

**VACCINATION SUBSIDY SCHEME**

**DEFINITIONS, TERMS AND CONDITIONS OF AGREEMENT, AND SCHEDULE**

**DEFINITIONS**

**1. Transaction Documents**

The transaction documents of the Vaccination Subsidy Scheme (VSS) comprise the following:

- (a) an Application Form (Appendix A);
- (b) Authority for Payment to a Bank (Appendix B);
- (c) this Definitions, Terms and Conditions of Agreement, and Schedule (Appendix J) as from time to time amended pursuant to Clause 60;

(collectively, the “Transaction Documents”).

**2. Definitions**

The following expressions when used in the Covering Notes for Application to Enrol in the Vaccination Subsidy Scheme and each of the Transaction Documents have the meanings assigned to them below, unless otherwise defined therein or the context otherwise requires:

“**Agreement**” means the agreement in relation to VSS between the Government on one hand, and an EHCP and his Associated Organization (if any) on the other, as constituted by the EHCP submitting an Application Form for joining VSS and the Government accepting the Application Form. The Agreement shall contain all terms and conditions set out in the Transaction Documents and in the Doctor’s Guide.

“**Associated Organization**” means a Medical Organization specified in an EHCP’s Application Form to enrol in the VSS and in the Notification issued by the Government in respect of that EHCP.

“**Consent to Use Vaccination Subsidy**” means a form prescribed by the Director of Health to be duly completed and signed by the Eligible Person, or guardian of the Eligible Person who is a ward under which the Eligible Person consents to the use of Subsidy.

“**Designated Persons with Intellectual Disability (PID) Institution**” means any one of the institutions set out in the website of Centre for Health Protection  
([http://www.chp.gov.hk/files/pdf/list\\_of\\_desginated\\_pid\\_institutions.pdf](http://www.chp.gov.hk/files/pdf/list_of_desginated_pid_institutions.pdf))

“**Doctors’ Guide**” means the Doctors’ Guide for Vaccination Subsidy Scheme published on the website of the Centre for Health Protection ([www.chp.gov.hk](http://www.chp.gov.hk)) which is a guide for doctors that contains instructions for enrolment and requirements when providing vaccination activities under VSS, and may be updated from time to time.

**“Documentary Proof of Eligibility”** means in relation to each type of Eligible Persons, the document as specified in the description of eligibility of such Eligible Person in the Schedule and in the case of Hong Kong resident, any one type of the documents specified in the definition of Hong Kong resident in the Schedule.

**“eHealth Account (Subsidies)”** means an account established for an Eligible Person in the eHealth System (Subsidies).

**“eHealth System (Subsidies)”** means the computer information system designated and provided by the Government from time to time to create eHealth Account (Subsidies), and to support payment of Subsidy and other purposes relating to VSS.

**“Enrolled Health Care Provider”** or **“EHCP”** means a Registered Medical Practitioner whose application to enrol in the VSS is accepted by the Government.

**“Eligible Person”** means in relation to a type of Vaccine covered by the VSS, any person falling within the description of any one type of eligible persons specified in the Schedule for such Vaccine.

**“Medical Organization”** means

- (a) an organization (whether incorporated or not) which employs or engages a Registered Medical Practitioner to provide Vaccination to any person;
- (b) an organization (whether incorporated or not):
  - (i) under whose name a Health Care Provider provides Vaccination to any person; and
  - (ii) of which the Registered Medical Practitioner is the sole proprietor, partner, shareholder, director or other officer (other than in a capacity referred to in (a) above).

**“Nominated Account”** means a bank account which is maintained under the name of an EHCP or his Associated Organization and is specified by the EHCP and his Associated Organization in the Authority for Payment to a Bank in the form attached at Appendix B and signed by the EHCP and his Associated Organization.

**“Outreaching Vaccination Activities”** means vaccination services provided to eligible persons under VSS in non-clinic settings (e.g. kindergarten, child care centre, school, elderly centre, integrated vocational training centre) that shall comply with all the relevant requirements as stipulated in the “Doctors’ Guide”.

**“Registered Medical Practitioner”** has the meaning given to the term in Preamble (A).

**“Service Fee”** means the net fee charged by an EHCP or his Associated Organization for one Vaccination to an Eligible Person after deducting the Subsidy in the amount as published by the EHCP according to Clause 48.

**“Subsidy”** means the amount per one Vaccination paid or to be paid by the Government as specified in the Schedule for the specified type of Vaccination in accordance with the terms of the Agreement.

**“Target Group”** means in respect of a type of Vaccine a type of Eligible Persons as specified in the Schedule.

**“Vaccine”** means any one type of the Vaccines as specified in the Schedule.

**“Vaccination”** (upper or lower case) means in relation to a Vaccine, the administration of such Vaccine.

**“Vaccination Period”** means the period as specified in the Schedule for the specified type of Vaccine.

**“the Vaccination Subsidy Scheme” or “VSS”** means the integrated scheme covering different types of Vaccines and different Target Groups for each such Vaccine for the provision of Subsidy to Eligible Persons falling within these Target Groups for receiving the Vaccination covered by such Scheme.

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

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

- (a) any word or expression to which a specific meaning has been attached in any Transaction Document shall bear such meaning whenever it may appear in all 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 shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;
- (d) reference to a statute includes all subsidiary legislation made under the statute;
- (e) words importing a person include an individual, a firm, partnership, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organisations having legal capacity;
- (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 (upper and lower case), sub-clause, paragraph, sub-paragraph, appendix or attachment by number or by letter in a Transaction Document 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 Transaction Document;
- (h) headings are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of any Transaction Document;
- (i) references to time and dates shall be construed as Hong Kong time and dates;
- (j) 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;
- (k) the words “include” and “including” shall be construed without limitation to the words following; and
- (l) all provisions set out in the Agreement apply to the VSS to which an ECHP is enrolled.

## **TERMS and CONDITIONS of AGREEMENT with EHCP and ASSOCIATED ORGANIZATION**

### **Preamble**

- (A) The Government as represented by the Director of Health may invite a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practising certificate issued under that Ordinance (“Registered Medical Practitioner”) to enrol in the VSS.
- (B) If a Registered Medical Practitioner’s application to enrol in the VSS is accepted by the Government, the Registered Medical Practitioner and the Medical Organization specified in the Registered Medical Practitioner’s application are required to observe the terms and conditions set out in the Agreement for the VSS. The Registered Medical Practitioner should specify in the enrolment application form the types of Vaccine(s) and the Target Group(s) covered by each such Vaccine to whom he intends to provide Vaccination services. Upon successful application, the Registered Medical Practitioner is known as the Enrolled Health Care Provider or EHCP. The EHCP enrolled for the VSS may provide subsidized vaccination(s) to eligible persons falling within the Target Group (s) which he has opted at the time of application for enrolment to the VSS and from time to time when he remains enrolled to the VSS.
- (C) The Government might disclose the information supplied to it by the EHCP and the Medical Organization in relation to their operation of the VSS and performance of the Agreement, including but not limited to the number of vaccinations administered by EHCP for which Subsidy is payable, the number claims that the EHCP and/or Medical Organization made under VSS, the schedule and venue for vaccination at non-clinic setting etc., to a third party for any purpose relating to the operation of VSS or other Government programmes; for statistical and research purposes, or any other legitimate purposes as may be required, authorised or permitted by law.

### **Operative Part**

- 1. In consideration of the Government agreeing to pay the Subsidy in respect of a Vaccination in accordance with the terms and conditions of the Agreement, an 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 need to inform the Vaccination Office in writing the Service Fee chargeable to an Eligible Person for administration of one Vaccination for each Vaccine and for each Target Group of that Vaccine which he has opted to provide subsidised Vaccination in the Application Form or any other prescribed form after the enrolment application is accepted by the Government.
- 3. Pursuant to Clause 61, the Government may at any time amend the Schedule by adding new Vaccine and target groups for such Vaccine or new Target Group for an existing Vaccine. The EHCP and his Associated Organisation may opt to provide subsidised Vaccination to such new Vaccine and the type(s) of Eligible Person for such new Vaccine or new Target Group for an existing Vaccine and after making such option, observe the terms and conditions set out in the Agreement in doing so.
- 4. An EHCP and his Associated Organization shall read and understand fully the guidelines and instructions as stipulated in the Doctors’ Guide before enrolment in the VSS.

5. Each of the EHCP and his Associated Organization shall inform in writing to the Vaccination Office (i) 2 working days before revising the Service Fee as specified in the Application Form and (ii) immediately of any changes in any information or document submitted to the Government in relation to the VSS (including any information submitted in the EHCP's application to enrol in the VSS) and of any material change in circumstances affecting the Application's eligibility for enrolment in the VSS or otherwise this application including any incidents of professional misconduct or negligence (substantiated or alleged).
6. The Government may at any time terminate the VSS without incurring any liability to any EHCP or any Associated Organization.
7. A person shall cease to be an EHCP and the Agreement shall terminate forthwith upon the EHCP ceasing to be registered or is suspended from practising as a Registered Medical Practitioner.
8. The Government may at any time forthwith terminate the Agreement by written notice to an EHCP if the Government is of the reasonable opinion that:
  - (a) the EHCP has failed to provide Vaccination in a professional manner or has otherwise committed professional misconduct or malpractice;
  - (b) the EHCP has failed to handle the reimbursement claims in a proper manner;
  - (c) the EHCP has failed to comply with the requirements of the Doctors' Guide; OR
  - (d) the EHCP or his Associated Organization fails to comply with any provision in the Agreement or with any direction given by the Government or Director of Health pursuant to Clause 36.
9. Either the Government or the EHCP may terminate the Agreement without the need to state any reason by giving 7 days' prior written notice to the other of them and the Agreement shall terminate on the date specified in the notice.
10. A person shall cease to be an EHCP on the same date as the VSS is terminated under Clause 6, or on the same date as the Agreement with that person is terminated pursuant to Clause 7, 8 or 9. Immediately upon a person ceasing to be an EHCP in any of the aforesaid manners:
  - (a) the Government shall cease to have any obligation to pay that person or his Associated Organization any Subsidy for any Vaccination to that an Eligible Person or a parent or a guardian of an Eligible Person if the Consent to Use Vaccination Subsidy is executed by the Eligible Person or the parent or the guardian of an Eligible Person on or after the date on which the person ceases to be an EHCP;
  - (b) the person and his Associated Organization shall in respect of that person:
    - (i) cease to use any of the Consent to Use Vaccination Subsidy and cease to use or otherwise input any data into the eHealth System (Subsidies);
    - (ii) remove the logo ("Logo") and mini-poster ("Mini-poster") provided by the Government and return the Logo and Mini-poster to the Government;

- (iii) not procure or permit any Eligible Person or parent or guardian of an Eligible Person to complete or execute any Consent to Use Vaccination Subsidy or any other forms or documents that may be prescribed by the Government or the Director of Health in relation to the VSS;
- (iv) if required by the Government, remove all software provided by the Government for the purpose of the VSS from the computer system used by the person and/or his Associated Organization and return any Scheme Equipment and security tool provided by the Government for the purpose of the VSS or accessing the eHealth System (Subsidies) within 7 days; and
- (v) comply with all directions and requirements made by the Government to give effect to the cessation of the person to be an EHCP.

(c) The Scheme Licence shall terminate forthwith.

11. The termination of the Agreement shall be without prejudice to any provision of the Agreement capable of being performed or observed notwithstanding such termination which shall survive the same and shall continue to be binding on the parties and shall remain in full force and effect (including Clauses 1, 5, 6, 20, 23 to 30, 32 to 36, 42, 44, 45, 51 to 64).
12. Alternative to termination of the Agreement, the Government may suspend the EHCP's entitlement to participate in the VSS by written notice to an EHCP ("Suspension Notice") upon occurrence of any of the events specified in Clause 8 or any allegation of occurrence of such events pending further investigation ("Suspension"). Throughout the period of Suspension as specified in the Suspension Notice ("Suspension Period"), the EHCP shall not provide any Vaccination under the VSS to which the Suspension relates as specified in the Suspension Notice. The Government has no obligation to reimburse any vaccination subsidy for vaccination provided during the Suspension Period. Upon such Suspension, the consequences specified in Clauses 10(a) and (b) shall equally apply throughout the Suspension Period, and the Scheme Licence shall be suspended throughout the Suspension Period.

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

13. It is a condition precedent to any enrolment by a Registered Medical Practitioner in the VSS that the Registered Medical Practitioner subscribes to the eHealth System (Subsidies) prescribed by the Director of Health for the VSS 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.
14. Save as otherwise expressly provided for in the Agreement or specified by the Government, an EHCP and his Associated Organization shall provide all computer hardware, software, other equipment, machinery, devices and facility and obtain all utility for the use of the eHealth System (Subsidies) at the EHCP's own cost and expenses.
15. The Government may, for the purpose of facilitating an EHCP's use of eHealth System (Subsidies), provide the EHCP any hardware, devices or other equipment ("**Scheme Equipment**"), or grant or procure the grant of a licence to the EHCP to use any software ("**Scheme Licence**") in each case on such terms and conditions as the Government may specify from time to time.
16. An EHCP shall use the eHealth System (Subsidies) solely for the purpose of enabling the payment of Subsidy under the VSS.

17. An Associated Organization shall not, and an EHCP shall ensure that his Associated Organization will not, use or otherwise deal with the eHealth System (Subsidies), the Scheme Equipment, the Scheme Licence and any data kept therein other than for the purpose specified in Clause 16.
18. An EHCP and his Associated Organization acknowledges that a Scheme Equipment and a Scheme Licence may be subject to the proprietary rights of third parties. The EHCP undertakes not to use the Scheme Equipment or the Scheme Licence for any purposes other than those specified in the Agreement or by the Government unless with prior written consent of the Government. Scheme Equipment shall not be transferred to other parties for use and the EHCP and his Associated Organization shall be responsible for any liabilities towards any other parties arising out of any actions, claims or demands in connection with the EHCP's use of the Scheme Equipment or the Scheme Licence.
19. An EHCP shall not make any modifications to the Scheme Equipment or the Scheme Licence unless the prior written consent of the Government has been obtained.
20. The EHCP shall be responsible for the safe custody of and the due return of Scheme Equipment and all copies of software covered by the Scheme Licence to the Government including but not limited to, authentication tokens, Smart ID Card Reader, and so on. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the EHCP, the EHCP shall pay to the Government the applicable administrative fees published on the website of the Centre for Health Protection ([www.chp.gov.hk](http://www.chp.gov.hk)) as and for compensation to the Government. The administrative fees may be revised from time to time through announcement on the same website.

## **Obligations of EHCP**

21. Provided that Eligible Person falls within a Target Group for a Vaccine which the EHCP has opted to provide subsidised Vaccination under the VSS, if that Eligible Person or a parent or a guardian of that Eligible Person notifies an EHCP that the Eligible Person or the parent or the guardian of that Eligible Person will use the Subsidy for Vaccination, the EHCP shall obtain from that Eligible Person or the parent or the guardian of that Eligible Person a duly completed and signed Consent to Use Vaccination Subsidy.
22. On condition that an Eligible Person does belong to a Target Group for a Vaccine which the EHCP has opted to provide subsidised Vaccination under the VSS and that he or his parent or guardian has duly authorised an EHCP to use the Subsidy for a Vaccination, the EHCP shall assist the Eligible Person or the parent or the guardian of an Eligible Person to use such Subsidy and provide the requested type of Vaccination to the Eligible Person by following the requirements of the Doctors' Guide on VSS and the steps below in the same chronological order:
  - (i) request the Eligible Person or the parent or the guardian to produce original copy of Documentary Proof of Eligibility of the Eligible Person for verification of the person's eligibility;
  - (ii) log on to the eHealth System (Subsidies);
  - (iii) search and retrieve the eHealth Account (Subsidies) of the Eligible Person, or if an eHealth Account (Subsidies) is not yet created input the information required in the



eHealth System (Subsidies) in respect of the Eligible Person to create an eHealth Account (Subsidies);

- (iv) ascertain availability of Subsidy to the Eligible Person to receive the requested type of Vaccination through a search using the eHealth System (Subsidies) during the prevailing Vaccination Period;
- (v) verify the Eligible Person's past vaccination history and vaccination record, including check for any repeated Vaccinations of the same type within one Vaccination Period, and consider and decide whether the Eligible Person is clinically indicated for the requested type of Vaccination;
- (vi) before administering pneumococcal vaccination to the elderly (viz., the PCV-13 vaccination as mentioned in paragraph 2B of the Schedule), the EHCP shall assess whether the Eligible Person have any one of the high-risk conditions (as defined in paragraph 2B of the Schedule) or not and record such assessment in the eHealth System (Subsidies);
- (vii) provide the requested type of Vaccination promptly if (a) Subsidy for the Vaccination is available to the Eligible Person as shown in the e-Health System, and (b) the Eligible Person is clinically indicated for the requested type of Vaccination and (c) other requirements for availability of the Subsidy as stated in the Schedule are also satisfied including in the case of PCV-13, whether the Eligible Person have any one of the high-risk conditions;
- (viii) update the Eligible Person's hand held personal copy of immunisation record;
- (ix) keep a copy of the Eligible Person's documentary proof of eligibility for Subsidy as specified in the Schedule for such type of Eligible Person (except for documentary proof for Hong Kong resident status); and
- (x) input all information required by the eHealth System (Subsidies) and make a Subsidy claim within 7 calendar days counting from the date of the Vaccination.

23. Any Subsidy claim not made within the timeline set out in Clause 22 (x) above will be considered as a late claim and the Government shall have the absolute discretion to refuse payment of Subsidy to the EHCP or his Associated Organization for such late claim. Factors to be taken into account include whether the EHCP or his Associated Organization has had a past record of submitting late claims and whether there is any other justification for lodging a late claim.
24. Without prejudice to other provisions of the Agreement, under no circumstances whatsoever will the Government pay out any Subsidy to the EHCP or his Associated Organization for a Vaccination if the claim for Subsidy for such Vaccination is not submitted to the Government within 90 calendar days counting from the date of such Vaccination.
25. If in relation to a type of Vaccination, an EHCP fails to comply with Clause 22 (iv) above BEFORE administering that type Vaccination, and has already provided that type Vaccination to an Eligible Person for which Subsidy is not available, an EHCP or his Associated Organization shall not charge such person or a guardian of such person any fee or any other monetary amount in relation to such Vaccination provided including the Service Fee.
26. An EHCP agrees, warrants and undertakes that prior to the creation of an eHealth Account (Subsidies) of an Eligible Person, he shall have obtained from the Eligible Person or the parent or the guardian of the Eligible Person a duly completed and signed consent form for the use and transfer of the

Eligible Person's personal data for the purpose of creation of eHealth Account (Subsidies), administration and monitoring of VSS, including but not limited to a verification procedure by electronic means with data kept by the Immigration Department to ascertain eligibility for Subsidy under the VSS. An EHCP shall declare via the eHealth System (Subsidies) that such a consent has been obtained for each eHealth Account (Subsidies) created. For any of the aforesaid purposes, the transfer of personal data may be made to the HKSAR Government (including the Department of Health and the Immigration Department), and consultants, advisers and contractors of HKSAR Government appointed for any of the aforesaid purposes.

27. In relation to a Vaccination provided by an EHCP to an Eligible Person, each of the EHCP and his Associated Organization shall not demand an Eligible Person or a guardian of an Eligible Person who consents to use the Subsidy to settle the EHCP's fee for such Vaccination to pay any other monetary amount to the EHCP or his Associated Organization other than the Service Fee.
28. Neither an EHCP nor his Associated Organization shall enter into any agreement or arrangement with an Eligible Person or a parent or a guardian of an Eligible Person which has the effect of:
  - (a) modifying any provision of any requirements prescribed by the Director of Health for the purpose of or in relation to the VSS (including this Agreement); or
  - (b) sharing any Subsidy received from the Government with the Eligible Person or the guardian of an Eligible Person.
29. Neither an EHCP nor an Associated Organization may charge any person any fees for completing the Consent to Use Vaccination Subsidy. Where the EHCP fails to follow the procedures specified in Clause 22 or otherwise in the correct chronological order, but has already administered a Vaccination on a person, he shall not charge that person the full service fee for such Vaccination without deduction of the Subsidy even if no Subsidy will be paid to the EHCP due to his failure to comply with the procedures specified in Clause 22. The EHCP may only charge the person the Service Fee after deduction of the subsidy for the Vaccination.
30. The EHCP and his Associated Organization shall submit to the Government such other information or document as required by the Director of Health from time to time in relation to the VSS.

### **Payment by the Government**

31. Subject to Clause 10(a), 32 to 34 and 36(b), the Government shall, in respect of each type of Vaccination administered to each Eligible Person falling within a Target Group, provided that (a) he has been indicated as eligible to receive the Subsidy in the eHealth System (Subsidies) for that type of Vaccination in the manner as mentioned in Clause 22(iv) above and (b) the Eligible Person belongs to the Target Group for a Vaccine which the EHCP has opted to provide subsidised Vaccination under the VSS, pay the EHCP or the Associated Organization the Subsidy for that type of Vaccination. Such payment shall be made by the Government crediting the Nominated Account. An acknowledgement issued by the bank with which the Nominated Account is maintained of the sums credited by the Government to the Nominated Account shall be deemed to be a receipt issued by the EHCP and the Associated Organization of the sums so credited and shall be conclusive evidence of due payment of such sums payable by the Government to the EHCP or the Associated Organization under the Agreement.
32. The Government shall have no obligation to pay an EHCP or his Associated Organization any Subsidy to an Eligible Person if that Eligible Person does not belong to the Target Group opted by

EHCP at the time of application for enrolment to the VSS or from time to time whilst being enrolled to the VSS.

33. The Government shall have no obligation to pay an EHCP or his Associated Organization any Subsidy for any Vaccination administered under this Agreement, if any information provided by the EHCP to the Government under or in relation to the VSS is at any time found to be incomplete, untrue or inaccurate or if the EHCP or his Associated Organization is in breach of any provisions in the Agreement. Any Subsidy which has been paid shall be refunded to the Government by the EHCP.
34. The Government shall have no obligation to pay an EHCP or his Associated Organization any Subsidy in relation to a Vaccination if it is of the reasonable opinion that the Vaccination has not been conducted in accordance with the requirements of the Doctors' Guide or the claim for Subsidy has not been handled by the EHCP or his Associated Organization in a proper manner or the EHCP or his Associated Organization fails to comply with this Agreement in his performance under VSS.
35. The Government shall have no obligation to pay an EHCP or his Associated Organization any Subsidy for any Vaccination administered under this Agreement if the EHCP or his Associated Organization fails to comply with the directions given by the Government under clause 37 within the time specified by the Government for such compliance and that such failure if remediable is not remedied within the period as stipulated in a warning letter given by the Government about such failure. Any Subsidy which has been paid shall be refunded to the Government by the EHCP.
36. Notwithstanding any provision herein, if the Government at any time certifies that the Government has overpaid an 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 the Associated Organization; or
  - (b) direct the EHCP or the Associated Organization to forthwith repay the Government the amount previously paid by the Government and the EHCP or the Associated Organization (as the case may be) shall comply with the direction. The Government shall be entitled to withhold any sums due to the EHCP or the Associated Organization under Clause 26 until the EHCP or the Associated Organization has fully repaid the aforesaid amount.

## **Directions**

37. An EHCP and an 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 VSS.
38. If an EHCP or his Associated Organization fails to comply with any provision of the Agreement or any direction referred to in Clause 37, without prejudice to the right of the Government to issue a notice under Clause 8 or 12, 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 of notice. The EHCP and his Associated Organization shall comply with such requirements.

## **Information and keeping of records**

39. An EHCP shall keep the Government immediately informed of any changes or proposed changes to his status as a person registered under the legislation referred to in Preamble (A).
40. Without prejudice to Clause 39, an 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 the EHCP from a register maintained pursuant to the legislation referred to in Preamble (A) on which the EHCP's name has been entered;
  - (b) any action, disciplinary proceeding or inquiry being taken against the EHCP by any person; or
  - (c) any complaints filed or claims made (whether or not any legal action is threatened) against the EHCP for any act, negligence, misconduct or malpractice.
41. An EHCP shall provide the Government with such information as requested by the Government in relation to any of the matters referred to in Clause 39 or 40.
42. An EHCP and his Associated Organization shall keep in his and their practice clinic(s) for a period of not less than 7 years proper and full record in relation to the all types of Vaccinations provided (including without limitation the history, precautions and adverse effects), information about the vaccine used (including without limitation the name of the manufacturing company, Lot number, date of purchase, date of use), and all original copies of Consent to Use Vaccination Subsidy duly completed and signed by Eligible Person or the parent or the guardian of Eligible Person.
43. An EHCP and his Associated Organization shall submit to the Vaccination Office complete, true and accurate information as required in the Authority for Payment to a Bank at Appendix B.
44. Each of the EHCP and his Associated Organization warrants and undertakes 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 VSS are true, accurate and complete.
45. The Government, the Director of Health or any person authorized by the Director of Health (the authorized person) may by prior notice to an EHCP or his Associated Organization attend at any premises at reasonable hours to inspect and obtain any information or record kept or required to be kept by the EHCP or the Associated Organization under the Agreement, or to ascertain whether the provisions of the Agreement are complied with. The EHCP and his Associated Organization shall fully co-operate with and give all assistance required by the Government, the Director of Health and the authorized person. The EHCP and his Associated Organization shall ensure that the Government, the Director of Health and the authorized person are given free and uninterrupted access to the information and record and the premises at which they 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 information and record specified by any of them. The Government, the Director of Health or any person authorized by the Director of Health may contact the Eligible Person or parent or guardian of the Eligible Person to verify the information and record if necessary.
46. An EHCP and his Associated Organization shall inform the Vaccination Office all the clinic settings where he would provide subsidised vaccination in the enrolment form. If an EHCP and his

Associated Organization plans to conduct outreaching activities at non-clinic setting, he shall also inform the Vaccination Office in the enrolment form. He shall also inform the Vaccination Office of any subsequent change before he starts his subsidised vaccination services in any new settings.

47. Once indicated they will provide subsidised vaccination at outreaching activities in non-clinic setting, the EHCP and his Associated Organisation shall comply with all the instructions as stipulated in the Agreement including the Doctors' Guide when providing vaccination services under the VSS, including but not limited to the following:
- (a) For Vaccination taken place at non-clinic setting,
    - i. The EHCP and his Associated Organisation shall pay particular attention and comply with all the safety requirements as stipulated under the section "Vaccination at non-clinic settings" in the Doctors' Guide;
    - ii. The EHCP and his Associated Organisation shall inform the Vaccination Office two weeks before the Vaccination is held at non-clinic setting using the form prescribed by the Department of Health. The Government shall have no obligation to pay an EHCP or his Associated Organization any Subsidy for the Vaccinations at the non-clinic setting if the EHCP or his Associated Organization fails to make such prior notification to the Vaccination Office in good time.
    - iii. Staff of the Department of Health may perform on-site inspection of the services provided. An EHCP and his Associated Organisation shall provide assistance to the representatives from the Department of Health regarding the on-site inspection of the vaccination activity provided at non-clinic setting.
    - iv. An EHCP and his Associated Organisation shall follow the instruction, verbal or written, provided by the representatives from the Department of Health in respect of the on-site inspection.
    - v. An EHCP and his Associated Organisation shall provide written reply on improvement measures on vaccination activities at non-clinic setting upon request by the Department of Health.

### **Logo, Mini-poster and Publication**

48. Upon enrolment in the VSS, the Government will provide an EHCP with a logo ("Logo") and a mini-poster ("Mini-poster"). Subject to Clause 10(b)(ii), an EHCP shall at all times display the Logo and Mini-poster at the premises where the Vaccination is provided by the EHCP and in a manner as specified by the Director of Health. Neither the EHCP nor his Associated Organization shall make any copies of the Logo or Mini-poster, or display the Logo or Mini-poster at any places other than at that specified by the Director of Health.
49. The Mini-poster shall display the Service Fee chargeable for each type of Vaccination if the Subsidy is available. The EHCP shall notify the Vaccination Office 2 working days before raising the Service Fee and shall amend its Mini-poster accordingly as soon as the increase comes into effect.
50. The Government may use any of the personal data of an EHCP for the purposes set out in the Statement of Purpose in the Application Form and Authority for Payment to a Bank. Each of the EHCP and his Associated Organization further agrees that the Government may publish any or both of their names, the particulars of practice and Service Fee at any time for the purpose of the VSS

and/or any other programmes run by or on behalf of the Government in relation to the promotion of primary care, including but not limited to the Primary Care Directory maintained by the Director of Health.

## **Government Disclaimer**

51. The Government does not warrant or represent that:
- (a) the eHealth System (Subsidies), the Scheme Equipment or the Scheme License are free from any third party rights or restriction on use;
  - (b) the eHealth System (Subsidies), the Scheme Equipment or the Scheme License is free from defects in materials, design and workmanship;
  - (c) the use of the eHealth System (Subsidies), the Scheme Equipment or the Scheme License will meet an EHCP's or his Associated Organization's data processing requirements, the requirements of the Scheme 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 License will be uninterrupted or error free.
52. 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 in relation to the EHCP's enrolment in the VSS, the use of the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence, or inability to obtain any Subsidy for any Vaccinations given.

## **Confidentiality**

53. Each of the EHCP and his Associated Organization undertakes and agrees to keep all information provided by the Government in relation to the VSS 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**

54. Each of the EHCP and his Associated Organization shall 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, damage, loss, costs, charges and expenses which the Government may sustain or incur (including but not limited to legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in relation to any claim, action or proceeding instituted by, or against, the Government),

which in any case 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 of any provision 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 operation of the VSS; or
- (iii) the data or information provided by the EHCP or his Associated Organization or any employees, agents or sub-contractors of the EHCP or his Associated Organization in the process for requesting for payment of Subsidy; or
- (iv) the enrolment by the EHCP in the VSS.

55. Without prejudice to Clause 54, any act, default, neglect or omission of any sub-contractor or the employee or agent of an 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 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.

## **Others**

56. Each of the EHCP and his Associated Organization agrees to do all things and execute all deed, instruments, transfer or other documents as may be necessary or desirable to give full effect to the provisions of the Agreement.
57. The Agreement is governed by and construed in accordance with the laws of Hong Kong and each of the EHCP and his Associated Organization irrevocably and unconditionally submits to the exclusive jurisdiction of any of the courts of Hong Kong.
58. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
59. Neither an EHCP nor an Associated Organization shall represent himself as an employee, servant, agent or partner of the Government. Neither an EHCP nor an Associated Organization has, nor shall any of them represent that it has, any authority to make any commitments on the Government's behalf.
60. Neither an EHCP nor an 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.
61. The Government may at any time vary or supplement any terms or conditions of the Agreement including the Schedule by giving prior written notice to an EHCP and his Associated Organization. The Doctors' Guide may be amended from time to time and the updated version will be published on the website of the Department of Health. No separate notice will be issued in this regard.

62. The definitions and rules of interpretation set out in the Definitions shall apply to the Agreement.
63. Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
64. It is hereby declared that no person may be treated as a third party who or which may enforce any term of this Agreement under or for the purposes of section 4 of Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).



## SCHEDULE

### 1. *Use of terms common to all types of Vaccinations*

**“Hong Kong resident”** means the person is holding any of the following type of identity document:

Hong Kong Identity Card, which shall have the meaning given to the expression ‘identity card’ under section 1A of the Registration of Persons Ordinance, Cap. 177; or Birth Certificate issued under section 9(4) of the Births and Deaths Registration Ordinance, Cap. 174; or certificate of exemptions issued by the Commissioner of Registration to a person who by virtue of regulation 25(e) of the Registration of Persons Regulations, Cap. 177A is not required to be registered under the Immigration Ordinance, Cap. 177; or valid travel document of the Eligible Person showing his Hong Kong resident status and his date of birth.

**“Vaccination Period”** means a period announced by the Vaccination Office of the Department of Health for giving seasonal influenza vaccination to Eligible Persons under the VSS.

### 2. **Types of Vaccines**

#### A. **Seasonal Influenza**

A Vaccination (or one Vaccination) is one dose of seasonal influenza vaccine to be administered to an Eligible Person within one Vaccination Period.

The Subsidy payable for seasonal influenza vaccination administered to an Eligible Person under the VSS is HK\$190 per dose.

**“Eligible Person”** means any one of the following persons:

- (i) a Hong Kong resident who is pregnant at the time of Vaccination
- (ii) a Hong Kong resident who is aged between 6 months to less than 12 years old in the calendar year when the Vaccination is given or is still a student of a primary school registered under the Education Ordinance (Cap 279 of the Laws of Hong Kong) in the school year when the Vaccination is given.
- (iii) a Hong Kong resident who is aged 65 or above in the calendar year when the Vaccination is given;
- (iv) a Hong Kong resident who is aged 6 months or above holding:
  - (a) the Registration Card for People with Disabilities (with indication of intellectual disability/mentally retarded) issued by the Labour and Welfare Bureau (Central Registry for Rehabilitation);
  - (b) a certificate issued by a registered medical practitioner certifying the person is a person with intellectual disability and is eligible for vaccination subsidy; OR
  - (c) a certificate issued by the person-in-charge of the designated PID institution certifying the person is a user of the institution
- (v) a Hong Kong resident who is receiving disability allowance and holding the disability allowance approval letter issued by the Social Welfare Department;

For Eligible Persons 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 since birth.

Except the Hong Kong resident status, the EHCP is required to keep copy of the documentary proof of eligibility under (ii), (iv) and (v).

## B. Pneumococcal Vaccine

A Vaccination (or one Vaccination) is one dose of pneumococcal vaccine to be administered to an Eligible Person within the Vaccination Period.

### *23-valent pneumococcal polysaccharide vaccine (23vPPV)*

- (i) An Eligible Person **without** high-risk conditions# and has never received 23vPPV and PCV13 vaccinations before; or
- (ii) An Eligible Person **with** high-risk conditions# and has never received 23vPPV vaccination before but has received PCV-13 at least one year prior to the proposed 23vPPV vaccination. The interval between 23vPPV and PCV13 must be at least one year.

The Subsidy payable for 23vPPV vaccination administered to an Eligible Person under the VSS is HK\$190 per dose.

### *13-valent pneumococcal conjugate vaccine (PCV13)*

- (i) An Eligible Person **with** high-risk conditions# and has never received PCV13 and 23vPPV vaccinations before; or
- (ii) An Eligible Person **with** high-risk conditions# and has never received PCV13 vaccination but has received 23vPPV at least one year prior to the proposed PCV13 vaccination. The interval between 23vPPV and PCV13 must be at least one year.

The Subsidy payable for PCV13 administered to an Eligible Person under the VSS is HK\$730 per dose.

**“Eligible Person”** means a Hong Kong resident aged 65 or above in the calendar year when the Vaccination is given.

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# High-risk conditions include:

- History of invasive pneumococcal disease, cerebrospinal fluid leakage or cochlear implant;
- Chronic cardiovascular (except hypertension without complication), lung, liver or kidney diseases;
- Metabolic diseases including diabetes mellitus or obesity (Body Mass Index 30 or above);
- Immunocompromised states related to weakened immune system due to conditions such as asplenia, Human Immunodeficiency Virus/ Acquired Immune Deficiency Syndrome or cancer/ steroid treatment;
- Chronic neurological conditions that can compromise respiratory functions or the handling of respiratory secretions or increase the risk for aspiration, or those who lack the ability to take care of themselves.