### **VACCINATION SUBSIDY SCHEME (VSS)**

# TERMS AND CONDITIONS of the COVID-19 VACCINATION PROGRAMME AT NON-CLINIC SETTING

(Supplementary to Terms and Conditions of the COVID-19 Vaccination Programme at Clinics)

#### **Preamble**

- (a) This document titled Appendix L(i) "Terms and Conditions of the COVID-19 Vaccination Programme at Non-Clinic Setting" ("Agreement") shall be read in conjunction with the "Terms and Conditions of the COVID-19 Vaccination Programme at Clinics" ("Agreement at Clinic"). Unless otherwise defined or stated in this Agreement, Terms defined in Appendix L shall be applicable to this Appendix L(i) which shall be deemed incorporated in this Agreement.
- (b) The Government shall invite in writing on a pilot basis a limited number of EHCPs and their Associated Organizations to provide COVID-19 Vaccination under the COVID-19 Vaccination Programme at Non-Clinic Setting. A pilot will be implemented before extending the coverage to a wider number of EHCPs and their Associated Organizations. The invited EHCP and his Associated Organization shall be required to sign and return a prescribed enrolment form ("Enrolment Form") indicating the agreement to join the Programme before a binding Agreement is formed between the Government and the EHCP.
- (c) Each EHCP and his Associated Organization (if any) shall remain as party to the VSS Agreement, the Agreement at Clinic and this Agreement if that EHCP or his Associated Organization shall provide COVID-19 Vaccination to Eligible Persons under the COVID-19 Vaccination Programme at Non-Clinic Setting.
- (d) This Preamble and the Schedule form of part the Agreement and are equally binding on the EHCP and his Associated Organization.

### **Operative Part**

1. In consideration of the Government agreeing to pay the Subsidy in respect of Vaccinations under the COVID-19 Vaccination Programme at Non-Clinic Setting within the Vaccination Period, the EHCP and his Associated Organization jointly and severally undertake and agree to observe all provisions set out in this Agreement, the Agreement at Clinics, the VSS Agreement and the Vaccination Subsidy Scheme (VSS) Doctors' Guide as well as the Doctors' Guide for the COVID-19 Vaccination Programme under VSS ("Doctors' Guide

- for COVID-19 Vaccinations" or "Doctors' Guide")) in the version as published from time to time on the website as mentioned in Clause 5.
- 2. Similar to COVID-19 Vaccination Programme at Clinics, the EHCP and the Associated Organization shall not require the Eligible Person to pay any service fee for the COVID-19 Vaccination. However, the EHCP and his Associated Organization may charge the activity organizer for service fee in respect of each Vaccination outreach visit. The proposed fee should be clearly stated in the Notification Form in Clause 9 below and the Government may disclose the service fee and the name of EHCP and his Associated Organization information to the media, Legislative Council, public, etc, without seeking the consent of the EHCP and his Associated Organization. For avoidance of doubt, the activity organizer may not charge the Eligible Person any service fee.
- 3. The name of the EHCP, the name and address of the clinic and the telephone number in Chinese and English as provided in the Written Agreement shall be displayed at the website (<a href="https://www.chp.gov.hk/en/features/106934.html">https://www.chp.gov.hk/en/features/106934.html</a>) for search by the general public.
- 4. The above name and address of the clinic as mentioned at clause 3 will be added in the eHealth System (Subsidies) for submitting reimbursement claims.
- 5. The VSS Doctors' Guide for COVID-19 Vaccination is published at the website (<a href="https://www.chp.gov.hk/en/features/106934.html">https://www.chp.gov.hk/en/features/106934.html</a>) and may be updated from time to time. EHCP and his Associated Organization (if any) are required to follow the VSS Doctors' Guide for COVID-19 Vaccination.
- 6. On top of the right to terminate or suspend this Agreement under Clauses 7 and 8 of the Agreement at Clinic which are deemed to have been incorporated herein (and for the avoidance of doubt any of the grounds specified below may entitle the Government to terminate this Agreement under the aforesaid Clause 7 but not just suspension), the Government may suspend the EHCP's participation to the COVID-19 Vaccination Programme at Non-Clinic Setting by given the written notice to an EHCP (suspension notice) should the EHCP or his Associated Organization be found
  - (a) to have failed to submit the Notification Form two weeks in advance to the Programme Management and Vaccination Division in accordance with Clause 9:
  - (b) to have failed to provide the health education/ promotion materials in relation to the Vaccination activities to the Programme Management and Vaccination Division for comment before issue in accordance with Clause 10;
  - (c) to have failed to provide the Vaccination record printout immediately to the Vaccine recipient after Vaccination in accordance with Clause 13;

- (d) under any investigation on allegation of non-compliance of the requirements as stipulated in the Agreement or the Doctors' Guide; or
- (e) under any other circumstances as considered necessary by the Government.
- 7. The Suspension period, if not specified in the Suspension Notice, will take effect from the date of the Suspension Notice until a written notice issued by the Government to lift the Suspension (if any). Throughout the period of Suspension, the Government has no obligation to reimburse any Vaccination subsidy for Vaccination provided during the Suspension Period.

## Obligations of the EHCP and his Associated Organization

- 8. The EHCP and his Associated Organization shall ensure the outreach venue for performing the Vaccination is safe, well-lit, well-ventilated, clean and suitable for COVID-19 Vaccination including but not limited to sufficient space for registration, waiting area for Vaccine recipient to read and understand the information related to COVID-19 vaccines, COVID-19 Vaccination, observation area after Vaccination and sick bay for emergency treatment when necessary.
- 9. The EHCP and his Associated Organization shall inform the Programme Management and Vaccination Division two weeks before an outreach visit is held at a non-clinic setting for performing the Vaccination using the form prescribed by the Department of Health ("Notification Form"). All terms appearing in the Notification Form have the meanings given to them in this Agreement. The Government shall have no obligation to pay an EHCP or his Associated Organization any Subsidy for the Vaccinations if the EHCP or his Associated Organization fails to make such prior notification to the Programme Management and Vaccination Division in good time. If the first or second dose to be given to a Vaccination recipient will be held at the EHCP's Clinic covered by the Agreement at Clinic rather than the outreach venue, the filing of the Notification Form would not be required for such Vaccination.
- 10. The EHCP and his Associated Organization shall ensure any all information in the health education/ promotion materials in relation to the Vaccination activities are correct, and provide these materials to the Department of Health for checking before issue.
- 11. In addition to the Notification Form as mentioned in Clause 9 above, the EHCP shall order COVID-19 Vaccines through the web-based ordering system at least one week before the outreach visit to ensure sufficient Vaccines for the Vaccination outreach visit.

- 12. The EHCP and his Associated Organization shall be responsible for the transportation of the COVID-19 Vaccines to the outreach venue for the Vaccination activities and return the unused Vaccines to their Clinic. The EHCP and his Associated Organization shall ensure the cold chain of the vaccines and temperature of vaccines is being maintained within 2°C to 8°C during transportation and the entire Vaccination outreach visit.
- 13. The EHCP and his Association Organization shall ensure sufficient equipment including the smart card reader, printer and computer with internet connection is available at the outreach venue for reading the card face data of the Hong Kong Identity Card of the Vaccine recipient, checking the Vaccination record and Vaccination history, submitting the reimbursement claims and providing a Vaccination record print out to the Vaccine recipient.
- 14. The EHCP and his Association Organization shall ensure there are at least one doctor in-charge and one registered nurse with emergency training such as basic life support present throughout the performance of Vaccination during an outreach visit.
- 15. To prevent duplicated doses, the EHCP (and his Associated Organisation(s)) must check the Vaccination record of individuals at the eHealth System (Subsidies) before administering the COVID-19 vaccines. Each person who is responsible for administering an authorized vaccine to a recipient for a specified purpose must ensure that informed consent is obtained as referred to in Clause 20 of the Agreement at Clinic (as from time to time amended). EHCP (and his Associated Organisation(s)) should then assess the suitability for Vaccination, with reference to the general guidelines provided in the Doctors' Guide for COVID-19 Vaccination Programme as well as the eligibility in accordance with Clause 18 of the Agreement at Clinic (as from time to time amended), before providing the Vaccination. The Vaccination record in eHealth System (Subsidies) and Vaccination information for reimbursement claim should be input on the same date of the Vaccination. Relevant details, including the standard procedures and information to be provided / explained to recipients for obtaining informed consent, shall follow the provision as mentioned in Clauses 18 to Clause 21 of the Agreement at Clinic (as from time to time amended).
- 16. The EHCP (and his Associated Organisation(s)) must observe the recipients for 15 to 30 minutes after Vaccination and be equipped to provide emergency medical treatment for immediate adverse reaction such as anaphylaxis.
- 17. The EHCP (and his Associated Organisation(s)) must contact the Eligible Persons who have received the first dose to remind them to arrange for the second dose at the prescribed interval for the relevant COVID-19 vaccines to be set out in the Doctors' Guide for COVID-19 Vaccination Programme. The

- second dose may be taken at an outreach venue as notified in the Notification Form to which it relates or at the Clinic covered by the Agreement at Clinic.
- 18. The EHCP (and his Associated Organisation(s)) should enquire whether an Eligible Person will join the Electronic Record Sharing System (eHRSS) and assist the Eligible Person to register under the eHRSS using the integrated function provided under the eHealth System (Subsidies) entry page. The COVID-19 Vaccination information will be automatically uploaded to the eHRSS if the Eligible Person has joined the eHRSS. The willingness to join the eHRSS would <u>not</u> affect the Eligible Person's eligibility to receive Vaccination.
- 19. When submitting the reimbursement claim, the EHCP and his Associated Organization shall ensure the correct venue code and the category of the Vaccine recipient have been selected.
- 20. The healthcare personnel on site at the outreach venue should ensure the information of the Vaccination record print out is correct before issuing to the Vaccine recipient.
- 21. The EHCP and his Associated Organization shall arrange ahead of time to dispose the clinical waste after the Vaccination outreach visit according to the guidelines from the Environmental Protection Department (EPD) <a href="https://www.epd.gov.hk/epd/clinicalwaste/en/smallproducer.html">https://www.epd.gov.hk/epd/clinicalwaste/en/smallproducer.html</a> and/or other instructions by the Government in handling clinical waste disposal.
- 22. The EHCP and his Associated Organization are NOT allowed to promote or display or distribute any promotion material of their services or other person's healthcare services during the vaccination activity.
- 23. Subject to the foregoing, and to the extent not inconsistent with this Agreement, all provisions set out in Clauses 10 to 39 of the Agreement at Clinic (as from time to time amended) shall be deemed to have been incorporated into this Agreement. References in these Clauses to terms defined Clause 1.2 of the Schedule to this Agreement shall have the meanings given to them in that Clause and will not follow the meanings given to them in the Agreement at Clinic.

### **Obligations of the Government**

24. The Government shall be responsible for the procurement of the COVID-19 Vaccines, and arrange delivery of the Vaccines to the EHCP's Clinic, but not the outreach venue of Vaccination outreach visit. The COVID-19 Vaccines to be allocated shall be determined solely by the Government and subject to availability. Confirmed orders for the COVID-19 Vaccines will be delivered by an appointed vaccine distributor to the Clinic within 5 working days from the date of order confirmation by the Government.

- 25. Payment of the Subsidy (other than the Time-limited Enhanced Subsidy) shall be made by the Government, on a monthly basis, within 30 days after the end of each month by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as set out in Clauses 25.1and 25.2 below. Time-limited Enhanced Subsidy shall be made by the Government on or before 30 December 2022 in one lump sum by crediting the Nominated Account in respect of all Vaccinations covered by such Subsidy.:
- 25.1 HK\$100 per dose Sinovac vaccine if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered, except that the Subsidy per dose for Sinovac vaccine if the Eligible Person is aged from 6 months to under 12 years at the time of Vaccination shall be HK\$180; and
- 25.2 HK\$180 per dose Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered ("Elderly") except that the Subsidy per dose for the first dose of vaccination shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to 28 February 2023 (both dates inclusive) ("Time-limited Enhanced Subsidy").
- 26. There will be a one-off outreach vaccination allowance payable to the EHCP and his Association for each outreach visit to an outreach venue for the provision of the Vaccination. The allowance level for an outreach visit will depend on the number of Vaccinations actually provided in that outreach visit and to be announced by the Government from time to time.
- 26A.1 In addition to the one-off outreach vaccination allowance under Clause 26, there will be another allowance of HK\$800 per hour and HK\$400 for each subsequent half-hour for providing dedicated one-on-one consultation or health talk by the EHCP or another doctor assigned by the Associated Organization on the same day before Vaccination in an outreach visit is to be given. The outreach visit with prior consultation or talk has to be arranged or sponsored by a Government Bureau or Department. For health talk or one-on-one consultation less than an hour but more than 30 minutes, the amount of the allowance will be HK\$400. No allowance will be paid for health talk/one-on-one consultation less than 30 minutes.

- 26A.2 The amount of time duration for consultation or health talk has to be notified to Department of Health in Notification Form at least 2 weeks before the outreach vaccination date which Notification Form shall also be counter-signed by the relevant officer of the Government Bureau or Department arranging or sponsoring the consultation or health talk. The Government has the right to conduct an on-site inspection to ensure the health talk/ one-on-one consultation is provided as stated in the Notification Form.
- 26A.3 Payment of any approved claim of the allowance as stipulated in Clauses 26 and 26A.1 shall be made by the Government by crediting to the Nominated Account or via bank cheque to the Associated Organization as decided by the Government excluding any late claim. A claim is late if it is lodged 30 days after the outreach visit (for the allowance under Clause 26); or if it is lodged 30 days after the consultation or health talk (for the allowance under Clause 26A.1) which the Government has a right to reject payment.
- 26A.4 Each EHCP and his Associated Organization shall apply the consultation or health talk allowance claim under either VSS or RCH COVID-19 Vaccination Programme but not both.
- 27. Subject to the foregoing, and to the extent not inconsistent with this Agreement, all provisions set out in Clauses 40 to 49 (excluding Clause 43) of the Agreement at Clinic (as from time to time amended) shall be deemed to have been incorporated into this Agreement. References in these Clauses to terms defined in Clause 1.2 of Schedule to this Agreement shall have the meanings given to them in that Clause and will not follow the meanings given to them in the Agreement at Clinic (as from time to time amended).

### **Inspection of the Vaccination Activities**

28. The Director of Health may perform random onsite inspection at the outreach venue for Vaccination to ensure the outreach venue is appropriate for Vaccination outreach visit, the quality of Vaccination provided by the EHCP meets the requirements and standards set out in the Agreement and the Doctors' Guide.

### Others

29. All provisions set out in Clauses 5, 6, 51 to 78 of the Agreement at Clinic (as from time to time amended) shall be deemed to have been incorporated into this Agreement. References in these Clauses to terms defined in Clause 1.2 of the

Schedule to this Agreement shall have the meanings given to them in that Clause and will not follow the meanings given to them in the Agreement at Clinic (as from time to time amended).

#### **SCHEDULE**

- 1.1 In this Agreement, unless otherwise defined in this Agreement, terms defined in Schedule 1 to the Agreement at Clinic shall have the same meanings given to them as they appear in this Agreement. Clauses 1.2 to 1.6 of the Schedule to the Agreement at Clinic shall apply to this Agreement mutatis mutandis.
- 1.2 In addition, the following terms shall have the following meanings:
- *"activity organizer" means* any person who invites the EHCP and his Associated Organization to provide the COVID-19 Vaccination provides the outreach venue (other than the EHCP's Clinic or an RCH or RCCC) for Vaccination.
- "Agreement" has the meaning given to it Preamble (a) to this Agreement.
- "Associated Organization" means the Medical Organization specified in the Enrolment Form completed and returned to DH as mentioned in Preamble (b).
- "Clinic" has the meaning given to the term in Agreement at Clinic.
- "COVID-19 Vaccines" or "Vaccines" (in upper or lower case) means such brand of COVID-19 Vaccines to be announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme at Non-Clinic Setting.
- "Enrolled Health Care Provider" or "EHCP" means the Registered Medical Practitioner specified in the Enrolment Form completed and returned to DH as mentioned in Preamble (b).
- "Healthcare Personnel" or "Health Personnel" means (a) the EHCP; (b) another Registered Medical Practitioner; or (c) a Vaccinator, to provide Vaccination under this Agreement.
- "one-off outreach vaccination allowance" means an allowance to be paid to the EHCP and his Associated Organization by crediting to the Nominated Account or by bank cheque for each outreach visit to an outreach venue for the provision of Vaccination payable under Clause 26. The allowance level is based on the number of Vaccinations provided per outreach visit and are in six tiers as follows:-
- (i) \$1,200 for an outreach visit providing 10 to 29 doses
- (ii) \$2,120 for an outreach visit providing 30 to 49 doses
- (iii) \$3,543 for an outreach visit providing 50 to 79 doses

- (iv) \$5,654 for an outreach visit providing 80 to 99 doses
- (v) \$7,067 for an outreach visit providing 100 to 149 doses
- (vi) \$10,600 for an outreach visit providing more than 150 doses

No allowance will be provided for Vaccination less than 10 doses per outreach visit.

- "outreach venue" means in relation to an outreach visit, the venue as specified in the Notification Form issued for that outreach visit under Clause 9 of this Agreement but must not include (a) any Clinic already covered by the Agreement at Clinic or (b) Residential Care Home or Residential Child Care Centre.
- "Subsidy" means the Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as stated in Clause 25.1 or Clause 25.2, whichever is applicable, plus where applicable the allowance payable under Clauses 26.1 and/or Clause 26A.1.
- "Residential Care Home" or "RCH" means a residential care home as defined and licensed under the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), or as defined and issued with a licence or certificate of exemption under the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613), or the residential facilities of the Skills Centre (Tuen Mun) of Vocational Training Council, or a nursing home to be licensed as a hospital under the Private Healthcare Facilities Ordinance (Cap. 633) which provides residential services for persons aged 60 or above in Hong Kong. References to RCH include institutions and day care units attached the RCH.
- "Residential Child Care Centre" or "RCCC" means a child care centre that provides for children under the age of 6 with inadequate care from their families, as defined and registered under the Child Care Services Ordinance (Cap. 243) and regulated under the Child Care Services Regulations (Cap. 243A).
- "Vaccination Period" means a period announced by the Government for giving COVID-19 Vaccinations to Eligible Persons under the COVID-19 Vaccination Programme at Non-Clinic Setting. After the end of this period, another Enrolment Form for a new Vaccination Period shall be required before the EHCP and his Associated Organization may continue to be party to this Agreement.
- "Vaccinator" means a registered nurse, enrolled nurse or other qualified registered healthcare professionals to provide COVID-19 Vaccination under this Agreement.

# Government Variation Notices of the COVID-19 Vaccination Programme at Non-Clinic Setting ("Terms and Conditions")

In accordance with Clause 75 of the Agreement at Clinic which is deemed incorporated into the Agreement by virtue of Clause 29 of the Agreement, the EHCP and his Associated Organization shall be deemed to have accepted the variation of all terms and conditions of the Agreement as specified in Government Variation Notices unless the EHCP and his Associated Organization have, within fourteen days after the issue date of a Government Variation Notice, issued a notice of termination under Clause 8 of the Agreement at Clinic.

The Government Variation Notices issued are appended below:

No.	Government Variation Notice	Issue date
1.	Government Variation Notice No. 1 (Annex A)	17 July 2021
2.	Government Variation Notice No. 2 (Annex B)	18 October 2021
3.	Government Variation Notice No. 3 (Annex C)	30 December 2021
4.	Government Variation Notice No. 4 (Annex D)	19 August 2022
5.	Government Variation Notice No. 5 (Annex E)	24 November 2022
6.	Government Variation Notice No. 6 (Annex F)	22 December 2023

# Government Variation Notice No. 1 of the COVID-19 Vaccination Programme at Non-Clinic Setting ("Terms and Conditions")

17 July 2021

I refer to the captioned Terms and Conditions for Covid-19 Vaccination Programme at Non-Clinics which you have signed and returned the Enrolment Form as mentioned in Preamble (b) of the Terms and Conditions. Capitalised terms appearing herein have the meanings given to them in the Terms and Conditions (alternatively known as the Agreement).

- 2. The Government hereby announces that with effect from 16 July 2021, the Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be revised through the amendments of the following terms of the Agreement with effect from 16 July 2021 by virtue of this Government Variation Notice No 1 to be issued pursuant to Clause 73 of the Agreement at Clinic. This Clause 73 is deemed incorporated into the Agreement by virtue of Clause 30 of the Agreement. For the avoidance of doubt, the pay ability and the calculation of the one-off outreach vaccination allowance as stated in the Agreement shall remain unchanged.
- 3. Clause 25 of the Agreement shall be deleted and replaced by the following:
  - 25. Payment of the Subsidy shall be made by the Government crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall either be as set out in Clause 25.1 below (subject to the Remaining 2nd Dose Proviso) or in Clause 25.2 below, regardless of whether the first dose and the second dose are performed at the same outreach venues or different venues or even either one of them at the clinic of the EHCP and his Associated Organization:
  - 25.1. HK\$100 per dose (regardless of whether it is the first or second dose) if (a) the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered (i.e. not an Elderly as defined in Clause 25.2 below); and (b) the Vaccination is provided on or after 16 July 2021 but subject to the Remaining 2nd Dose Proviso as further defined in below; Provided that if the Eligible Person is not an Elderly (as defined in Clause 25.2 below) and has already received the first dose of COVID-19 Vaccination before 16 July 2021 from an EHCP at an outreach venue, then for the second dose of COVID-19 Vaccination to be received from that same EHCP at the same or different outreach venue on or after 16 July 2021, the subsidy shall be HK\$80 +

HK\$40 per dose but not the amount specified in Clause 25.1 above "Remaining 2nd Dose Proviso".; and

- 25.2. HK\$150 per dose (regardless of whether it is the first or second dose) if (a) the Eligible Person who has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered ("Elderly"); and (b) the Vaccination is provided on or after 16 July 2021. For the avoidance of doubt, the Remaining 2nd Dose Proviso is not applicable to this Clause 25.2.
- 4. Clause 26 of the Agreement shall be deleted in its entirety.
- 5. The definition "Subsidy" in Clause 1.1 of the Schedule shall be replaced by the follows:

"Subsidy" means the Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as stated in Clause 25.1 (subject to the Remaining 2nd Dose Proviso) or Clause 25.2, whichever is applicable, plus the one-off outreach vaccination allowance.

- 6. This Government Variation Notice No 1 shall form part of the Agreement with effect from 16 July 2021.
- 7. In accordance with Clause 74 of the Agreement at Clinic which Clause 74 is deemed incorporated into the Agreement by virtue of Clause 30 of the Agreement, the EHCP and his Associated Organization shall be deemed to have accepted the variation of all terms and conditions of the Agreement as specified in this Government Variation Notice No 1 unless the EHCP and his Associated Organization have, within fourteen days after the issue date of this Government Variation Notice No 1, issued a notice of termination under Clause 8 of the Agreement.

# Government Variation Notice No. 2 of the COVID-19 Vaccination Programme at Non-Clinic Setting ("Terms and Conditions")

18 October 2021

I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Non-Clinics which you have signed and returned the Enrolment Form as mentioned in Preamble (b) of the Terms and Conditions. Capitalised terms appearing herein have the meanings given to them in the Terms and Conditions (alternatively known as the Agreement).

- 2. The Government hereby announces that with effect from 18 October 2021, the payment and calculation of one-off outreach vaccination allowance shall be revised through the amendments of the following term of the Agreement with effect from 18 October 2021 by virtue of this Government Variation Notice No 2 to be issued pursuant to Clause 73 of the Agreement at Clinic. This Clause 73 is deemed incorporated into the Agreement by virtue of Clause 29 of the Agreement. For the avoidance of doubt, the Subsidy per dose of COVID-19 Vaccine given to Eligible Person as stated in the Agreement shall remain unchanged.
- 3. The definition "one-off outreach vaccination allowance" in Clause 1.2 of the Schedule of the Agreement shall be replaced by the following:

"one-off outreach vaccination allowance" means an allowance to be paid to the EHCP and his Associated Organization by crediting to the Nominated Account for each outreach visit to an outreach venue for the provision of Vaccination. The allowance level is based on the number of Vaccinations provided per outreach visit and are in five tiers as follows:-

- (i)\$2,120 for an outreach visiting providing 30 to 49 doses
- (ii) \$3,543 for an outreach visiting providing 50 to 79 doses
- (iii) \$5,654 for an outreach visit providing 80 to 99 doses
- (iv) \$7,067 for an outreach visit providing 100 to 149 doses
- (v) \$10,600 for an outreach visit providing more than 150 doses

No allowance will be provided for Vaccination less than 30 doses per outreach visit.

4. This Government Variation Notice No 2 shall form part of the Agreement with effect from 18 October 2021.

5. In accordance with Clause 74 of the Agreement at Clinic which is deemed incorporated into the Agreement by virtue of Clause 29 of the Agreement, the EHCP and his Associated Organization shall be deemed to have accepted the variation of all terms and conditions of the Agreement as specified in this Government Variation Notice No 2 unless the EHCP and his Associated Organization have, within fourteen days after the issue date of this Government Variation Notice No 2, issued a notice of termination under Clause 8 of the Agreement at Clinic.

# Government Variation Notice No. 3 of the COVID-19 Vaccination Programme at Non-Clinic Setting ("Terms and Conditions")

**30 December 2021** 

I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Non-Clinics which you have signed and returned the Enrolment Form as mentioned in Preamble (b) of the Terms and Conditions. Capitalised terms appearing herein have the meanings given to them in the Terms and Conditions (alternatively known as the Agreement).

- 2. The Government hereby announces that with effect from 30 December 2021, the payment and calculation of one-off outreach vaccination allowance shall be revised through the amendments of the following term of the Agreement with effect from 30 December 2021 by virtue of this Government Variation Notice No. 3 to be issued pursuant to Clause 74 of the Agreement at Clinic. This Clause 74 is deemed incorporated into the Agreement by virtue of Clause 29 of the Agreement. For the avoidance of doubt, the Subsidy per dose of COVID-19 Vaccine given to Eligible Person as stated in the Agreement shall remain unchanged.
- 3. Clause 25 of the Agreement shall be deleted and replaced by the following:
  - 25. Payment of the Subsidy shall be made by the Government crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall either be as set out in Clause 25.1 below or in Clause 25.2 below, regardless of whether the doses are performed at the same outreach venues or different venues or even either one of them at the clinic of the EHCP and his Associated Organization:
  - 25.1 HK\$100 per dose (regardless of dose sequence) if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered (i.e. not an Elderly as defined in Clause 25.2 below); and
  - 25.2 HK\$150 per dose (regardless of dose sequence) if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered ("Elderly").
- 4. Clause 26 of the Agreement shall be deleted and replaced by the following:

- 26. There will be a one-off outreach vaccination allowance payable to the EHCP and his Association for each outreach visit to an outreach venue for the provision of the Vaccination. The allowance level for an outreach visit will depend on the number of Vaccinations actually provided in that outreach visit and to be announced by the Government from time to time.
- In addition to the one-off outreach vaccination allowance under Clause 26, there will be another allowance of HK\$800 per hour and HK\$400 for each subsequent half-hour for providing dedicated one-on-one consultation or health talk by the EHCP or another doctor assigned by the Associated Organization on the same day before Vaccination in an outreach visit is to be given. The outreach visit with prior consultation or talk has to be arranged or sponsored by a Government Bureau or Department. For health talk or one-on-one consultation less than an hour but more than 30 minutes, the amount of the allowance will be HK\$400. No allowance will be paid for health talk/one-on-one consultation less than 30 minutes.
- 26A.2 The amount of time duration for consultation or health talk has to be notified to Department of Health in Notification Form at least 2 weeks before the outreach vaccination date which Notification Form shall also be countersigned by the relevant officer of the Government Bureau or Department arranging or sponsoring the consultation or health talk. The Government has the right to conduct an on-site inspection to ensure the health talk/ one-on-one consultation is provided as stated in the Notification Form.
- Payment of any approved claim of the allowance as stipulated in Clauses 26 and 26A.1 shall be made by the Government by crediting to the Nominated Account or via bank cheque to the Associated Organization as decided by the Government excluding any late claim. A claim is late if it is lodged 30 days after the outreach visit (for the allowance under Clause 26); or if it is lodged 30 days after the consultation or health talk (for the allowance under Clause 26A.1) which the Government has a right to reject payment.
- 26A.4 Each EHCP and his Associated Organization shall apply the consultation or health talk allowance claim under either VSS or RCH COVID-19 Vaccination Programme but not both.
- 5. The definition "one-off outreach vaccination allowance" in Clause 1.2 of the Schedule of the Agreement shall be replaced by the following:
  - "one-off outreach vaccination allowance" means an allowance to be paid to the EHCP and his Associated Organization by crediting to the Nominated Account or by bank cheque for each outreach visit to an outreach venue for the provision of Vaccination payable under Clause 26.1. The allowance level is

based on the number of Vaccinations provided per outreach visit and are in five tiers as follows:-

- (i)\$2,120 for an outreach visit providing 30 to 49 doses
- (ii) \$3,543 for an outreach visit providing 50 to 79 doses
- (iii) \$5,654 for an outreach visit providing 80 to 99 doses
- (iv) \$7,067 for an outreach visit providing 100 to 149 doses
- (v) \$10,600 for an outreach visit providing more than 150 doses

No allowance will be provided for Vaccination less than 30 doses per outreach visit.

- 6. This Government Variation Notice No. 3 shall form part of the Agreement with effect from 30 December 2021.
- 7. In accordance with Clause 74 of the Agreement at Clinic which is deemed incorporated into the Agreement by virtue of Clause 29 of the Agreement, the EHCP and his Associated Organization shall be deemed to have accepted the variation of all terms and conditions of the Agreement as specified in this Government Variation Notice No. 3 unless the EHCP and his Associated Organization have, within fourteen days after the issue date of this Government Variation Notice No. 3, issued a notice of termination under Clause 8 of the Agreement at Clinic.

# Government Variation Notice No. 4 of the COVID-19 Vaccination Programme at Non-Clinic Setting ("Terms and Conditions")

19 August 2022

- 1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics to which you have enrolled ("Principal Agreement") and the Supplementary Terms and Conditions of COVID-19 Vaccination Programme at Non-Clinic Setting ("Supplementary Agreement") which you have enrolled. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement.
- 2. With effect from 23 August 2022, clauses 25, 25.1and 25.2 of the Supplementary Agreement shall be revised as follows:-
  - 25 Payment of the Subsidy (other than the Time-limited Enhanced Subsidy) shall be made by the Government, on a monthly basis, within 30 days after the end of each month by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as set out in Clauses 25.1and 25.2 below. Time-limited Enhanced Subsidy shall be made by the Government on or before 30 December 2022 in one lump sum by crediting the Nominated Account in respect of all Vaccinations covered by such Subsidy.
  - 25.1 HK\$100 per dose Sinovac vaccine if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered, except that the Subsidy per dose for Sinovac vaccine if the Eligible Person is aged from 6 months to under 12 years at the time of Vaccination shall be HK\$180; and
  - 25.2 HK\$180 per dose Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered ("Elderly") except that the Subsidy per dose for the first dose of vaccination shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the calendar year when the vaccination is administered; and (b) the vaccination is

given during the period from 23 August 2022 to 30 November 2022 (both dates inclusive) ("Time-limited Enhanced Subsidy").

2.1 With effect from 15 August 2022, one additional tier of one-off outreach allowance is included and the one-off outreach allowance shall be revised as follows:-

"one-off outreach vaccination allowance" means an allowance to be paid to the EHCP and his Associated Organization by crediting to the Nominated Account or by bank cheque for each outreach visit to an outreach venue for the provision of Vaccination payable under Clause 26. The allowance level is based on the number of Vaccinations provided per outreach visit and are in six tiers as follows:
\$1,200 for an outreach visit providing 10 to 29 doses
\$2,120 for an outreach visit providing 30 to 49 doses
\$3,543 for an outreach visit providing 50 to 79 doses
\$5,654 for an outreach visit providing 80 to 99 doses
\$7,067 for an outreach visit providing 100 to 149 doses
\$10,600 for an outreach visit providing more than 150 doses

No allowance will be provided for Vaccination less than 10 doses per outreach visit.

3. This announcement shall form part of the Principal Agreement and the Supplementary Agreement with effect from the date of this announcement. Save for the changes made in this announcement, all other provisions of the Principal Agreement and the Supplementary Agreement shall remain unchanged.

# Government Variation Notice No. 5 of the Terms and Conditions of the COVID-19 VACCINATION PROGRAMME AT NON-CLINIC SETTING

**24 November 2022** 

- 1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics to which you have enrolled ("Principal Agreement") and the Supplementary Terms and Conditions of COVID-19 Vaccination Programme at Non-Clinic Setting ("Supplementary Agreement") which you have enrolled. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement.
- 2. With immediate effect, clause 25.2 of the Supplementary Agreement shall be revised as follows:-
  - 25.2 HK\$180 per dose Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered ("Elderly") except that the Subsidy per dose for the first dose of vaccination shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to 28 February 2023 (both dates inclusive) ("Time-limited Enhanced Subsidy").
- 3. This announcement shall form part of the Principal Agreement and the Supplementary Agreement with effect from the date of this announcement. Save for the changes made in this announcement, all other provisions of the Principal Agreement and the Supplementary Agreement shall remain unchanged.

# Government Variation Notice No. 6 of the Terms and Conditions of the COVID-19 Vaccination Programme at Non-Clinic Setting

#### **22 December 2023**

- 1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics to which you have enrolled ("Principal Agreement") and the Supplementary Terms and Conditions of COVID-19 Vaccination Programme at Non-Clinic Setting ("Supplementary Agreement") which you have enrolled. Unless otherwise herein defined, capitalized terms appearing herein shall have the same meanings given to them in the Terms and Conditions.
- 2. With effect from 24 December 2023, the following terms of the Agreement shall be revised by virtue of this Government Variation Notice No. 6 to be issued pursuant to Clause 74 of the Agreement.
- 3. Clause 3 of the Supplementary Agreement shall be amended to read as follows:
  - 3. The name of the EHCP, the name and address of the clinic and the telephone number in Chinese and English as provided in the Written Agreement shall be displayed at the website (<a href="https://www.chp.gov.hk/en/features/106934.html">https://www.chp.gov.hk/en/features/106934.html</a>) for search by the general public.
- 4. Clause 5 of the Supplementary Agreement shall be amended to read as follows:
  - 5. The VSS Doctors' Guide for COVID-19 Vaccination is published at the website (<a href="https://www.chp.gov.hk/en/features/106934.html">https://www.chp.gov.hk/en/features/106934.html</a>) and may be updated from time to time. EHCP and his Associated Organization (if any) are required to follow the VSS Doctors' Guide for COVID-19 Vaccination.
- 5. Clause 15 of the Supplementary Agreement shall be revised as follows:
  - 15. To prevent duplicated doses, the EHCP (and his Associated Organisation(s)) must check the Vaccination record of individuals at the eHealth System (Subsidies) before administering the COVID-19 vaccines. Each person who is responsible for administering an

authorized vaccine to a recipient for a specified purpose must ensure that informed consent is obtained as referred to in Clause 20 of the Agreement at Clinic (as from time to time amended). The EHCP (and his Associated Organisation(s)) should then assess the suitability for Vaccination, with reference to the general guidelines provided in the Doctors' Guide for COVID-19 Vaccination Programme as well as the eligibility in accordance with Clause 18 of the Agreement at Clinic (as from time to time amended), before providing the Vaccination. The Vaccination record in eHealth System (Subsidies) and Vaccination information for reimbursement claim should be input on the same date of the Vaccination. Relevant details, including the standard procedures and information to be provided / explained to recipients for obtaining informed consent, shall follow the provision as mentioned in Clauses 18 to Clause 21 of the Agreement at Clinic (as from time to time amended).

- 6. Clause 23 of the Supplementary Agreement shall be revised as follows:
  - 23. Subject to the foregoing, and to the extent not inconsistent with this Agreement, all provisions set out in Clauses 10 to 39 of the Agreement at Clinic (as from time to time amended) shall be deemed to have been incorporated into this Agreement. References in these Clauses to terms defined Clause 1.2 of the Schedule to this Agreement shall have the meanings given to them in that Clause and will not follow the meanings given to them in the Agreement at Clinic.
- 7. Clause 27 and 29 of the Supplementary Agreement shall be amended by adding the words "(as from time to time amended)" after the term "Agreement at Clinic".
- 8. This announcement shall form part of the Principal Agreement and the Supplementary Agreement with effect from the date of this announcement. Save for the changes made in this announcement, all other provisions of the Principal Agreement and the Supplementary Agreement shall remain unchanged.