

VACCINATION SUBSIDY SCHEME

**SEASONAL INFLUENZA VACCINATION (SIV) SCHOOL OUTREACH
(FREE OF CHARGE)**

**DEFINITIONS, TERMS AND CONDITIONS OF AGREEMENT, AND SCHEDULE
(SIV SCHOOL OUTREACH PROGRAMME) (SUPPLEMENTARY AGREEMENT)**

Preamble

- (a) This document in Appendix J(i) titled “Vaccination Subsidy Scheme Definitions, Terms and Conditions of Agreement, and Schedule (SIV School Outreach Programme) (Supplementary Agreement)” should be read in conjunction with the document in Appendix J, titled “Vaccination Subsidy Scheme Definitions, Terms and Conditions of Agreement, and Schedule”. Terms defined in Appendix J shall be applicable to this Appendix J(i).
- (b) Each EHCP and his Associated Organization (if any) shall be bound by all provisions in the VSS Agreement and the Supplementary Agreement in relation to the SIV School Outreach Programme if that EHCP or his Associated Organization shall provide seasonal influenza vaccination to Eligible Children at their secondary schools, primary schools, special schools, kindergartens or child care centres under the SIV School Outreach Programme.

Operative Part

- 1. In consideration of the Government agreeing to pay the Subsidy in respect of Vaccinations under the SIV School Outreach Programme within the Vaccination Period, the EHCP and his Associated Organization (if any) jointly and severally undertake and agree to observe all provisions in relation to the SIV School Outreach Programme set out in the Agreement, the Supplementary Agreement and the Doctors’ Guide For 2023/24 Seasonal Influenza Vaccination School Outreach (Free of Charge) Programme (SIVSOP) For Primary and Secondary School and Kindergarten/Child Care Centre (hereinafter referred to as “PPP Doctors’ Guide”).
- 2. The Supplementary Agreement shall be deemed to have been constituted between an EHCP and his Associated Organization (if any) and the Government in relation to the SIV School Outreach Programme when the EHCP and his Associated Organization (if any) shall have completed a reply slip provided by DH and returned the same to the Programme Management and Vaccination Division (PMVD) to indicate that the EHCP’s and his Associated Organization (if any)’s intention to provide Vaccination services under the SIV School Outreach Programme for Eligible Children in secondary schools, primary schools, special schools, kindergartens or child care centres and that such application is accepted by the Government (acting through the PMVD). All EHCP and their Associated Organizations which have enrolled in the previous SIV School Outreach Programme in 2022/2023 are required to enrol again by completing the aforesaid reply slip in the aforesaid manner.
- 3. In case the EHCP plans to change to another Associated Organization or withdraw from the SIV School Outreach Programme, the EHCP must inform the PMVD by giving a prior written notice of not less than 30 days. The Government has the discretion to allow or reject the EHCP’s

continued participation in the SIV School Outreach Programme under another Associated Organization.

4. Unlike in the case of the VSS School Outreach (Extra Charge Allowed) Programme, the EHCP and his Associated Organization (if any) shall not require the Eligible Children or their parents/guardians to pay any Service Fee for the Vaccination provided to the Eligible Children at their secondary schools, primary schools, special schools, kindergartens or child care centres under the SIV School Outreach Programme.
5. The PPP Doctors' Guide is published at the website of the Centre for Health Protection (www.chp.gov.hk) and may be updated from time to time. EHCP and his Associated Organization (if any) are required to follow the PPP Doctors' Guide for the SIV School Outreach Programme.
6. The Government shall not be liable to an EHCP or his Associated Organization for any claims, actions, investigations, demands, proceedings, brought or instituted against the EHCP or his Associated Organization, or any liabilities, compensation, damage, loss, costs, charges and expenses which the EHCP or his Associated Organization may sustain or incur due to the suspension of classes announced by the Government for whatever reason and/or withdrawal of participating schools resulting in the postponement or cancellation of the planned vaccination under the SIV School Outreach Programme.

Obligations of EHCP

Before Vaccination

7. Each EHCP or his Associated Organization shall register a practice under eHealth System (Subsidies) which the EHCP will use exclusively for submitting Subsidy claims under the SIV School Outreach Programme. All Subsidy claims must be submitted under this practice within 7 days from the day of Vaccination.
8. Each EHCP or his Associated Organization shall liaise with the secondary school(s), primary school(s), special school(s), kindergarten(s) or child care centre(s), assigned to him by the Government through either School Self-selection of Doctors or DH-matching based on the logistics arrangement including but not limited to date and time of Vaccination.
9. Each EHCP or his Associated Organization may choose not to provide the Vaccination to the secondary school(s), primary school(s), special school(s), kindergarten(s) or child care centre(s) assigned to him. However, under such circumstances, the Government shall have no obligation to assign another school to the EHCP or his Associated Organization for Vaccination. The refusal record will be taken into account by the Government for considering the future application of the EHCP or his Associated Organization for the SIV School Outreach Programme.
10. Each EHCP or his Associated Organization shall answer any enquiries from school or parents of the vaccine recipients related to the Vaccination.
11. Each EHCP or his Associated Organization shall inform the PMVD by submitting a prescribed Booking Form ("Booking Form") of the tentative Vaccination dates for 1st and 2nd doses of Vaccination which he has arranged with the secondary school(s), primary school(s), special school(s), kindergarten(s) or child care centre(s) under the SIV School Outreach Programme. If

there are changes to the date(s) of Vaccination, the EHCP or his Associated Organization shall notify PMVD and submit a revised Booking Form at least 14 days before the original date(s) of Vaccination. Past records of changing the Vaccination schedule at short notice without valid reason(s) will be taken into account by the Government for considering the future application of the EHCP or his Associated Organization for the SIV School Outreach Programme. Notwithstanding, the Government may at any time advise another date and time of Vaccination to be provided to a secondary school, primary school, a special school, kindergarten or a child care centre under the SIV School Outreach Programme by giving prior notice to the EHCP and his Associated Organization.

12. Each EHCP or his Associated Organization should have a suitable purpose-built vaccine refrigerator (PBVR) with the requirement set out in the VSS Doctors' Guide, for the purpose of keeping the seasonal influenza vaccines under the cold chain management at the optimal temperature throughout the programme. In addition, the PBVR temperature should be monitored by a digital maximum-minimum thermometer or a temperature data logger(s).

Vaccine Delivery Arrangement for Secondary School Outreach, Primary School Outreach and KG/CCC Outreach

13. A confirmation on the Booking Form or the revised Booking Form submitted in accordance with Clause 11 above will be faxed back to the EHCP or his Associated Organization to confirm the dates of Vaccination accepted by the Government. The Government shall have no obligation to arrange the delivery of vaccine if the dates of the Vaccination are not confirmed by PMVD. This confirmation requirement applies equally to any notice of change of date(s) of Vaccination which may be given under Clause 11 above.
14. The vaccines for seasonal influenza vaccination (Northern Hemisphere) will be provided by the Government for Vaccinations to be given in Secondary School Outreach, Primary School Outreach and KG/CCC Outreach. For KG/CCC Outreach, each EHCP and his Association Organization shall agree on the type of seasonal influenza vaccines with the kindergarten or child care centre, and inform the PMVD soonest. The Government reserves the right of final decision for the type of seasonal influenza vaccines to be allocated to each EHCP and his Association Organization. Each EHCP and his Association Organization undertake to use the vaccines for seasonal influenza vaccination provided by the Government only when performing Vaccinations under the SIV School Outreach Programme.
15. Each EHCP or his Associated Organization shall comply with the vaccines delivery arrangement as stipulated by PMVD. Each EHCP or his Associated Organization shall arrive at the time as specified by the Government at the secondary school, primary school & KG/CCC and on the date as specified in the Booking Form or the revised Booking Form submitted in accordance with Clause 11 above and confirmed by the Government as mentioned in Clause 13 above. The delivery of the vaccines for the only dose activities for secondary schools or the first dose primary schools and KG/CCCs will be arranged by DH to the relevant secondary schools, primary schools or KG/CCCs. For the second dose (applicable to primary schools and KG/CCCs only), the EHCP and his Associated Organization may choose delivery by DH or self-delivery to schools, which shall be confirmed in the Booking Form submitted in accordance with Clause 11 above.
16. Each EHCP and his Associated Organization undertake not to use the Vaccines provided by the Government for any purposes other than provision of Vaccination service to Eligible Children at the secondary schools, primary schools and KG/CCCs assigned to the EHCP or his Associated Organization by the Government under the SIV School Outreach Programme.

17. Each EHCP or his Associated Organization shall be responsible for the safe custody of and the due return of equipment to maintain cold chain and unused Vaccines to the Government or any person(s) authorized by DH after the Vaccination. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the EHCP or his Associated Organization, the EHCP or his Associated Organization shall inform the Government by written notice and pay to the Government the applicable administrative fees, which should normally include the cost of Vaccines and an administrative charge not exceeding 20% of the cost of Vaccines.

After Vaccination

18. Each EHCP or his Associated Organization shall be responsible for the safe custody of and the due handover of clinical waste to any person(s) authorized by a Licensed Clinical Waste Collector after the Vaccination. Each EHCP or his Associated Organization shall follow the Doctors' Guide, the PPP Doctors' Guide, guidelines from the Environmental Protection Department (EPD) http://www.epd.gov.hk/epd/english/environmentinhk/waste/guide_ref/waste_guidelines.html and/or other instructions by the Government in handling clinical waste disposal.
19. Each EHCP or his Associated Organization shall submit the names and details of students or children receiving Vaccination within 7 days from the day of Vaccination for claiming of Subsidy. Any Subsidy claims not made within the timeline set out in Clause 7 above will be considered as a late claim and the Government shall have the absolute discretion to refuse payment of injection fees to the EHCP or his Associated Organization for such late claim. In exercising its discretion, the Government may take into account factors which include, but not limited to, whether the EHCP or his Associated Organization has had past records of submitting late injection fee claims and whether there is any valid reason for lodging a late claim.
20. The Government reserves the right to upload the SIV vaccination record to the Electronic Health Record Sharing System (eHRSS) after the vaccination if the parent or guardian of the vaccination recipient agrees to share the vaccination recipient's vaccination record to the eHRSS through signing the consent using the prescribed form.
21. Without prejudice to other provisions of the Agreement, under no circumstances whatsoever will the Government pay out any injection fees to the EHCP or his Associated Organization for a Vaccination if the claim for injection fee for such Vaccination is not submitted to the Government within 90 calendar days counting from the date of such Vaccination. The Government reserves the right not to pay out any injection fees to the EHCP or his Associated Organization for a claim with incomplete vaccination recipient's information or the claim is not validated through the eHealth System (Subsidies).

Inspection of the Vaccination Activities

22. DH may perform random onsite inspection of the vaccination activities under the SIV School Outreach Programme to ensure that the quality of the vaccination service provided by an EHCP or his Associated Organization meet the requirements and standards set out in the Agreement, the Supplementary Agreement and the PPP Doctors' Guide.

Post-payment Checking

23. Post-payment checking exercise would be conducted by DH for representative proportion of randomly selected cases of payment made to EHCP(s) to ensure the proper disbursement of government subsidies under the SIV School Outreach Programme.

SCHEDULE

“DH-matching” means

The assignment of secondary school(s), primary school(s), special school(s), kindergarten(s) or child care centre(s) to an EHCP and his Associated Organization (if any) by the Government under the SIV School Outreach Programme through matching procedures conducted by PMVD of DH.

“Eligible Child” means

In the case of the Secondary School Outreach: a child attending a secondary school at the time of the Vaccination; in the case of the Primary School Outreach, a student studying or attending a primary school or the primary or the KG/CCC section of a special school at the time of Vaccination; in the case of the Kindergarten/ Child Care Centre Outreach, a child attending a kindergarten (including kindergarten-cum-child care centre) or a child care centre at the time of the Vaccination. ***“Eligible Children”*** means the plural of “Eligible Child”.

“Kindergarten/ Child Care Centre” or “KG/CCC” means

A kindergarten (including kindergarten-cum-child care centre) registered under the Education Ordinance (Chapter 279 of the Laws of Hong Kong) which provides kindergarten education, or a child care centre registered under the Child Care Services Ordinance (Chapter 243 of the Laws of Hong Kong) which provides pre-primary services.

“Kindergarten/ Child Care Centre Outreach” or “KG/CCC Outreach” means

Outreach vaccination activities organized in kindergartens (KG) or child care centres (CCC) under the SIV School Outreach Programme.

“Primary School” means

A school registered under the Education Ordinance (Chapter 279 of the Laws of Hong Kong) which provides primary education.

“Primary School Outreach” means

Outreach vaccination activities organized in primary schools under the SIV School Outreach Programme.

“School Self-selection of Doctors” means

The assignment of secondary school(s), primary school(s), special school(s), kindergarten(s) or child care centre(s) to an EHCP and his Associated Organization (if any) by the Government under the SIV School Outreach Programme through mutual agreement between the school and the EHCP or his Associated Organization which has been verified and confirmed by PMVD of DH.

“Seasonal Influenza Vaccination” means

A Vaccination (or one Vaccination) is one dose of seasonal influenza vaccine to be administered to an Eligible Child within one Vaccination Period. For Eligible Children aged below 9 years, they are entitled to Subsidy for two doses of seasonal influenza vaccination within the same Vaccination Period if they have never received the Vaccination after birth.

“Secondary School” means

A school registered under the Education Ordinance (Chapter 279 of the Laws of Hong Kong) which provides secondary education.

“Secondary School Outreach” means

Outreach vaccination activities organized in secondary schools under the SIV School Outreach Programme.

“Subsidy” means

The Subsidy per dose of seasonal influenza vaccine given to Eligible Children at their secondary schools, primary schools, special schools, kindergartens or child care centres, under the SIV School Outreach Programme is HKD \$105 for both the Secondary School Outreach, Primary School Outreach and KG/CCC Outreach.

“Vaccination Period” means

A period announced by PMVD of DH for giving seasonal influenza vaccination to Eligible Children at their secondary schools, primary schools, special schools, kindergartens or child care centres under the SIV School Outreach Programme.