

**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) Definitions, Terms and Conditions of Agreement, and Schedule (Appendix C);

(collectively, the “Transaction Documents”).

**2. Definitions**

The following expressions when used in the Covering Notes for Application by Visiting Medical Officer to Enrol in the Residential Care Home Vaccination Programme, 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 made by the Government with an Enrolled Health Care Provider (EHCP) and his Associated Organization (if any) on the terms and conditions set out in the following:

- (a) these Definitions, Terms and Conditions of Agreement, and Schedule in Appendix C; and

(b) the Authority for Payment to a Bank on the terms 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 an EHCP and his Associated Organization (if any).

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

**“Consent for Vaccination”** means a form prescribed by the Director of Health to be duly completed and signed by the Eligible Person or the parent/guardian of the Eligible Person who is mentally incapacitated under which the Eligible Person or his parent/guardian (as the case may be) consents to Vaccination.

**“eHealth Account”** means an account established for an Eligible Person under the eHealth System.

**“eHealth System”** means the computer information system designated and provided by the Government from time to time to support payment of Vaccination Fee and other purposes relating to RVP.

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

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

**“Medical Organization”** means

- (a) an organization (whether incorporated or not) which employs or engages a Registered Medical Practitioner to provide vaccination service to any person;
- (b) an organization (whether incorporated or not):

- (i) under whose name a Health Care Provider provides vaccination service 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.

***“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 a residential care home for persons with disabilities as appearing on the list of residential care homes for persons with disabilities maintained by the Social Welfare Department, or the boarding section of a special school subvented under the Education Bureau; or the Skill 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.

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

***“Vaccination”*** means a vaccination as specified in the Schedule.

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

### **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, 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; and
- (k) the words “include” and “including” shall be construed without limitation to the words following.

## **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 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 the Medical Organization specified in the Registered Medical Practitioner’s application 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, an EHCP 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 EHCP and his Associated Organization shall inform in writing the Vaccination Office, Department of Health of the Government (“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 EHCP’s application to enrol in the RVP) and of any material change in circumstances affecting the Application’s eligibility for enrolment in the RVP or otherwise this application including any incidents of professional misconduct or negligence (substantiated or alleged). Any EHCP planning to cease practice and/or their involvement in the RVP shall provide not less than one month’s prior written notice to the Vaccination Office and return all Scheme Equipment in accordance with clause 5.

3. The Government may at any time terminate the RVP without incurring any liability to any EHCP or any Associated Organization.
4. 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 within the meaning of the Medical Registration Ordinance (Cap. 161).
5. Immediately upon a person ceasing to be an EHCP:
  - (a) the Government shall cease to have any obligation to pay that person or his Associated Organization any sums in Vaccination Fee of any Vaccination that an Eligible Person or a parent/guardian of an Eligible Person consents in a Consent for Vaccination 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 for Vaccination and cease to use or otherwise input any data into the eHealth System;
    - (ii) not procure or permit any Eligible Person or a parent/guardian of an Eligible Person to complete or execute any Consent for Vaccination 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 eHealth System within 7 days;
    - (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.
6. The Government may at any time terminate the Agreement forthwith by written notice to an EHCP if:
- (a) the Government is of the reasonable opinion that the EHCP has failed to provide vaccination service in a professional manner or has otherwise committed of professional misconduct or malpractice; or
  - (b) 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 in relation to the RVP.
7. The Government and the EHCP may also terminate the Agreement for any reason whatsoever on giving the EHCP 7 days' prior written notice and the Agreement shall terminate on the date specified in the notice.
8. Without prejudice to Clause 4, upon the termination of the Agreement, a medical practitioner shall immediately cease to be an EHCP, provided that 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.

### **eHealth System**

9. It is a condition precedent to any enrolment by a Registered Medical Practitioner in the RVP that the Registered Medical Practitioner subscribes to the eHealth System prescribed by the Director of Health for the RVP 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.
10. 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 at the EHCP's own cost and expense.

11. The Government may, for the purpose of facilitating an EHCP's use of the eHealth System, 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.
12. An EHCP shall use the eHealth System solely for the purpose of enabling the payment of Vaccination Fee under the RVP.
13. An Associated Organization shall not, and an EHCP shall ensure that his Associated Organization will not, use or otherwise deal with the eHealth System, the Scheme Equipment, the Scheme Licence and any data kept therein.
14. 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.
15. 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.

### **Payment by the Government**

16. The EHCP shall obtain from the Eligible Person or a parent/guardian of an Eligible Person a duly completed and signed Consent for Vaccination.
17. On condition that an Eligible Person or a parent/guardian of an Eligible Person has consented to Vaccination, the EHCP shall follow the steps below:

- (i) request the Eligible Person to produce his 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 a valid certificate of exemption 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 Registration of Persons Ordinance (Cap. 177); or for a person aged below 11 in the calendar year when the vaccination is given a valid 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 a valid certificate of exemption 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 Registration of Persons Ordinance (Cap. 177), or a valid Birth Certificate issued under section 9(4) of the Births and Deaths Registration Ordinance (Cap 174); or valid travel document showing his/her Hong Kong resident status for verification of eligibility;
- (ii) log on to the eHealth System;
- (iii) search and retrieve the eHealth Account of the Eligible Person, or if an eHealth Account is not yet created input the information required in the eHealth System in respect of the Eligible Person to create an eHealth Account;
- (iv) check if there is any record of the Eligible Person receiving the Vaccination in the eHealth System;
- (v) verify the Eligible Person’s past vaccination history and vaccination record, and consider and decide whether the Eligible Person is clinically indicated for the Vaccination;
- (vi) provide the Vaccination promptly if there is no record of the Eligible Person receiving the Vaccination before and the Eligible Person is clinically indicated for the Vaccination;

- (vii) complete the Eligible Person's hand held immunisation record;
  - (viii) sign and complete the list of vaccine recipients maintained by the RCH certifying that Vaccination has been given to Eligible Persons; and
  - (ix) input all information required by the eHealth System and submit claim for vaccination fee within seven days of the Vaccination.
- 18. An EHCP agrees, warrants and undertakes that prior to the creation of an eHealth Account of the Eligible Person, he shall have obtained from the Eligible Person or a parent/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 the eHealth Account, administration and monitoring of RVP, including but not limited to a verification procedure by electronic means with data kept by the Immigration Department. An EHCP shall declare via the eHealth System that such a consent has been obtained for each eHealth Account created.
- 19. In relation to a vaccination service provided by an EHCP to an Eligible Person, each of the EHCP and his Associated Organization shall not demand an Eligible Person or a parent/guardian of an Eligible Person who consents to Vaccination to pay any amount to the EHCP or his Associated Organization.
- 20. Neither an EHCP nor his Associated Organization shall enter into any agreement or arrangement with an Eligible Person or a parent/guardian of an Eligible Person which has the effect of:
  - (a) modifying any provision of any forms or documents prescribed by the Director of Health for the purpose of or in relation to the RVP; or
  - (b) sharing the value of any Vaccination Fee with the Eligible Person or a parent/guardian of the Eligible Person.
- 21. 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 RVP.

22. Subject to Clauses 5, 23 and 24(b), the Government shall, in respect of each transaction for Eligible Person accepted by the Government, pay the EHCP or the Associated Organization the Vaccination Fee for vaccination provided in the Vaccination Period. 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.
23. The Government shall have no obligation to pay an EHCP or his Associated Organization any Vaccination fee if any information provided by the EHCP to the Government under or in relation to the RVP 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 Transaction Documents.
24. Notwithstanding anything 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 overpaid on a date specified by the Government and the EHCP or the Associated Organization (as the case may be) shall comply with the direction. The Government has the right to withhold any sums due to the EHCP or the Associated Organization under clause 22 until the EHCP or the Associated Organization has fully repaid the aforesaid amount.

This Clause shall survive the expiry or termination of the Agreement.

25. Neither an EHCP nor an Associated Organization may charge any person any

fees for completing the Consent for Vaccination.

### **Directions**

26. 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 RVP.
27. If an EHCP or his Associated Organization fails to comply with any provision of the Agreement or any direction referred to in Clause 26, without prejudice to the right of the Government to issue a notice under Clause 6 or 7, 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**

28. 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).
29. Without prejudice to Clause 28, 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.

30. 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 28 or 29.
31. An EHCP and his Associated Organization (if any) shall keep in his or their (as the case may be) practice clinic(s) for a period of not less than seven years all original copies of Consent for Vaccination duly completed and signed by the Eligible Person or parent/guardian of the Eligible Person (as the case may be).
32. 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.
33. 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 RVP are true, accurate and complete.
34. The Government, the Director of Health or any person authorized by the Director of Health 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/guardian of the Eligible Person to verify the information and record if necessary.

This Clause shall survive the expiry or termination of the Agreement.

## **Publication**

35. The Government may use any of 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 the Government may publish any or both of their names and the particulars of practice at any time for the purpose of the RVP.

## **Government Disclaimer**

36. The Government does not warrant or represent that:
- (a) its title to and property in the eHealth System, the Scheme Equipment or the Scheme Licence are free and unencumbered;
  - (b) the eHealth System, the Scheme Equipment or the Scheme Licence is free from defects in materials, design and workmanship;
  - (c) the use of the eHealth System, the Scheme Equipment or the Scheme Licence 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; or
  - (d) the operation of the eHealth System, the Scheme Equipment or the Scheme Licence will be uninterrupted or error free.
37. 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 RVP, the use of the eHealth System, the Scheme

Equipment or the Scheme Licence, or inability to obtain any Vaccination Fee for vaccination service.

### **Confidentiality**

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

39. 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 RVP; 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 Vaccination Fee; or

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

40. Without prejudice to Clause 39, 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.

41. 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.

42. 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.

43. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.

44. 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.

45. 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.

46. The Government may at any time vary or supplement any terms or conditions of the Agreement by prior written notice to an EHCP and his Associated Organization.
47. The definitions and rules of interpretation set out in the Definitions shall apply to the Agreement.
48. 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.

## **SCHEDULE**

### **1. Pneumococcal Vaccination**

The Vaccination Fee is HK\$50 per injection performed by the EHCP of the pneumococcal vaccines provided by the Government which is paid or to be paid by the Government to an Eligible Person during the Vaccination Period in accordance with the terms of the Agreement.

**“Eligible Person”** means a person who holds a valid Hong Kong Identity Card or who is exempted from registering or applying for the issue of a Hong Kong Identity Card under reg. 25(e) of the Registration of Persons Regulations, Cap 177A and belongs to one of the following categories:

- (a) an inmate of a residential care home for the elderly 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 appearing on the list of residential care homes for persons with disabilities maintained by the Social Welfare Department or the boarding section of a special school subvented under the Education Bureau, or Skill Centre (Tuen Mun) of Vocational Training Council who is aged 65 or above in the calendar year when the Vaccination is given.

**“Vaccination Period”** means the specified period or periods prescribed by the Vaccination Office of the Department of Health.

### **2. Seasonal Influenza Vaccination**

The Vaccination Fee is HK\$50 per injection performed by the EHCP of the seasonal influenza vaccines provided by the Government which is paid or to be paid by the Government to an Eligible Person during the Vaccination Period in accordance with the terms of the Agreement.

**“Eligible Person”** means a person who holds a valid Hong Kong Identity Card or who is exempted from registering or applying for the issue of a Hong Kong Identity Card under reg. 25 of the Registration of Persons Regulations (Cap 177A), or for a person aged below 11 in the calendar year when the vaccination is given who holds a valid 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 a valid certificate of exemption issued by the Commissioner of Registration to a person who by virtue of regulation 25(e) of the Registration of Persons Regulation (Cap 177A) is not required to be registered under the Registration of Persons Ordinance (Cap. 177), or a valid Birth Certificate or valid travel document showing his/her Hong Kong resident status, and belongs to one of the following categories:

- (a) an inmate of a residential care home for the elderly 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 appearing on the list of residential care homes for persons with disabilities maintained by the Social Welfare Department or the boarding section of a special school subvented under the Education Bureau, or Skill 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 (a), (b) or (c) above

***“Vaccination Period”*** means the periods specified by the Vaccination Office of the Department of Health for the first dose and second dose of seasonal influenza vaccination respectively.