

RESIDENTIAL CARE HOME VACCINATION PROGRAMME DEFINITIONS, TERMS AND CONDITIONS OF AGREEMENT AND SCHEDULE

DEFINITIONS

1. Transaction Documents

The transaction documents of the Residential Care Home Vaccination Programme (RVP) comprise the following:

- (a) Application Form (Appendix A);
- (b) Authority for Payment to a Bank (Appendix B);
- (c) this Definitions, Terms and Conditions of Agreement and Schedule (Appendix K);

(collectively, the “Transaction Documents”).

2. Other Expressions

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

“the Agreement” means the agreement made by the Government with a Visiting Medical Officer (VMO) and his Associated Organization (if any) on the terms and conditions set out in the following:

- (a) this Definitions, Terms and Conditions of Agreement and Schedule as may be amended from time to time pursuant to Clause 54; and
- (b) the Authority for Payment to a Bank in Appendix B,

and, where the context permits or requires, the terms and conditions shall include those set out in the Application Form submitted by a VMO and his Associated Organization (if any).

“Associated Organization” means a Medical Organization specified in a VMO’s Application Form to enrol in the RVP and in the Notification issued by the Government in respect of that VMO and a VMO’s Associated Organization means such Medical Organization.

“Designated Institution serving Persons with Intellectual Disability” or ***“DI”*** means

- (a) a school for children with intellectual disability, a school for children with physical disability, a school for children with visual impairment or a school for children with hearing impairment subvented under the Code of Aid for Special Schools or Code of Aid for Aided Schools under Education Bureau; or
- (b) a Day Activity Centre, Sheltered Workshop, Integration Vocational Rehabilitation Services Centre, Integration Vocational Training Centre, or District Support Centre subvented under Social Welfare Department.

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

“eHealth System (Subsidies)” or ***“eHS(S)”*** means the computer information system designated and provided by the Government from time to time to create eHS(S)A, and to support payment of Vaccination Fee and for other purposes related to RVP.

“Eligible Person” means an Eligible Person as specified in the Schedule for each specified type of Vaccination.

“Government” means the Hong Kong Special Administrative Region Government.

“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 VMO provides Vaccination to any person;
and
 - (ii) of which the Registered Medical Practitioner is the sole proprietor, a partner, shareholder or director or an officer (other than an officer employed or engaged in the capacity referred to in subparagraph (a) above).

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

“Person with Intellectual Disability” or ***“PID”*** means a person meeting the diagnostic criteria of intellectual disability under the American Psychiatric Association’s Diagnostic and Statistical Manual of Mental Disorders or as stipulated in the Doctors’ Guide on RVP.

“Registered Medical Practitioner” means a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practising certificate issued under that Ordinance.

“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 boarding section of a special school subvented under the Education Bureau, or the residential facilities of the Skills Centre (Tuen Mun) of Vocational Training Council, or a nursing home as referred to in the Hospitals, Nursing Homes and Maternity Homes Registration Ordinance (Cap. 165) which provides residential services for persons aged 60 or above in Hong Kong.

“RVP” means the Residential Care Home Vaccination Programme.

“Scheme Equipment” means any hardware, devices or other equipments which facilitate the use of the eHS(S).

“Scheme Licence” means a licence to use any software for the use of the eHS(S).

“Vaccination” means either type of the vaccinations as specified and described in the Schedule.

“Vaccination Consent Form” means a form prescribed by the Director of Health to be duly completed and signed by the Eligible Person or, if the Eligible Person is a minor or is mentally incapacitated, by his parent or guardian, or if the Eligible Person’s parent or guardian cannot be located, by his relative or the person in-charge of the RCH or DI of which the Eligible Person is a resident, student, service user or trainee (the Person-in-Charge), as the case may be, to give his consent or consent on behalf of the Eligible Person to receive Vaccination under the RVP and, to confirm, where the form is completed and signed by his relative or the Person in-Charge, that his parent or guardian cannot be located.

“Vaccination Fee” means the amount per dose of Vaccination paid or to be paid by the Government as specified in the Schedule to the Agreement.

“Vaccination Office” means Vaccination Office of the Department of Health of the Government.

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

“Visiting Medical Officer” or **“VMO”** means a Registered Medical Practitioner whose application to enrol in the RVP is accepted by the Government.

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 other 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 organizations 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, sub-clause, paragraph, sub-paragraph, appendix or attachment by number or by letter in a Transaction Document shall be construed as (unless the context otherwise requires) 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; and
- (k) the words “include” and “including” shall be construed without limitation to the words following.

TERMS AND CONDITIONS OF AGREEMENT WITH VMO AND ASSOCIATED ORGANIZATION

Preamble

- (A) The Government as represented by the Director of Health may invite a Registered Medical Practitioner to enrol in the RVP as it thinks fit.
- (B) If a Registered Medical Practitioner's application to enrol in the RVP is accepted by the Government, the Registered Medical Practitioner and his Medical Organization are required to observe the terms and conditions set out in the Agreement.

Operative Part

1. In consideration of the Government agreeing to pay the Vaccination Fee in respect of a Vaccination in accordance with the terms and conditions of the Agreement, a VMO and his Associated Organization (if any) jointly and severally undertake and agree to observe the terms and conditions of the Agreement.
2. Each of the VMO and his Associated Organization shall inform in writing to the Vaccination Office immediately of any changes in any information or document submitted to the Government in relation to the RVP (including any information submitted in the VMO's application to enrol in the RVP) and of any material change in circumstances affecting an applicant's eligibility or application for enrolment in the RVP including any incidents of professional misconduct or negligence, whether substantiated or not.
3. Any VMO planning to cease practice and/or to terminate his participation in the RVP shall provide not less than one month's prior written notice to the Vaccination Office and shall return all Scheme Equipment in accordance with Clause 6(b).
4. The Government may at any time terminate the RVP and such termination shall not affect the Government's liability in respect of any VMO or any Associated Organization under the Agreement.

5. A person shall cease to be a VMO and the Agreement shall terminate forthwith upon the VMO ceasing to be registered or is suspended from practising as a Registered Medical Practitioner.
6. Immediately upon a person ceasing to be a VMO:
 - (a) the Government shall have no obligation to pay that person or his Associated Organization any Vaccination Fee for any Vaccination provided to an Eligible Person if the Eligible Person or, where the Eligible Person is a minor or mentally incapacitated, his parent, guardian, relative or the Person-in-charge completed and signed the Vaccination Consent Form on or after the date on which the person ceases to be a VMO;
 - (b) the person shall and his Associated Organization shall in respect of that person:
 - (i) cease to use any of the Vaccination Consent Form and cease to use or otherwise input any data into the eHS(S);
 - (ii) not procure or permit any Eligible Person or a parent, guardian, relative of an Eligible Person or the Person-in-Charge to complete or execute any Vaccination Consent Form or any other forms or documents that may be prescribed by the Government or the Director of Health in relation to the RVP;
 - (iii) if required by the Government, remove all software provided by the Government for the purpose of the RVP 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 RVP or accessing the eHS(S) within 7 days of the cessation; and
 - (v) comply with all directions and requirements made or imposed by the Government for the purpose of giving effect to the cessation of the person to be a VMO.
 - (c) The Scheme Licence shall terminate forthwith.

7. The Government may at any time terminate the Agreement forthwith by written notice to a VMO if:
 - (a) the Government is of the reasonable opinion that the VMO has failed to provide Vaccination in a professional manner or has otherwise committed professional misconduct or malpractice; or
 - (b) the VMO or his Associated Organization fails to comply with any clause of the Agreement or with any direction given or requirement imposed by the Government or Director of Health under the Agreement or in relation to the RVP.
8. The Government and the VMO (or his Associated Organization) may terminate the Agreement by giving the other party 7 days' prior written notice and the Agreement shall terminate on the date specified in the notice.
9. Without prejudice to Clause 5, upon the early termination of the Agreement, a Registered Medical Practitioner shall immediately cease to be a VMO.
10. The early termination of the Agreement shall be without prejudice to any clauses (including Clauses 1 to 4, 6, 14 to 18, 22 to 42, 44 to 56) 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.

eHealth System (Subsidies) or eHS(S)

11. It is a condition precedent to any enrolment by a Registered Medical Practitioner in the RVP that the Registered Medical Practitioner subscribes to the eHS(S) prescribed by the Director of Health for the RVP in the manner specified by the Director of Health within 21 days of a notice issued by the Director of Health requesting subscription to the eHS(S).
12. Save as otherwise expressly provided for in the Agreement or specified by the Government, a VMO and his Associated Organization shall provide all such computer hardware, software, equipments, machineries, devices and facilities

and obtain all such utilities required for the use of the eHS(S) at the VMO's own costs and expenses.

13. The Government may, for the purpose of facilitating a VMO's use of the eHS(S), provide the VMO Scheme Equipment, or grant or procure a grant of the Scheme Licence to the VMO on such terms and conditions as the Government may specify from time to time.
14. Without prejudice to the use of eHS(S) in relation to other health care service schemes provided by the Government, a VMO and his Associated Organization shall use the eHS(S) solely for the purpose of providing Vaccination or enabling the payment of Vaccination Fee under the RVP.
15. Without prejudice to the use of eHS(S) in relation to other health care service schemes provided by the Government, an Associated Organization shall not, and a VMO shall ensure that his Associated Organization will not use or otherwise deal with the eHS(S), the Scheme Equipment, the Scheme Licence and any data kept therein for purposes other than those specified in the Agreement.
16. A VMO and his Associated Organization acknowledges that a Scheme Equipment and a Scheme Licence may be subject to the proprietary rights of third parties. The VMO undertakes not to use the Scheme Equipment or the Scheme Licence for any purposes other than those specified in the Agreement or permitted by the Government unless with prior written consent of the Government and shall not transfer any Scheme Equipment to other parties. The VMO and his Associated Organization shall be responsible for any liabilities arising out of any actions, claims or demands in connection with the VMO's use of the Scheme Equipment or the Scheme Licence.
17. A VMO shall not make any modifications to the Scheme Equipment or the Scheme Licence unless prior written consent of the Government has been obtained.
18. A VMO shall be responsible for the safe custody of and the due return to the Government of Scheme Equipment including but not limited to authentication tokens and all copies of software covered by the Scheme Licence. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the VMO, the VMO shall pay to the Government administrative

fees, which may be revised from time to time and will be published on the website of the Centre for Health Protection (www.chp.gov.hk), as compensation to the Government for the loss and damage suffered.

Obligations of VMO

19. If an Eligible Person or, where the Eligible Person is a minor or mentally incapacitated, his parent or guardian, requests a VMO to provide him or the Eligible Person Vaccination, the VMO shall obtain a duly completed Vaccination Consent Form signed by the Eligible Person, his parent or guardian.
20. If the Eligible Person is a minor or mentally incapacitated and his parent or guardian cannot be located, the VMO shall obtain a duly completed Vaccination Consent Form signed by the relative of the Eligible Person or the Person-in-Charge and confirming that the parent or guardian of the Eligible Person cannot be located.
21. On the condition that an Eligible Person or, where the Eligible Person is a minor or mentally incapacitated, his parent, guardian, relative or Person -in-Charge has duly completed and signed a Vaccination Consent Form, a VMO shall provide the type of Vaccination requested to an Eligible Person by following the steps below:
 - (i) request the Eligible Person to produce a valid identity document, as specified in the Schedule to the Agreement, showing his/her identity;
 - (ii) log on to the eHS(S);
 - (iii) search and retrieve the eH(S)A of the Eligible Person, or if an eH(S)A is not yet created, input the information required by the eHS(S) to create an eH(S)A for the Eligible Person;
 - (iv) check if there is any record in the eHS(S) showing that the Eligible Person has ever received the Vaccination requested;
 - (v) verify the Eligible Person's past vaccination history and vaccination record, including checking for any repeated

Vaccinations of the same type within a particular Vaccination Period and decide whether the Eligible Person is clinically indicated for the Vaccination requested;

- (vi) provide the Vaccination requested in accordance with the requirement set out in the Schedule if there is no record showing that the Eligible Person has received the Vaccination requested within the Vaccination Period and that the Eligible Person is clinically indicated for the Vaccination;
- (vii) check Vaccination Consent Form and identity of the Eligible Person before providing Vaccination;
- (viii) update the personal copy of the immunisation record kept by the Eligible Person and mark the date of Vaccination in the Vaccination Consent Form after administering the Vaccination requested;
- (ix) sign and complete the list of vaccine recipients maintained by the RCH or DI to certify that the Vaccination requested has been given to the Eligible Person; and
- (x) input all information required by the eHS(S) and submit claim for Vaccination Fee within 7 calendar days from the date of the Vaccination.

22. Any claim for Vaccination Fee not made within the timeline set out in Clause 21(x) above will be considered a late claim and the Government shall have absolute discretion to refuse payment of Vaccination Fee to the VMO or his Associated Organization in the case of a late claim. In exercising the said discretion, the Government will take into account whether the VMO or his Associated Organization has had a past record of submitting late claims and whether there is any justification for lodging a late claim.

23. Notwithstanding clause 22, the Government will not pay any Vaccination Fee to a VMO or his Associated Organization if the claim for Vaccination Fee is not submitted to the Government within 90 calendar days counting from the date of the Vaccination administered.

24. A VMO agrees and undertakes to obtain from an Eligible Person or, where the Eligible Person is a minor or mentally incapacitated, his parent or guardian, or where his parent or guardian cannot be located, his relative or the Person-in-Charge, a duly completed and signed Vaccination Consent Form for the use and transfer of the Eligible Person's personal data to the Government (including the Department of Health and the Immigration Department) for the creation of an eH(S)A, if the Eligible Person does not have an eH(S)A, and for the administration and monitoring of the RVP, which includes but is not limited to verification with record kept by the Immigration Department to ascertain eligibility for receiving Vaccination under the RVP and to declare via the eHS(S) that such a consent has been obtained for each eH(S)A created. A VMO also warrants that the consent required will have been obtained prior to the creation of an eH(S)A of the Eligible Person. For the purpose of this Clause, the Government includes the consultants, advisers and contractors appointed for the purpose of maintaining, operating and monitoring the eHS(S) and the RVP.
25. In relation to a Vaccination provided to an Eligible Person, a VMO and his Associated Organization shall not demand the Eligible Person or his parent, guardian or relative or the Person-in-Charge to pay any fees to the VMO or his Associated Organization.
26. Neither a VMO nor his Associated Organization shall enter into any agreement or arrangement with an Eligible Person or his parent, guardian, relative or the Person-in-Charge which has the effect of:
- (a) modifying any requirements prescribed by the Director of Health for the purpose of or in relation to the RVP (including this Agreement); or
 - (b) sharing any Vaccination Fee received from the Government with the Eligible Person or his parent, guardian or relative of an Eligible Person.
27. Neither a VMO nor his Associated Organization shall enter into any agreement or arrangement with a RCH, DI or a Person-in-Charge which has the effect of sharing any Vaccination Fee received from the Government with the RCH, DI or the Person-in-Charge.

28. A VMO and his Associated Organization shall submit to the Government such other information or document as may be required by the Director of Health from time to time in relation to the RVP.

Payment by the Government

29. Subject to Clauses 6, 30 and 31, the Government shall, in respect of each Vaccination provided to an Eligible Person in accordance with the Agreement, pay the VMO or the Associated Organization the Vaccination Fee for the Vaccination provided by 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 VMO 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 VMO or his Associated Organization under the Agreement.
30. The Government shall have no obligation to pay a VMO or his Associated Organization any Vaccination Fee if any information provided by the VMO to the Government under or in relation to the RVP is at any time found to be incomplete, untrue or inaccurate or if the VMO or his Associated Organization is in breach of any clauses of the Transaction Documents.
31. Notwithstanding any clause herein, if the Government at any time certifies that the Government has overpaid a VMO or his Associated Organization, the Government may:
- (a) set off such overpaid amount from any sums which may thereafter be payable by the Government to the VMO or his Associated Organization; or
 - (b) direct the VMO or his Associated Organization to forthwith repay the Government the amount overpaid on a date specified by the Government and withhold any sums due to the VMO or the Associated Organization under Clause 29 until the VMO or the Associated Organization has fully repaid the overpaid amount.

32. Neither a VMO nor an Associated Organization may charge any person any fees for completing the Vaccination Consent Form.

Directions

33. A VMO and his Associated Organization shall comply with all directions given by the Director of Health or the Government or any employee, officer or agent of the Government from time to time under the Agreement or in relation to the RVP.
34. If a VMO or his Associated Organization fails to comply with any clause of the Agreement or any direction referred to in Clause 33, the Government may, without prejudice to the right to issue a notice under Clause 7 or 8, issue a notice in writing to the VMO or the Associated Organization to require the VMO or the Associated Organization to make good or rectify the non-compliance by the date specified and in accordance with the requirements of the notice.

Information and keeping of records

35. A VMO shall keep the Government informed immediately of any changes or proposed changes to his status as a person registered under the Medical Registration Ordinance (Cap. 161).
36. Without prejudice to Clause 35, a VMO shall notify the Government forthwith of his becoming aware of:
- (a) any action taken (or proposed to be taken) or any order made (or proposed to be made) to remove him from the register maintained pursuant to the Medical Registration Ordinance (Cap. 161) and on which his name has been entered;
 - (b) any action, disciplinary proceeding or inquiry being taken against him by any person; or

- (c) any complaints filed or claims made (whether or not any legal action is threatened) against him for any act, negligence, misconduct or malpractice.
37. A VMO shall provide the Government with such information as may be requested by the Government in relation to any of the matters referred to in Clause 35 or 36.
38. A VMO and his Associated Organization (if any) shall keep in his or their (as the case may be) premises where the VMO practices his profession for a period of not less than seven years the original copies of all Vaccination Consent Form duly completed and signed by an Eligible Person or his parent, guardian or relative or the Person-in-Charge.
39. A VMO 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.
40. Each of the VMO and his Associated Organization undertakes to provide true, accurate and complete information and documents to the Government under or in relation to the RVP and warrants 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 RVP are true, accurate and complete.
41. The Government, the Director of Health or any person authorized by the Director of Health may by prior notice to a VMO or his Associated Organization attend at any premises of the VMO or his Associated Organization at reasonable hours to inspect and obtain any information or record kept or required to be kept by the VMO or the Associated Organization under the Agreement, or to ascertain whether the provisions of the Agreement are complied with. The VMO and his Associated Organization shall fully co-operate with and give all assistance required by the Government, the Director of Health and the person authorized by the Director of Health.
42. The VMO 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 kept or required to be kept by the VMO or the Associated Organization under the Agreement and to the premises at which

they are kept. The VMO and the Associated Organization shall, if so requested by the Government, the Director of Health or the authorized person, provide them with copies of such 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 his parent, guardian or relative or the Person-in-Charge to verify such information and record if necessary.

Publication

43. The Government may use any of the personal data of a VMO for the purposes set out in the Statement of Purpose in the Application Form and Authority for Payment to a Bank. Each of the VMO and his Associated Organization agrees that the Government may publish any or both of their names and the particulars of his or the VMO's practice at any time for the purpose of the RVP.

Government Disclaimer

44. The Government does not warrant or represent that:
- (a) its title to and property in the eHS(S), the Scheme Equipment or the Scheme Licence are free and unencumbered;
 - (b) the eHS(S), the Scheme Equipment or the Scheme Licence is free from defects in materials, design and workmanship;
 - (c) the use of the eHS(S), the Scheme Equipment or the Scheme Licence will meet a VMO's or his Associated Organization's data processing requirements, the requirements of the or the requirements of any machine, equipment or hardware or software used or to be used by the VMO or his Associated Organization in relation to the eHS(S); or
 - (d) the operation of the eHS(S), the Scheme Equipment or the Scheme Licence will be uninterrupted or error free.
45. The Government shall not be liable to a VMO or his Associated Organization for any claims, actions, investigations, demands, proceedings brought or instituted

against the VMO or his Associated Organization, or any liabilities, compensation, damage, loss, costs, charges and expenses which the VMO or his Associated Organization may sustain or incur in relation to the VMO's enrolment in the RVP, the use of the eHS(S), the Scheme Equipment or the Scheme Licence, or inability to obtain any Vaccination Fee under the Agreement for any Vaccinations given.

Confidentiality

46. Each of the VMO and his Associated Organization undertakes and agrees to keep all information provided by the Government in relation to the RVP confidential. Neither the VMO nor his Associated Organization shall disclose any such information to any person without the prior written consent of the Government.

Indemnity

47. Each of the VMO 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 relate in any way to:

- (i) any non-compliance by the VMO, his Associated Organization, or any employees, agents or sub-contractors of the VMO 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 VMO or his Associated Organization, or any

employees, agents or sub-contractors of the VMO or his Associated Organization in the operation of the RVP; or

(iii) the data or information provided by the VMO or his Associated Organization or any employees, agents or sub-contractors of the VMO or his Associated Organization in the process of requesting payment of Vaccination Fee; or

(iv) the enrolment by the VMO in the RVP.

48. Without prejudice to Clause 47, any act, default, neglect or omission of any sub-contractor or employee or agent of a VMO or his sub-contractor shall be deemed to be the act, default, neglect or omission of the VMO, and any act, default, neglect or omission of any employee, agent or sub-contractor of an Associated Organization shall be deemed to be the act, default, neglect or omission of the Associated Organization.
49. Each of the VMO 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 clauses of the Agreement.
50. The Agreement is governed by and construed in accordance with the laws of Hong Kong and each of the VMO and his Associated Organization irrevocably and unconditionally submits to the exclusive jurisdiction of any of the courts of Hong Kong.
51. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
52. Neither a VMO nor an Associated Organization shall represent himself as an employee, servant, agent or partner of the Government. Neither a VMO 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.
53. Neither a VMO 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.

54. The Government may at any time vary or supplement any terms or conditions of the Agreement by prior written notice to a VMO and his Associated Organization.
55. The definitions and rules of interpretation set out in the Definitions shall apply to the Agreement.
56. Any clause 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 clauses of the Agreement nor affect the validity or enforceability of that clause in any other jurisdiction.

SCHEDULE

1. Pneumococcal Vaccination

The vaccines for pneumococcal vaccination are provided by the Government in the following manner.

For Eligible Persons who have never received 13-valent pneumococcal conjugate vaccine (PCV13) or 23-valent pneumococcal polysaccharide vaccine (23vPPV), one PCV13 vaccination, which is one dose of PCV13, followed by one 23vPPV vaccination, which is one dose of 23vPPV, separated by a period of not less than 1 year, are required.

For Eligible Persons who have received 23vPPV vaccination, one PCV13 vaccination, which is one dose of PCV13, is required at least one year after the previous 23vPPV vaccination.

For Eligible Persons who have received PCV13 vaccination, one 23vPPV vaccination, which is one dose of 23vPPV, is required at least one year after the previous PCV13 vaccination.

The Vaccination Fee payable under the RVP is HK\$50 per dose of pneumococcal vaccine, i.e. PCV13 or 23vPPV, administered to an Eligible Person during the Vaccination Period.

“Eligible Person” means a person who holds a valid identity document, as set out in the Sample of Documents included as Annex A to the Doctors’ Guide under the RVP, and belongs to one of the following categories:

- (a) an inmate of a residential care home for the elderly as defined and licensed under the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459);
- (b) an inmate of a nursing home as referred to in the Hospitals, Nursing Homes and Maternity Homes Registration Ordinance (Cap. 165) which provides residential services for persons aged 60 or above; or
- (c) an inmate of a residential care home for persons with disabilities as defined and issued with a licence or certificate of exemption under the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613) who is aged 65 or above in the calendar year when the Vaccination is given.

“Vaccination Period” means the period announced by the Vaccination Office for giving pneumococcal vaccination to Eligible Persons under the RVP.

2. Seasonal Influenza Vaccination (Northern Hemisphere)

The vaccines for seasonal influenza vaccination (Northern Hemisphere) are provided by the Government. For Eligible Persons aged 9 years or above, one seasonal influenza vaccination (Northern Hemisphere), which is one dose of seasonal influenza vaccine (Northern Hemisphere), is required each year. For Eligible Persons aged below 9 who have never received any seasonal influenza vaccination (Northern Hemisphere), two seasonal influenza vaccinations (Northern Hemisphere) separated by a period of not less than 4 weeks are required.

The Vaccination Fee payable under the RVP is HK\$50 per dose of seasonal influenza vaccination (Northern Hemisphere) administered to an Eligible Person during the Vaccination Period.

“Eligible Person” means a person who holds any valid identity documents, as set out in the Sample of Documents included as Annex A to the Doctors’ Guide under the RVP, and belongs to one of the following categories:

- (a) an inmate of a residential care home for the elderly as defined and licensed under the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459);
- (b) an inmate of a nursing home as referred to in the Hospitals, Nursing Homes and Maternity Homes Registration Ordinance (Cap. 165) which provides residential services for persons aged 60 or above;
- (c) an inmate of a residential care home for persons with disabilities as defined and issued with a licence or certificate of exemption under the Residential Care Homes (Persons with Disabilities) Ordinance, (Cap. 613), or the boarding section of a special school subvented under the Education Bureau, or the residential facilities of Skills Centre (Tuen Mun) of Vocational Training Council;
- (d) a person who is employed and is working in a residential care home or nursing home mentioned in (i), (ii) or (iii) above;
- (e) a PID studying in a school for children with intellectual disability, a school for children with physical disability, a school for children with visual impairment or a school for children with hearing impairment listed in the list of aided special schools published in the website of Education Bureau; or

- (f) a PID receiving services in a subvented Day Activity Centre, subvented Sheltered Workshop, subvented Integration Vocational Rehabilitation Services Centre, subvented Integration Vocational Training Centre, subvented District Support Centre published in the website of Social Welfare Department.

“Vaccination Period” means a period announced by the Vaccination Office for giving seasonal influenza vaccination (Northern Hemisphere) to Eligible Persons under the RVP.