevant healthcare professional body accredited under the Accredited Registers Scheme; and
  - (o) a speech therapist registered with the relevant healthcare professional body accredited under the Accredited Registers Scheme.
- (C) If a health care provider’s application to enrol in the HCVS is accepted by the Government, the health care provider and the Medical Organization specified in the health care provider’s application are required to observe all the terms and conditions set out in this Agreement.

## **OPERATIVE PART**

### **DEFINITIONS**

#### **1. Transaction Documents**

The transaction documents of the HCVS comprise the following:

- (a) an application form (in Appendix A to the Covering Notes for Application to Enrol in the HCVS, Vaccination Subsidy Schemes and Primary Care Directory (“Covering Notes”)) (“the Application Form”);
- (b) authority for payment to a bank (in Appendix B to the Covering Notes) (“the Authority for Payment to a Bank”);
- (c) this Definitions, and Terms and Conditions of Agreement;  
(collectively, the “Transaction Documents”).

#### **2. Definitions**

The following terms or expressions appearing in the Covering Notes and the Transaction Documents shall have the meanings assigned to them below, unless otherwise defined or the context otherwise requires:

**“Accredited Registers Scheme”** means the Accredited Registers Scheme for Healthcare Professions of the Government, under which healthcare professional bodies which meet the prescribed standards of the Accredited Registers Scheme are accredited after assessment and which may be re-accredited if the healthcare professional bodies demonstrate continuous compliance with the prescribed standards upon regular review by the Government. A healthcare professional body undergoing re-accreditation process is deemed accredited under the Accredited Registers Scheme until its renewal of accreditation is declined by the Government.

**“Agreement”** means the agreement made by the Government with the Enrolled Health Care Provider or “EHCP” and his Associated Organization (if any) under the HCVS on the terms and conditions set out in:

- (a) this Definitions, and Terms and Conditions of Agreement;
- (b) the Authority for Payment to a Bank; and
- (c) where the context permits or requires, the Application Form submitted by the EHCP and his Associated Organization (if any);

**“Associated Organization”** means the Medical Organization specified in the Application Form of the EHCP for enrolment in the HCVS and in the notification issued by the Government in respect of the EHCP;

**“Consent of Voucher Recipient”** means consent with its content prescribed by the Director of Health:

- (a) (in the case where a Voucher Recipient uses Voucher in his own eHealth (Subsidies) Account) by which the Voucher Recipient indicates his consent and authorizes the use of Voucher to settle the EHCP Fees;
- (b) (in the case where a Voucher Recipient uses Voucher in his own eHealth (Subsidies) Account as well as Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse) by which the Voucher Recipient indicates his consent and authorizes the use of Voucher in both eHealth (Subsidies) Accounts to settle the EHCP Fees; and
- (c) (in the case where a Voucher Recipient uses Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse) by which the Voucher Recipient indicates his consent and authorizes the use of Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse to settle the EHCP Fees,

in each case the Consent of Voucher Recipient may be given verbally by the Voucher Recipient as simultaneously recorded on the eHealth System (Subsidies) by the EHCP or given in a paper form completed by the Voucher Recipient and collected by the EHCP;

**“eHealth (Subsidies) Account”** means an account established by an Eligible Person with the Government in the eHealth System (Subsidies) whereby he will be provided with the amount of Voucher he is entitled to under the HCVS during the Scheme Term;

**“eHealth System (Subsidies)”** means the computer information system designated and provided by the Government from time to time for creation of eHealth (Subsidies) Accounts, use of Voucher by Voucher Recipients and other purposes relating to the HCVS;

**“Eligible Person”** means a person who is entitled to receive Voucher under the HCVS and:

- (a) prior to 1 July 2017 is a person aged 70 or above in any calendar year during the Scheme Term; or
- (b) from 1 July 2017 onwards is a person aged 65 or above in any calendar year during the Scheme Term,

who holds (i) a valid Hong Kong Identity Card within the meaning of the Registration of Persons Ordinance (Cap. 177), except for a person who obtained a Hong Kong Identity Card by virtue of a previous permission to land or remain in Hong Kong granted to him and such permission has expired or ceased to be valid; or (ii) a valid Certificate of Exemption within the meaning of the Immigration Ordinance (Cap. 115);

**“Enrolled Health Care Provider”** or “**EHCP**” means the health care provider within the categories specified by the Government and whose application to enrol in the HCVS is accepted by the Government;

**“EHCP Account”** means an account created in the eHealth System (Subsidies) which is assigned to the EHCP upon his successful enrolment in the HCVS for the purpose of enabling the creation of eHealth (Subsidies) Account and the use of Voucher by a Voucher Recipient;

**“EHCP Fees”** means the fees charged by the EHCP or his Associated Organization for the health care services provided by the EHCP to a Voucher Recipient;

**“EHCP’s place”** means the premises where the EHCP practises his profession as stated in Section (E) of Part II of the Application Form submitted by him;

**“HCVD”** means the Health Care Voucher Division of the Department of Health of the Government;

**“Health Care Voucher Scheme” or “HCVS”** means a scheme under which the Government provides all Eligible Persons each year with an amount of Voucher as the Government may specify to partially subsidize their use of primary health care services in the private sector and which commenced on 1 January 2009 and continued until 31 December 2013 as a pilot scheme and thereafter became a recurrent scheme which will continue until a date to be specified by the Government;

**“Medical Organization”** means

- (a) an organization (whether incorporated or not) which employs or engages a health care provider to provide health care services to any person;
- (b) an organization (whether incorporated or not):
  - (i) under whose name a health care provider provides health care services to any person; and
  - (ii) of which the health care provider is the sole proprietor, partner, shareholder, director or officer (other than in a capacity referred to in (a) above);

**“Nominated Account”** means a bank account which is maintained under the name of the EHCP or his Associated Organization and is specified by the EHCP and his Associated Organization in the Authority for Payment to a Bank signed by the EHCP and his Associated Organization and submitted to the Government;

**“Paired Up”** has the meaning prescribed to it under Clause 15;

**“Quota”** means the maximum amount of Voucher prescribed by the Government that a Voucher Recipient can use over a specified period for settlement of the EHCP Fees charged by any optometrists enrolled in the HCVS. For the avoidance of doubt, unused Quota shall relate to each individual Voucher Recipient unaffected by whether his eHealth (Subsidies) Account has been Paired Up with that of his Spouse or not; and shall not be carried forward for use in the next period specified by the Government;

“**SMPO**” means the Supplementary Medical Professions Ordinance (Cap. 359);

“**Scheme Commencement Date**” means 1 January 2009;

“**Scheme Equipment**” means any hardware, devices or other equipment provided to the EHCP for the purpose of facilitating the EHCP’s use of the eHealth System (Subsidies);

“**Scheme Licence**” means the licence granted to the EHCP to use any software in relation to the use of the eHealth System (Subsidies);

“**Scheme Term**” means the period commencing from the Scheme Commencement Date to a date (both dates inclusive) specified by the Government pursuant to the Agreement;

“**Shared Use Consent**” has the meaning prescribed to it under Clause 17(a);

“**Spouse**” means the person who is in a spousal relationship with a Voucher Recipient as married under monogamous marriage recognized by the laws of Hong Kong. “Monogamous marriage” means a marriage which was—

(a) if it took place in Hong Kong—

(i) celebrated or contracted in accordance with the provisions of the Marriage Ordinance (Cap. 181);

(ii) a modern marriage validated by section 8 of the Marriage Reform Ordinance (Cap. 178) and registered under Part IV of that Ordinance; or

(b) if it took place outside Hong Kong, celebrated or contracted in accordance with the law in force at the time and in the place where the marriage was performed and recognized by such law as involving the voluntary union for life of one man and one woman to the exclusion of all others;

“**Unused Voucher**” means any Voucher that an Eligible Person is entitled to but is not used by a Voucher Recipient in any calendar year during the Scheme Term. For the avoidance of doubt, Unused Voucher shall relate to each individual

Voucher Recipient unaffected by whether his eHealth (Subsidies) Account has been Paired Up with that of his Spouse or not;

“**Voucher**” means an electronic voucher issued by the Government for use by a Voucher Recipient under HCVS, such voucher being backed by payment by the Government in accordance with the terms and conditions of the Agreement; and

“**Voucher Recipient**” means an Eligible Person for whom an eHealth (Subsidies) Account has been established.

### **3. Rules of Interpretation**

In each document of the Transaction Documents, unless otherwise provided or the context otherwise requires:

- (a) any word or expression to which a specific meaning has been attached in a particular document of the Transaction Documents shall bear such meaning whenever it appears in the other documents of the Transaction Documents;
- (b) words importing the singular include the plural and vice versa and words importing a gender include all other genders;
- (c) reference to any enactment, order, regulation or other similar instrument includes the enactment, order, regulation or instrument as amended from time to time by any subsequent enactment, order, regulation or instrument;
- (d) reference to a statute includes all subsidiary legislation made under the statute;
- (e) reference to a person includes an individual, a firm, partnership, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organizations whether or not having separate legal personality;
- (f) reference to a month or a monthly period refers to a calendar month and reference to a year or an annual period refers to a calendar year;

- (g) reference to a section, clause, sub-clause, paragraph, sub-paragraph, appendix or attachment by number or by letter in a document of the Transaction Documents shall be construed (unless the context otherwise requires) as a reference to the section, clause, sub-clause, paragraph, sub-paragraph, appendix or attachment of that number or letter contained in that document;
- (h) headings are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of any document of the Transaction Documents;
- (i) reference to time and dates shall be construed as a reference to Hong Kong time and dates;
- (j) reference to “personal data” includes all information as shown on the relevant person’s latest Hong Kong Identity Card (or Certificate of Exemption, if applicable), spousal relationship and balance of Vouchers in such person’s eHealth (Subsidies) Account;
- (k) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done;
- (l) the words “include” and “including” shall be construed without limitation to the words following them; and
- (m) in case of inconsistency, the English version of the Transaction Documents shall prevail over the Chinese version.

## **TERMS AND CONDITIONS**

1. In consideration of the Government agreeing to meet payment of Voucher in accordance with the terms and conditions of the Agreement, the EHCP and his Associated Organization (if any) jointly and severally undertake and agree to observe the terms and conditions of the Agreement.
2. The EHCP and his Associated Organization shall inform HCVD immediately of any changes in any information or document submitted to the Government in relation to the HCVS (including any information contained in the Application Form submitted by the EHCP).

### **Termination and Expiry**

3. The Government may terminate the Agreement on giving the EHCP 7 Days' prior written notice without attracting any liability to the EHCP or his Associated Organization. Such notices shall be deemed to have been duly given or made as follows:
  - (a) if sent by personal delivery, upon delivery at the address of the EHCP;
  - (b) if sent by post, four (4) Days (for local post) and seven (7) Days (for overseas post) after the date of posting;
  - (c) if sent by facsimile, when dispatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; and
  - (d) if sent by email, when actually received in a form readable by the addressee.

References to "Day" in this Clause 3 mean calendar day (including Saturday, Sunday and public holidays in Hong Kong, unless otherwise stated).

4. The Agreement shall terminate forthwith upon occurrence of any of the following events:

- (a) where the EHCP is enrolled in the HCVS in the capacity of a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161), the EHCP ceases to be so registered or is suspended from practising as such a registered medical practitioner;
- (b) where the EHCP is enrolled in the HCVS in the capacity of a registered dentist within the meaning of the Dentists Registration Ordinance (Cap. 156), the EHCP ceases to be so registered or is suspended from practising as such a registered dentist;
- (c) where the EHCP is enrolled in the HCVS in the capacity of a registered Chinese medicine practitioner within the meaning of the Chinese Medicine Ordinance (Cap. 549), the EHCP ceases to be so registered or is suspended from practising as such a registered Chinese medicine practitioner;
- (d) where the EHCP is enrolled in the HCVS in the capacity of a registered chiropractor within the meaning of the Chiropractors Registration Ordinance (Cap. 428), the EHCP ceases to be so registered or is suspended from practising as such a registered chiropractor;
- (e) where the EHCP is enrolled in the HCVS in the capacity of a registered nurse within the meaning of the Nurses Registration Ordinance (Cap. 164), the EHCP ceases to be so registered or is suspended from practising as such a registered nurse;
- (f) where the EHCP is enrolled in the HCVS in the capacity of an enrolled nurse within the meaning of the Nurses Registration Ordinance (Cap. 164), the EHCP ceases to be so registered or is suspended from practising as such an enrolled nurse;
- (g) where the EHCP is enrolled in the HCVS in the capacity of a medical laboratory technologist registered under the SMPO, the EHCP ceases to be so registered or is suspended from practising as such a registered medical laboratory technologist;
- (h) where the EHCP is enrolled in the HCVS in the capacity of an occupational therapist registered under the SMPO, the EHCP ceases to be

- so registered or is suspended from practising as such a registered occupational therapist;
- (i) where the EHCP is enrolled in the HCVS in the capacity of a physiotherapist registered under the SMPO, the EHCP ceases to be so registered or is suspended from practising as such a registered physiotherapist;
  - (j) where the EHCP is enrolled in the HCVS in the capacity of a radiographer registered under the SMPO, the EHCP ceases to be so registered or is suspended from practising as such a registered radiographer;
  - (k) where the EHCP is enrolled in the HCVS in the capacity of an optometrist registered under the SMPO (in Part I of the register), the EHCP ceases to be so registered or is suspended from practising as such a registered optometrist;
  - (l) where the EHCP is enrolled in the HCVS in the capacity of an audiologist registered with the relevant healthcare professional body accredited under the Accredited Registers Scheme, the EHCP ceases to be so registered or is suspended from practising as such a registered audiologist;
  - (m) where the EHCP is enrolled in the HCVS in the capacity of a dietitian registered with the relevant healthcare professional body accredited under the Accredited Registers Scheme, the EHCP ceases to be so registered or is suspended from practising as such a registered dietitian;
  - (n) where the EHCP is enrolled in the HCVS in the capacity of a clinical psychologist registered with the relevant healthcare professional body accredited under the Accredited Registers Scheme, the EHCP ceases to be so registered or is suspended from practising as such a registered clinical psychologist; and
  - (o) where the EHCP is enrolled in the HCVS in the capacity of a speech therapist registered with the relevant healthcare professional body accredited under the Accredited Registers Scheme, the EHCP ceases to be so registered or is suspended from practising as such a registered speech therapist.

5. The Government may at any time terminate the Agreement forthwith by written notice to the EHCP if:
  - (a) the Government has reasonable grounds to believe that the EHCP has failed to provide health care services which are not limited to the health care services provided under this Agreement in a professional manner or is otherwise guilty of professional misconduct or malpractice;
  - (b) the EHCP or his Associated Organization fails to comply with any provision in the Agreement or with any direction or requirement given by the Government or Director of Health in relation to the HCVS;
  - (c) the EHCP or his Associated Organization has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
  - (d) the continued engagement of the EHCP or his Associated Organization or the continued performance of the Agreement is contrary to the interest of national security; or
  - (e) the Government reasonably believes that any of the events mentioned in Clause 5(c) or 5(d) above is about to occur.
6. Upon the termination of the Agreement, the EHCP shall immediately cease to be a health care provider enrolled in the HCVS.
7. Immediately upon the EHCP ceasing to be a health care provider enrolled in the HCVS:
  - (a) the Government shall have no obligation to pay any Voucher used to settle the EHCP Fees of the EHCP if such EHCP Fees are incurred by a Voucher Recipient on or after the date on which the EHCP ceases to be a health care provider enrolled in the HCVS;
  - (b) the EHCP and his Associated Organization shall:

- (i) remove all software provided by the Government to him for the purpose of the HCVS from the computer system used by him and/or his Associated Organization;
  - (ii) return to the Government all Scheme Equipment provided by the Government to him for the purpose of the HCVS;
  - (iii) cease to use or otherwise input any data into the eHealth System (Subsidies);
  - (iv) remove the logo referred to in Clause 56 and return to the Government the logo and any security tool provided by the Government for accessing the eHealth System (Subsidies);
  - (v) not create, or offer or procure any Eligible Person to create, any eHealth (Subsidies) Account;
  - (vi) not procure or permit any Eligible Person to provide any Consent of Voucher Recipient or any other forms or documents that may be, or which content may be, prescribed by the Government or the Director of Health in relation to the HCVS;
  - (vii) comply with all directions and requirements made by the Government which are required to give effect to the cessation of the EHCP as a health care provider enrolled in the HCVS; and
- (c) the Scheme Licence shall terminate forthwith.
8. Any terms and conditions of the Agreement, including this Clause, Clauses 42, 44, 54 and 55, capable of being performed or observed notwithstanding the termination of the Agreement shall survive the termination and shall remain in full force and effect after the termination.
9. Upon the occurrence of any of the events specified in Clause 5 or the alleged occurrence of any such event pending further investigation, the Government may, without prejudice to its rights and remedies under Clause 5 or otherwise, by notice in writing to an EHCP (“Suspension Notice”) suspend the enrolment of the EHCP in the HCVS and / or withhold any sums due to the EHCP or his Associated Organization under Clause 38 (“Suspension”) for a period specified

in the Suspension Notice (“Suspension Period”). Throughout the Suspension Period, the EHCP shall not permit the use of Voucher by any Voucher Recipient or make any claim for any Voucher through the eHealth System (Subsidies). The Government has no obligation to pay the EHCP or his Associated Organization the value of any Voucher which is used by any Voucher Recipient during the Suspension Period. Upon such Suspension, Clauses 7(a) and (b) shall equally apply throughout the Suspension Period, and the Scheme Licence shall be suspended throughout the Suspension Period.

### **eHealth System (Subsidies)**

10. Upon successful enrolment in the HCVS, the EHCP shall subscribe to an eHealth System (Subsidies) prescribed by the Director of Health for the HCVS on the terms set out below and in the manner specified by the Director of Health within 21 days of a notice issued by the Director of Health to this effect.

### **Creation of eHealth (Subsidies) Account**

11. If an Eligible Person requests, at the EHCP’s place, the EHCP to create an eHealth (Subsidies) Account for him, the EHCP shall first ascertain if an eHealth (Subsidies) Account has already been created in respect of that Eligible Person. If no such account has been created, the EHCP shall create an eHealth (Subsidies) Account for that Eligible Person.
12. In creating an eHealth (Subsidies) Account for an Eligible Person, the EHCP shall comply with the following procedures:
  - (a) collect from the Eligible Person his personal particulars (including his name, and Hong Kong Identity Card number and symbol or the serial number of a Certificate of Exemption issued by the Immigration Department) and verify such information by checking the Hong Kong Identity Card or Certificate of Exemption produced by the Eligible Person;
  - (b) if the EHCP is reasonably satisfied that the personal particulars provided are correct, explain to the Eligible Person the purpose for which his personal data are collected and used; and
  - (c) log on his own EHCP Account in the eHealth System (Subsidies) to create the eHealth System (Subsidies) Account for the Eligible Person.

13. The EHCP shall, prior to the creation of an eHealth (Subsidies) Account for an Eligible Person, obtain from the Eligible Person a valid and effective consent to the use and transfer of the Eligible Person's personal data for the purpose of creating an eHealth (Subsidies) Account and for the administration and monitoring of the HCVS, including but not limited to verification by electronic means of the personal data obtained with the database of the Immigration Department.
14. The EHCP shall declare via the eHealth System (Subsidies) that consent from the Eligible Person referred to in Clause 13 has been obtained for each eHealth (Subsidies) Account created.

### **Pairing up of eHealth (Subsidies) Accounts**

15. If a Voucher Recipient requests (whether together with his Spouse or not), at the EHCP's place, the EHCP to pair up his eHealth (Subsidies) Account with the eHealth (Subsidies) Account of his Spouse (the Spouse being a Voucher Recipient), the EHCP shall pair up such eHealth (Subsidies) Accounts subject to compliance with Clause 16 or Clause 17 as appropriate ("Paired Up").
16. Where both the Voucher Recipient and his Spouse attend the EHCP's place to request pairing up of their eHealth (Subsidies) Accounts, the EHCP shall comply with the following procedures:
  - (a) require the Voucher Recipient and his Spouse to declare their spousal relationship with each other, i.e. married under monogamous marriage recognized by the laws of Hong Kong;
  - (b) show or read to the Voucher Recipient and his Spouse and confirm their understanding as to the liability of making false statement for the purpose of sharing the Vouchers in their eHealth (Subsidies) Accounts (including false declaration about their spousal relationship). EHCP shall display, at the EHCP's place, an information sheet provided by the Government setting out the details on the declaration of spousal relationship and the liability of making false statement in this regard for the reference of the Voucher Recipient and his Spouse;

- (c) obtain from both the Voucher Recipient and his Spouse the consent that
    - (i) when either of their eHealth (Subsidies) Accounts has no more Voucher, any Voucher remaining in the other of their eHealth (Subsidies) Accounts may be used by either of them; and
    - (ii) after their respective eHealth (Subsidies) Accounts are Paired Up, the balance of Vouchers in their respective eHealth (Subsidies) Account may be revealed to one another for the purpose of facilitating each other's advanced planning of the use of Voucher;
  - (d) collect from the Voucher Recipient and his Spouse their personal particulars (including their names, and Hong Kong Identity Card numbers and symbols or the serial numbers of Certificates of Exemption issued by the Immigration Department) and verify such information by checking the Hong Kong Identity Cards or Certificates of Exemption produced by the Voucher Recipient and his Spouse;
  - (e) if the EHCP is reasonably satisfied that the personal particulars provided are correct, explain to the Voucher Recipient and his Spouse the purpose for which their personal data are collected and used; and
  - (f) log on his own EHCP Account in the eHealth System (Subsidies) to arrange the pairing up of the eHealth System (Subsidies) Accounts of the Voucher Recipient and his Spouse.
17. Where only a Voucher Recipient or his Spouse attends the EHCP's place to request pairing up of their eHealth (Subsidies) Accounts, the EHCP shall comply with the following procedures:
- (a) require the person who attends the EHCP's place to provide a duly completed "Consent of Sharing Health Care Vouchers between Voucher Recipients in Spousal Relationship", with its content prescribed by the Director of Health and attached with a copy of the latest Hong Kong Identity Card (or Certificate of Exemption, if applicable) of the person's Spouse ("Shared Use Consent");
  - (b) collect from the person who attends the EHCP's place his personal particulars (including his name, and Hong Kong Identity Card number and symbol or the serial number of Certificates of Exemption issued by the Immigration Department) and verify such information by checking

- the Hong Kong Identity Card or Certificate of Exemption produced by the person who attends the EHCP's place;
- (c) verify the personal particulars of the Spouse of the person who attends the EHCP's place (including the name, and Hong Kong Identity Card number and symbol or the serial number of Certificates of Exemption issued by the Immigration Department) by checking the copy of Hong Kong Identity Card (or Certificate of Exemption, if applicable) included in the Shared Use Consent; and
  - (d) upon being reasonably satisfied that the personal particulars provided are correct, log on his own EHCP Account in the eHealth System (Subsidies) to arrange the pairing up of the eHealth System (Subsidies) Accounts of the person who attends the EHCP's place and his Spouse.
18. The EHCP shall, prior to the pairing up of the eHealth (Subsidies) Accounts of a Voucher Recipient and his Spouse, obtain from both the Voucher Recipient and his Spouse (whether at the instance of Clause 16(e) or through the Shared Use Consent) valid and effective consent to the use and transfer of their personal data for the purpose of pairing up of their eHealth (Subsidies) Accounts and for the administration and monitoring of the HCVS, including but not limited to verification by electronic means of the personal data obtained with the database of the Immigration Department.
19. The EHCP shall declare via the eHealth System (Subsidies) that the following from the Voucher Recipient and his Spouse have been obtained for the pairing up of their eHealth (Subsidies) Accounts:
- (a) understanding as to the liability of making false statement for the purpose of sharing the Vouchers in their eHealth (Subsidies) Accounts (including false declaration about their spousal relationship, and whether at the instance of Clause 16(b) or through the Shared Use Consent);
  - (b) consent to share their Voucher (whether at the instance of Clause 16(c) or through the Shared Use Consent); and
  - (c) consent referred to in Clause 18.

## **Changed Pairing of eHealth (Subsidies) Accounts**

- 20A. If a Voucher Recipient (Elder A) requests (whether together with his Spouse or not), at the EHCP's place, the EHCP to pair up his eHealth (Subsidies) Account with the eHealth (Subsidies) Account of his Spouse (Elder C) (Elder C being a Voucher Recipient), and if Elder A's eHealth (Subsidies) Account has been Paired Up previously with the eHealth (Subsidies) Account of a third elder (Elder B), the EHCP shall arrange to change the pairing up subject to:
- (a) the EHCP having confirmed with Elder A his intention to un-pair his eHealth (Subsidies) Account with that of Elder B;
  - (b) EHCP having checked that the pairing, if any, of each of the three eHealth (Subsidies) Accounts involved has not been changed since 1 January of the year of the request up to the date of request; and
  - (c) compliance with Clause 16 or Clause 17 in respect of the pairing of Elder A's and Elder C's eHealth (Subsidies) Accounts, as appropriate.
- 20B. The EHCP shall perform and be bound by Clause 18 and Clause 19 (mutatis mutandis) for handling the pairing up request under Clause 20A in respect of Elder A's and Elder C's eHealth (Subsidies) Accounts.

## **Equipment and Software**

- 21. Save as otherwise expressly provided in the Agreement or specified by the Government, the EHCP and his Associated Organization shall provide all computer hardware, software, equipment, machinery, devices and facility and obtain all utilities necessary for access to and use of the eHealth System (Subsidies).
- 22. The Government may provide the EHCP with Scheme Equipment and grant or procure the grant of a Scheme Licence to the EHCP on such terms and conditions as the Government may specify from time to time.
- 23. The EHCP shall use the eHealth System (Subsidies) solely for the purpose of enabling the creation, pairing up and un-pairing of eHealth (Subsidies) Accounts

and the use of Vouchers by Voucher Recipients to settle the EHCP Fees for the health care services he provided.

24. The Associated Organization shall not, and the EHCP shall procure that his Associated Organization will not, use or deal with the eHealth System (Subsidies), the Scheme Equipment, the Scheme Licence and any eHealth (Subsidies) Accounts for any purposes other than those specified in Clause 23 unless with prior written consent of the Government.
25. The EHCP and his Associated Organization acknowledge that Scheme Equipment and Scheme Licence may be subject to the proprietary rights of third parties.
26. The EHCP and his Associated Organization shall be responsible for any liabilities arising out of the EHCP's and his Associated Organization's use of the Scheme Equipment and the Scheme Licence.
27. The EHCP and his Associated Organization shall not make any modifications to the Scheme Equipment or the Scheme Licence unless the prior written consent of the Government has been obtained.

### **Use of Voucher**

28. Notwithstanding Clauses 36 and 37, the EHCP shall:
  - (a) permit the use by a Voucher Recipient of Voucher in his own eHealth (Subsidies) Account to settle the EHCP Fees once such eHealth (Subsidies) Account is created in the manner set out in Clauses 11 to 14 above;
  - (b) permit the use by a Voucher Recipient of Voucher in the eHealth (Subsidies) Account of his Spouse to settle the EHCP Fees if:
    - (i) their eHealth (Subsidies) Accounts have been Paired Up in the manner set out in Clauses 15 to 19 or Clauses 20A and 20B above, and have remained to be Paired Up at the time of use of Voucher; and
    - (ii) the Voucher Recipient has exhausted the Voucher in his own eHealth (Subsidies) Account,

unless the eHealth System (Subsidies) does not allow the EHCP to make a claim for that Voucher Recipient, in which case a message to that effect will be generated by the eHealth System (Subsidies).

29. If a Voucher Recipient notifies the EHCP that he will use Voucher to settle the EHCP Fees after provision of health care service by the EHCP to the Voucher Recipient, the EHCP shall obtain from the Voucher Recipient a Consent of Voucher Recipient.
30. If a Voucher Recipient notifies the EHCP that he will use Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse (whether solely or together with any remaining Voucher in his own eHealth (Subsidies) Account) to settle the EHCP Fees after provision of health care service by the EHCP to the Voucher Recipient, the EHCP shall obtain from the Voucher Recipient a Consent of Voucher Recipient together with a copy of the Spouse's latest Hong Kong Identity Card (or Certificate of Exemption, if applicable).
31. On condition that:
  - (a) a Voucher Recipient has received health care services provided by the EHCP and has provided a Consent of Voucher Recipient by which he authorizes the EHCP to use Voucher under Clause 29 or Clause 30 above to settle the EHCP Fees;
  - (b) the EHCP Fees are not less than the value of one Hong Kong dollar, being the face value of each Voucher;
  - (c) the total value of the Voucher authorized by the Voucher Recipient for settlement of the EHCP Fees is equal to or less than the EHCP Fees; and
  - (d) the total value of the Voucher proposed to be used by the Voucher Recipient does not exceed the total value of Unused Voucher in his own eHealth (Subsidies) Account or; in case the Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse is proposed to be used, the combined value of Unused Voucher in the two Paired Up eHealth (Subsidies) Accounts,

the EHCP shall undertake and perform the following duties to accept the Voucher Recipient's use of the Voucher to settle all or part of the EHCP Fees:

- (i) log on his own EHCP Account in the eHealth System (Subsidies);
- (ii) request the Voucher Recipient to produce his Hong Kong Identity Card or Certificate of Exemption issued by the Immigration Department for verification of his personal particulars. In the case where the Voucher Recipient has notified the EHCP under Clause 30, the EHCP shall additionally request the production of a copy of the Hong Kong Identity Card or Certificate of Exemption issued by the Immigration Department of the Voucher Recipient's Spouse;
- (iii) search and retrieve the record of the Voucher Recipient in the manner provided in the eHealth System (Subsidies);
- (iv) confirm with the Voucher Recipient the amount of Voucher that he agrees to use;
- (v) check the Unused Voucher and Quota (if applicable) remaining in the eHealth (Subsidies) Account of the Voucher Recipient or, in the case where the Voucher Recipient has notified the EHCP under Clause 30, the total Unused Voucher in the Paired Up eHealth (Subsidies) Accounts of the Voucher Recipient and his Spouse;
- (vi) input all information required by the eHealth System (Subsidies);
- (vii) give a copy of the Notice on Use of Health Care Voucher to the Voucher Recipient for retention; and
- (viii) make a claim for the use of the amount of Voucher agreed by the Voucher Recipient through the eHealth System (Subsidies):
  - (A) in respect of the Voucher Recipient (and his Spouse whose Voucher is used, if any) holding a Hong Kong Identity Card with a symbol "C" or "U" on it, on the same date as the date of provision of the related health care services to the Voucher Recipient; or
  - (B) in respect of any cases other than that described in Clause 31(viii)(A) above, within 7 calendar days counting from the

date of provision of the related health care services to the Voucher Recipient.

32. The EHCP shall ensure that the total value of the Voucher used by a Voucher Recipient (i.e. Voucher in the Voucher Recipient's eHealth (Subsidies) Account and any Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse) to settle the EHCP Fees does not exceed the amount of the EHCP Fees. Notwithstanding any use by a Voucher Recipient of Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse, the EHCP shall ensure that a Voucher Recipient can only make use of his own available Quota for optometry services covered by the Quota.<sup>33</sup> The EHCP Fees shall be charged at the same rate as fees of equivalent health care services provided by the EHCP to a person who does not use any Voucher/ who is not a Voucher Recipient. For the avoidance of doubt, a Voucher Recipient shall not be charged at a higher rate (whether directly or indirectly) than ordinary health care customers for equivalent health care services provided by the EHCP.
34. The EHCP and his Associated Organization shall not demand payment of the EHCP Fees from a Voucher Recipient who consents to use Voucher to settle the EHCP Fees unless:
  - (a) the EHCP Fees exceeds the total value of the Voucher so used (including any Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse) or, if applicable, the Voucher Recipient's unused Quota, in which event, the EHCP and his Associated Organization shall only collect from the Voucher Recipient the excess amount; or
  - (b) no confirmation is generated by the eHealth System (Subsidies) on the use of Voucher or the transaction on the use of Voucher through the eHealth System (Subsidies) has otherwise failed.
35. Neither the EHCP nor his Associated Organization shall enter into any agreement or arrangement with an Eligible Person or a Voucher Recipient which has the effect of:
  - (a) modifying anything the content of which is prescribed by the Government or the Director of Health for the purpose of or in relation to the HCVS or any terms and conditions in the Agreement; or

- (b) sharing the value of any Voucher with the Eligible Person or the Voucher Recipient or (in the case where the Voucher Recipient uses the Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse) the Spouse of the Voucher Recipient, notwithstanding whether the agreement or arrangement is made directly or indirectly. Any advantage, whether in cash/ kind/ coupons/ bonus points/ other equivalent which carries a cash value, offered by the EHCP or his Associated Organization to an Eligible Person or a Voucher Recipient or the Spouse of the Voucher Recipient in such agreement or arrangement shall be considered as having the effect of sharing the value of any Voucher.

## **Payment by the Government**

36. The Government will within 7 days after the creation of an eHealth (Subsidies) Account in accordance with the Agreement verify whether the person for whom the eHealth (Subsidies) Account has been created:

- (a) holds a valid Hong Kong Identity Card or a valid Certificate of Exemption issued by the Immigration Department; and
- (b) (i) prior to 1 July 2017 is aged 70 or above in any calendar year during the Scheme Term; or
- (ii) from 1 July 2017 onwards is aged 65 or above in any calendar year during the Scheme Term.

Such verification will be conducted on the basis of the information input into the eHealth System (Subsidies). If the Government has reasonable grounds to believe that the person fails to meet the condition in (a) or (b) above, the Government will remove the eHealth (Subsidies) Account from the eHealth System (Subsidies) and notify the EHCP who has assisted in the creation of the eHealth (Subsidies) Account.

37. If the Government is satisfied that the person for whom an eHealth (Subsidies) Account has been created meets the conditions in Clause 36(a) and (b), the Government shall indicate in that eHealth (Subsidies) Account that the eHealth (Subsidies) Account has been validated by the Government.

38. Subject to Clauses 7(a), 42 and 44(b), within 30 days after the last date of each month in the Scheme Term, the Government shall pay the EHCP or the Associated Organization the amount of Voucher used by a Voucher Recipient in that month in the manner provided in Clause 31, provided that the eHealth (Subsidies) Account of the Voucher Recipient has been validated under Clause 37.
39. The payment by the Government under Clause 38 shall be made by crediting the Nominated Account. An acknowledgement of such crediting issued by the bank with which the Nominated Account is maintained shall be deemed to be a receipt issued by the EHCP and the Associated Organization of the sum so credited and shall be conclusive evidence of due payment of such sum by the Government to the EHCP or the Associated Organization.
40. Subject to Clause 41, an Eligible Person is entitled to receive, starting from the calendar year in which he becomes eligible under the HCVS, such amount of Voucher as specified by the Government allocated during the Scheme Term.
41. Unused Voucher shall be carried forward for use in the remaining term of the Scheme Term and the Unused Voucher that may be carried forward each calendar year shall be of such amount so that the aggregate amount of Unused Voucher together with the Voucher that a Voucher Recipient is entitled to receive in the following calendar year shall not as at 1 January of the following calendar year exceed the accumulation limit in respect of each Voucher Recipient prescribed by the Government.
42. The Government shall have no obligation to pay the EHCP or his Associated Organization the value of any Voucher if:
  - (a) any information provided by the EHCP to the Government under or in relation to the HCVS, or any information recorded by the EHCP or his employees, agents or sub-contractors on the eHealth System (Subsidies), is at any time found to be incomplete, untrue or inaccurate;
  - (b) the EHCP or his Associated Organization fails to provide information required by the Government for verifying the use of Voucher; or
  - (c) the EHCP or his Associated Organization is in breach of (i) any provisions in any documents of the Transaction Documents; (ii) any statutory provisions under which the EHCP is registered; or (iii) any provisions

under which the EHCP is registered with the relevant accredited healthcare professional body.

43. The EHCP and his Associated Organization shall not pay any Voucher Recipient whether directly or indirectly all or part of the amount paid or payable by the Government to the EHCP or the Associated Organization pursuant to the Agreement.
44. Notwithstanding any provision herein, if the Government certifies at any time that the Government has overpaid the EHCP or an Associated Organization, the Government may:
  - (a) deduct such overpaid amount from any sums which may thereafter be payable by the Government to the EHCP or his Associated Organization; or
  - (b) direct the EHCP or the Associated Organization to forthwith repay the Government the amount overpaid on a date specified by the Government, in which case, the Government has the right to withhold any sums due to the EHCP or the Associated Organization under Clause 38 until the EHCP or the Associated Organization has fully paid the overpaid amount.
45. Neither the EHCP nor his Associated Organization may charge any person any fees for creating an eHealth (Subsidies) Account; or pairing or unpairing of two eHealth (Subsidies) Accounts; or using an eHealth (Subsidies) Account.

## **Directions**

46. The EHCP and his Associated Organization shall comply with all directions given by the Director of Health or the Government or any employee, officer or agent of the Government from time to time under the Agreement or in relation to the HCVS.
47. If the EHCP or his Associated Organization fails to comply with any terms or conditions of the Agreement or any direction referred to in Clause 46, without prejudice to the right of the Government to issue a notice under Clause 3, 5 or 9, the Government may by notice in writing to the EHCP or the Associated Organization require the EHCP or the Associated Organization to make good or rectify the non-compliance by the date specified and in accordance with the

requirements provided in the notice and the EHCP and his Associated Organization shall comply with such requirements.

## **Information and Keeping of Records**

48. The EHCP shall keep the Government immediately informed of any changes or proposed changes to his status as a person registered under the relevant legislation or with the relevant healthcare professional body accredited under the Accredited Registers Scheme by which he is entitled to enrol in the HCVS.
49. Without prejudice to Clause 48, the EHCP shall notify the Government forthwith of his becoming aware of:
  - (a) any action taken (or proposed to be taken) or any order made (proposed to be made) to remove his name from a register maintained pursuant to the relevant legislation or from a register of the relevant healthcare professional body accredited under the Accredited Registers Scheme if the presence of his name in the register entitles him to enrol in the HCVS;
  - (b) any action, disciplinary proceeding or inquiry being taken against him by any person; or
  - (c) any complaints filed or claims made (whether or not legal action is threatened) against him for any act, negligence, misconduct or malpractice.
50. The EHCP shall provide the Government with such information as requested by the Government in relation to any of the matters referred to in Clause 48 or 49.
51. The EHCP and his Associated Organization shall keep proper and full record of all Consent of Voucher Recipient provided to the EHCP in paper form and all Shared Use Consent provided to EHCP (including those related to eHealth (Subsidies) Accounts which are no longer Paired Up) at the EHCP's place until the expiry of 7 complete financial years from the calendar year in which the relevant reimbursements are made to the EHCP or his Associated Organization or until any dispute between the parties in relation to the HCVS is settled or adjudicated, whichever is the later.

52. The EHCP and his Associated Organization shall submit to HCVD complete, true and accurate information as required in the Authority for Payment to a Bank.
53. The EHCP and his Associated Organization warrant and undertake with continuing effect that all information and documents provided by each of them to the Government from time to time under or in relation to the HCVS (including any information recorded by each of them and their employees, agents or sub-contractors on the eHealth System (Subsidies)) are true, accurate and complete.
54. The Government, the Director of Health or any person authorized by the Director of Health may by prior notice to the EHCP or his Associated Organization attend any premises at reasonable hours to inspect any information or book or record kept or required to be kept by the EHCP or the Associated Organization under the Agreement, and/or to ascertain whether the terms and conditions of the Agreement are complied with.
55. The EHCP and his Associated Organization shall fully co-operate with and give all assistance required by the Government, the Director of Health or the authorized person for the administration and monitoring of the HCVS. The EHCP and his Associated Organization shall submit information or record required by the Director of Health or the authorized person for purposes related to the HCVS or under the Agreement and shall ensure that the Government, the Director of Health and the authorized person are given free and uninterrupted access to such information and record and to the premises at which such information and record are kept. The EHCP and the Associated Organization shall, if so requested by the Government, the Director of Health or the authorized person, provide them with copies of the information and record they specify.

### **Logo and Publication**

56. Upon successful enrolment in the HCVS, the Government will provide the EHCP with a logo. Subject to Clauses 7 and 9, the EHCP and his Associated Organization shall at all times display the logo at the premises specified by the Director of Health. Neither the EHCP nor his Associated Organization shall make any copies of the logo or display the logo at any places other than at that specified by the Director of Health.
57. The Government may use any personal data of the EHCP for the purposes set out in the Statement of Purpose in the Application Form or any document of the

Transaction Documents. The EHCP and his Associated Organization further agree that the Government may publish any or both of their names and the particulars of their practice at any time for the purpose of the HCVS, Primary Care Directory and/or other Government programmes to promote primary care.

## **Government Disclaimer**

58. The Government does not warrant or represent that:
- (a) its title to and property in the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence are free and unencumbered;
  - (b) the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence is free from defects in materials, design and workmanship;
  - (c) the use of the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence will meet the EHCP's or his Associated Organization's data processing requirements, the requirements of the HCVS or the requirements of any machine, equipment or hardware or software used or to be used by the EHCP or his Associated Organization in relation to the eHealth System (Subsidies); or
  - (d) the operation of the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence will be uninterrupted or error free.
59. The Government shall not be liable to the EHCP or his Associated Organization for any claims, actions, investigations, demands, proceedings brought or instituted against the EHCP or his Associated Organization, or responsible for any liabilities, compensation, damages, loss, costs, charges or expenses arising out of or in connection with the EHCP's enrolment in the HCVS, the use of the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence, or inability to receive from the Government payment of any Voucher that a Voucher Recipient consents to use to settle the EHCP Fees, which the EHCP or his Associated Organization may sustain or incur.

## **Confidentiality**

60. The EHCP and his Associated Organization undertake and agree to keep all information provided by the Government in relation to the HCVS confidential.

Neither the EHCP nor his Associated Organization shall disclose any such information to any person without the prior written consent of the Government.

## **Indemnity**

61. The EHCP and his Associated Organization shall jointly and severally indemnify and keep the Government fully and effectively indemnified from and against:

- (a) any and all claims, actions, investigations, demands, proceedings brought or instituted against the Government; and
- (b) any and all liabilities, compensation, damages, loss, costs, charges and expenses (including but not limited to legal and other costs, charges, and expenses arising out of or in connection with any claim, action or proceeding instituted by, or against, the Government) which the Government may sustain or incur,

which arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to:

- (i) any non-compliance by the EHCP, his Associated Organization, or any employees, agents or sub-contractors of the EHCP or his Associated Organization with any terms and conditions of the Agreement; or
- (ii) the negligence, recklessness, omission, default, act or misconduct on the part of the EHCP or his Associated Organization, or any employees, agents or sub-contractors of the EHCP or his Associated Organization in the use, operation or implementation of the eHealth System (Subsidies); or
- (iii) the data or information input by the EHCP or his Associated Organization or any employees, agents or sub-contractors of the EHCP or his Associated Organization in the eHealth System (Subsidies); or
- (iv) the enrolment of the EHCP in the HCVS.

62. Without prejudice to Clause 61, any act, default, neglect or omission of any subcontractor or the employee or agent of the EHCP or his sub-contractor shall be deemed to be the act, default, neglect or omission of the EHCP, and any act, default, neglect or omission of any employee, agent or any sub-contractor of an Associated Organization shall be deemed to be the act, default, neglect or omission of the Associated Organization.

## **Miscellaneous**

63. The EHCP and his Associated Organization shall do all such things and execute such deeds, instruments, transfer or other documents as may be necessary or desirable in order to give full effect to the terms and conditions of the Agreement.
64. The Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the EHCP and his Associated Organization shall irrevocably and unconditionally submit to the exclusive jurisdiction of any of the courts of Hong Kong. The parties to this Agreement hereby agree that:
- (a) nothing in this Agreement confers or purports to confer on any person not being a party to this Agreement any benefit or any right to enforce any term of this Agreement under or pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap. 623); and
  - (b) the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
65. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
66. Neither the EHCP nor his Associated Organization shall represent himself as an employee, servant, agent or partner of the Government or that it has any authority to make any commitments on the Government's behalf.
67. Neither the EHCP nor his Associated Organization shall, without the prior written consent of the Government, assign or otherwise dispose of or transfer or sub-contract any of his interests, rights, benefits and obligations under the Agreement in whole or in part.

68. The Government may at any time vary or supplement any terms or conditions of the Agreement by giving prior written notice to the EHCP and his Associated Organization.
69. Any term or condition of the Agreement that is determined to be invalid or unenforceable shall be void to the extent required by the applicable law and enforced as so limited and such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms and conditions of the Agreement which shall remain in full force and effect.

### **Anti-bribery**

70. The EHCP and his Associated Organization, as well as any employees, agents or sub-contractors of the EHCP or his Associated Organization shall observe the Prevention of Bribery Ordinance (Cap. 201). All of them are prohibited from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance in relation to the HCVS.

## **Proper Practices** **under the Health Care Voucher Scheme**

To all Enrolled Health Care Providers:

Paragraphs 1 to 4 below contain a set of directions given by the Government of the Hong Kong Special Administrative Region pursuant to Clause 46 of the “Definitions, and Terms and Conditions of Agreement” (“the Agreement”) of Health Care Voucher Scheme (“HCVS”). All enrolled health care providers (“EHCPs”) are required to duly observe and comply with the directions set out herein, which are conducive to the effective administration of the HCVS. Non-compliance with the directions may result in termination of the Agreement. Where applicable, expressions used herein shall have the meaning assigned to them under the Agreement.

### **1. Use of health care vouchers**

- Only healthcare professionals already enrolled under the HCVS can accept the use of Vouchers by voucher recipients (“VRs”). EHCPs shall NOT allow leave relief service providers to use their EHCP Account to claim Vouchers for the healthcare services provided by them to the VRs.
- EHCPs should make available the use of Vouchers by VRs with eHealth (Subsidies) Account created to settle EHCP Fees.
- Neither an EHCP nor an Associated Organization may charge any person any fees for creating an eHealth (Subsidies) Account, or pairing or unpairing of two eHealth (Subsidies) Accounts, or using Vouchers in an account.
- Vouchers can only be used to settle the EHCP Fees for the provision of healthcare services including preventive, curative and rehabilitative services.
- Vouchers are NOT applicable to inpatient services, pre-paid healthcare services and day surgery procedures, such as cataract surgery or endoscopy services.
- Vouchers shall NOT be used by VRs to employ staff or only to purchase products not otherwise provided/ prescribed by EHCPs, such as medication, spectacles, dried seafood, personal care products, food products or medical equipment. However, Vouchers can be used for the treatments or services prescribed and provided by EHCPs in their professional capacities to meet the healthcare needs of VRs after consultation, as well as the medications, healthcare products and medical equipment, etc. provided to VRs during the course of treatment. In this regard, EHCPs should assume professional responsibility towards VRs.
- Unless otherwise specified, Vouchers CANNOT be used for public healthcare services or services subsidized by the Government, such as the subsidized services under the various Public-Private-Partnership Programmes of the Hospital Authority and the Colorectal Cancer Screening Programme of the Department of Health, etc.
- Vouchers are NOT allowed for settling the service charges of healthcare services provided by the EHCP to himself/ herself (i.e. the EHCP cannot be the VR at the same time for any voucher claims). It is however allowed where a VR uses the Vouchers in the Paired Up eHealth (Subsidies) Account of his Spouse who is also the EHCP providing healthcare services to the VR.
- The total amount of Vouchers used by a VR (including any Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse) for the service provision shall NOT exceed the amount of

EHCP Fees and the VR's unused Quota (if applicable). When Vouchers are used to settle the EHCP Fees, for the avoidance of doubt, the EHCP Fees shall NOT be charged at a higher rate (whether directly or indirectly) than the fees of equivalent health care services provided by the EHCP to a person who does not use any Voucher/ who is not a VR.

- Neither an EHCP nor an Associated Organization shall enter into any agreement or arrangement with a VR (whether directly or indirectly) which has the effect of sharing the value of any Voucher with the VR or (in the case where the Voucher Recipient uses the Voucher in the Paired Up eHealth (Subsidies) Account of his Spouse) the Spouse of the VR. Any advantage, whether in cash/ kind/ coupons/ bonus points/ other equivalent which carries a cash value, offered by the EHCP or the Associated Organization to a VR or a Spouse of the VR in such agreement or arrangement shall be considered as having the effect of sharing the value of any Voucher. In this regard, no advertisement or publicity or offer to such effect under the HCVS shall be allowed.
- VRs shall produce their Hong Kong Identity Cards ("HKICs") or Certificates of Exemption ("CoEs") issued by the Immigration Department to the EHCPs and receive in person the healthcare services provided by the EHCPs before they can use their vouchers to settle the relevant service fees. For medical laboratory technologists ("MLTs") enrolled under the HCVS, it means that the relevant laboratory tests shall be performed by the enrolled MLT for the VR himself/ herself. Vouchers CANNOT be used to pay for those healthcare services received or medication obtained through VR's family member or his/ her proxy. EHCPs shall verify the VRs' identity by checking against the particulars in their HKICs or CoEs and ensure that they are the one holding the identity documents. In the case where the VR has notified the EHCP that he would use Vouchers in the Paired Up eHealth (Subsidies) Account of his Spouse to settle the relevant service fees, a copy of the HKIC or CoE of the Spouse shall also be produced.
- No MLT enrolled under the HCVS shall accept the use of the Vouchers to perform any laboratory tests for a VR in the absence of a referral from (i) registered medical practitioner, (ii) registered dentist, or (iii) a person registered in respect of a medical clinic exempted under Section 8(1) of the Medical Clinics Ordinance, Cap. 343. If Vouchers are to be accepted for settling payment of laboratory services offered by enrolled MLTs, the laboratory investigations must be conducted based on proper referral from qualified health care professionals mentioned in (i), (ii) and (iii) above.
- Voucher claims shall not be made by optometrists under the HCVS for services unrelated to eye or vision care.

## **2. Consent of Voucher Recipient**

When a VR agrees to use Voucher(s) to settle the EHCP Fees for the provision of health care service(s) by the EHCP, the EHCP shall obtain from the VR a Consent of Voucher Recipient. The following points pertaining to the Consent of Voucher Recipient should be noted.

- Each Voucher claim transaction shall be supported by a valid Consent of Voucher Recipient.
- If the VR is illiterate, the witness shall, if consent of Voucher Recipient is provided in paper form, confirm that he has read the Consent of Voucher Recipient to the VR and provide the witness information (including name and HKIC number of the witness). If the VR is mentally incapacitated, the guardian shall complete the Consent of Voucher Recipient in paper form in the capacity as the VR's guardian and the guardian information (including name and HKIC number of the guardian) shall be provided.

- The Voucher amount claimed for each claim transaction in the Consent of Voucher Recipient shall be properly checked and completed.
- To facilitate verification of claim transactions, the VR shall be requested to provide a Hong Kong contact telephone number (which can belong to the VR or his/her family member/carer) which can receive SMS.
- The “Notice on Use of Health Care Voucher” showing Voucher balance shall be given to the VR for retention.
- An EHCP shall keep at the EHCP’s place proper and full record of all Consent of Voucher Recipient given in paper form and the Shared Use Consent until the expiry of 7 complete financial years from the calendar year in which the relevant reimbursements are made or until any dispute between the parties in relation to the HCVS is settled or adjudicated, whichever is the later. To protect personal data, the aforesaid documents shall be kept in locked cabinets.
- When disposing documents or records holding personal data, EHCPs shall comply with relevant sections of Personal Data (Privacy) Ordinance (Cap. 486) and the guidance notes issued by Office of the Privacy Commissioner for Personal Data including the "Guidance on Personal Data Erasure and Anonymisation".

### **3. Submission and confirmation of voucher claims**

- EHCPs shall input claims in the eHS(S) on the date of provision of the related healthcare services for VRs and their Spouses whose Vouchers are used, if any holding HKIC with a symbol “C” or “U” on it. In any other cases, EHCPs shall input claims in eHS(S) within 7 calendar days counting from the date of provision of the related health care services to the VRs. Late submission of claims may not be reimbursed.
- Before confirming the claims under the EHCP Account in the eHS(S) for reimbursement, the EHCP should check carefully the details of these claims to ensure that all the information submitted to the Government through the eHS(S) is true and correct.
- Improperly made claims will not be reimbursed. Some examples of improper Voucher claims are provided in the Annex. However, these are by no means exhaustive and EHCPs are advised to duly comply with all relevant clauses in the Agreement.

### **4. Use of HCVS logo**

- Neither the EHCP nor his Associated Organization shall make any copies of the logo or display the logo at any places other than at that specified by the Director of Health.

### **5. Recommendation**

- To avoid potential complaints or disputes, EHCPs are recommended to increase the price transparency of his/ her services as much as possible, for example, by displaying notices at their clinic(s) informing patients of their right to ask for quotation of the fees involved before receiving treatment; informing clearly the charges to patients on request before provision of services; and allowing patients to make informed choices of different management plans which may have different service charges.

- EHCPs should to make use of the Smart ID card reader for verifying VR's identity, obtaining the Consent of Voucher Recipient and any other consent, declaration and understanding in connection with the use of Voucher, and for making Voucher claims for VRs. Otherwise, EHCPs are required to account for, in eHS(S), why Smart ID card reader is not used.
- To facilitate prompt reimbursement of claimed Voucher amount, EHCPs are recommended to review duly the claims pending completion/confirmation under the "Task List" in the eHS(S), and complete and confirm these claims on or before the last day of a month. EHCPs can view the details of claims reimbursed in the "Monthly Statement" in the eHS(S).

Department of Health  
July 2023

**\*This version supersedes and replaces any and all previous versions of Proper Practices under the Health Care Voucher Scheme.**

## **Health Care Voucher Scheme Case Scenarios**

The following are cases of improper claims. Please note that in accordance with Clause 42 of the "Definitions, and Terms and Conditions of Agreement" ("the Agreement") of Health Care Voucher Scheme ("HCVS"), the Government of the Hong Kong Special Administrative Region shall not have any obligation to pay an enrolled health care provider ("EHCP") or his/her medical organization the amount of any health care voucher that a voucher recipient has consented to use if the EHCP or his/her medical organization is in breach of any provisions in the Agreement.

Detailed information of the Agreement can be accessible at [www.hcv.gov.hk](http://www.hcv.gov.hk).

### **Example 1**

Mr. X and Ms. Y both worked for the same medical organization. Mr. X had been enrolled in the HCVS but Ms. Y had not. In a routine inspection of voucher claims processed by EHCPs working under that medical organization, the Health Care Voucher Division found that the healthcare services for some claims processed under Mr. X's "EHCP account" in the eHealth System (Subsidies) were not provided by Mr. X himself but by Ms. Y. Mr. X and his medical organization both did not realize that this practice was inappropriate.

#### **Points to note**

- Only EHCP can process voucher claims under his/ her "EHCP account", and the concerned healthcare service must be directly delivered by him/her to the voucher recipient <sup>Note (1)</sup>.
- Medical organizations should encourage their non-enrolled healthcare professionals to enroll in the HCVS and provide the necessary support to their enrolment. Upon successful enrolment, these healthcare professionals will then be allocated their own "EHCP account" in the eHealth System (Subsidies) to process voucher claims for the elderly.
- The name(s) of EHCP(s) should be displayed in the clinic for the reference of voucher recipients.

### **Example 2**

An EHCP claimed vouchers for elderly persons. Investigation however revealed that the vouchers in some claims were used for buying medication / herbs / dried seafood without obtaining any healthcare services from the EHCP.

Such act of claiming health care vouchers solely for buying medication or other items without provision of healthcare services is in breach of the Agreement.

#### **Points to note**

- Health care vouchers can only be used to settle the EHCP fees for the provision of healthcare services (including preventive, curative and rehabilitative services) <sup>Note (2)</sup>.
- Health care vouchers shall not be used for solely buying drugs, Chinese medicines, spectacles, personal care products, food products or other items.

### **Example 3**

An EHCP processed voucher claims with the total amount of vouchers used by the elderly person exceeding the EHCP fees for that episode of healthcare service (e.g. the charge for the consultation provided is HK\$130 but the EHCP deducted the voucher amount of HK\$350 for that claim). The EHCP explained that the excessively deducted voucher amount would be used for settling EHCP fees of subsequent consultations to the same elderly person as the elderly person visited him regularly.

Such act of using vouchers for settling the consultation fees in advance is in breach of the Agreement.

#### **Points to note**

- The amount of vouchers used by the voucher recipient shall not exceed the consultation fee (e.g. if

- the consultation fee is HK\$130, the amount of vouchers that can be deducted shall be HK\$130 or less with the remaining fee balance paid by the elderly person) <sup>Note (3)</sup>.
- Claims for use of vouchers shall only be based on individual episode of healthcare service provided.

#### **Example 4**

An EHCP claimed vouchers for elderly persons A and B. Investigation on the related transactions however revealed that elderly person A had not physically attended the practice of the EHCP to receive healthcare services. Instead, elderly person A told the EHCP his symptoms over the phone and asked his family member to obtain the medicine and use vouchers for him. For elderly person B, she had attended the clinic of the EHCP once for consultation and used voucher. After that, her relative attended the clinic of the EHCP and used her vouchers for obtaining medication. Investigation found that the vouchers were claimed without the notice of elderly person B.

Such act of claiming health care vouchers for a voucher recipient without the EHCP verifying his/her identity in physical presence with the voucher recipient is in breach of the Agreement.

#### **Points to note**

- In assisting an elderly person to use vouchers, the EHCP shall request the elderly person to produce his/her Hong Kong Identity Card or Certificate of Exemption for verification of his/her personal particulars <sup>Note (4)</sup>.
- Elderly persons using the vouchers shall receive the healthcare services in person provided by the EHCPs before they can use their vouchers to settle the relevant service fees. For medical laboratory technologists (MLTs) enrolled under the HCVS, it means that the relevant laboratory tests shall be performed by the enrolled MLT for the VR himself/ herself. Vouchers cannot be used to pay for those healthcare services received or medication obtained through voucher recipient's family member or his/her proxy. This is different from the scenario where an elderly couple has agreed to use their vouchers in each other's eHealth (Subsidies) Account that has been paired up when the vouchers in his/her own eHealth (Subsidies) Account has been exhausted.

#### **Example 5**

An EHCP had records of claiming vouchers on the days when he was on leave. Investigation revealed that the EHCP had allowed a leave relief service provider not yet enrolled in the HCVS to use his "EHCP account" in the eHealth System (Subsidies) on the days when he was on leave to claim vouchers for the healthcare services provided by the leave relief service provider to elderly persons.

Such act of allowing leave relief service providers, irrespective of whether they have been enrolled in the HCVS, to use one's "EHCP account" to make voucher claims for healthcare services not provided by him/her is in breach of the Agreement.

#### **Points to note**

- An EHCP should process voucher claims under his/her "EHCP account", and the concerned healthcare service must be directly delivered by him/her to the voucher recipient <sup>Note (1)</sup>.
- EHCPs should encourage the non-enrolled leave relief service providers to enroll in the HCVS. Upon successful enrolment, these leave relief service providers will be allocated their own "EHCP account" in the eHealth System (Subsidies) to process voucher claims.
- Details of the leave relief service providers, including the name and whether health care vouchers can be used, should be displayed in the clinic for the reference of voucher recipients.

#### **Example 6**

An EHCP made a voucher claim after he has provided healthcare service to an elderly person. While the charge for the consultation is \$250, the EHCP inadvertently deducted a voucher amount of \$520 for

that claim. The EHCP later found that the claim amount was incorrect and agreed with the elderly person that \$270 overcharged voucher amount be refunded in cash to the elderly person.

Such act of redemption of vouchers for cash is in breach of the Agreement.

### **Points to note**

- Vouchers cannot be redeemed for cash <sup>Note (5)</sup>.
- The EHCP should cancel the wrong voucher claim in the eHS(S) within 24 hours of confirming the claim.
- If the voucher claim was confirmed for more than 24 hours, the EHCP should submit a request to the Health Care Voucher Division as soon as possible for cancellation of the wrong claim together with the justification(s) and relevant supporting documents.

### Note

(1) According to Clauses 23, 29, 30 and 31 of the Agreement, the healthcare service to a voucher recipient shall be provided by an EHCP. The EHCP shall log on his/her own EHCP account in the eHealth System (Subsidies) when assisting the voucher recipient to use vouchers to settle the EHCP fees for the healthcare services he/she provided.

(2) According to Clauses 28, 29 and 30 of the Agreement, vouchers are to settle “EHCP fees” which is defined as the fees charged by an EHCP or his/her medical organization for the healthcare service provided by the EHCP to a voucher recipient.

(3) According to Clause 32 of the Agreement, vouchers are used to settle the EHCP fees after provision of healthcare service by the EHCP to the voucher recipient and the EHCP shall ensure that the total amount of vouchers used by a voucher recipient to settle the EHCP fees shall not exceed the amount of the EHCP fees.

(4) According to Clause 31 of the Agreement, in assisting the voucher recipient to use vouchers, the EHCP shall request the voucher recipient to produce his/her Hong Kong Identity Card or Certificate of Exemption for verification of personal particulars.

(5) According to Clause 43 of the Agreement, the EHCP and his Associated Organization shall not pay any voucher recipient whether directly or indirectly all or part of the amount paid or payable by the Government to the EHCP or the Associated Organization pursuant to the Agreement.