

**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 document titled “Definitions, Terms and Conditions of Agreement and Schedule” (Appendix K) as from time to time amended pursuant to Clause 69 of the Operative Part of this document;

(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 in relation to RVP between the Government on one hand, and a Visiting Medical Officer (VMO) and his Associated Organisation (if any) on the other, as constituted by the VMO and his Associated Organisation (if any) submitting an Application Form for joining RVP and the Government accepting the Application Form. The Agreement shall contain all provisions set out in the Transaction Documents (as from time to time amended) and in the Doctors’ Guide (including without limitation this Appendix K covering the Definitions, Preamble and the Operative Part) and the aforesaid Application Form.

“Associated Organization” means the Medical Organization specified in the application to enrol in the RVP submitted by the VMO.

“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 the Education Bureau, listed in the list of aided special schools published in the website of Education Bureau; or
- (b) a Day Activity Centre, Sheltered Workshop, Integration Vocational Rehabilitation Services Centre, Integration Vocational Training Centre, or District Support Centre receiving subvention from the Social Welfare Department, published in the website of Social Welfare Department.

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

“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 eH(S)A, and to support payment of Vaccination Fee and for other purposes related to RVP.

“Eligible Person” means in relation to each type of Vaccinations, an Eligible Person as specified in the Schedule for such type of Vaccination.

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

“Informed Consent” means the consent to be given voluntarily by an Eligible Person who is not a minor or mentally incapacitated. By “voluntarily”, it is meant that when giving the consent, the Eligible Person has to have the ability to make this decision and should be able to comprehend the information given by the VMO well enough to understand the treatment or procedure: i.e. the nature, effect and risks of the proposed treatment and other options (including the option of no treatment).

“Licensed Clinical Waste Collector” means a collector with the relevant licences issued by the Environmental Protection Department to collect and dispose clinical waste under the Waste Disposal Ordinance (Cap. 354).

“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-in-Charge” means in relation to an Eligible Person, the person-in-charge of the RCH or DI or RCCC of which that Eligible Person is a resident, student, service user or trainee.

“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.

“Primary Care Directory” or ***“PCD”*** means a web-based directory, maintained by the Primary Healthcare Office, containing personal and practice-based information about different primary care providers to facilitate members of the public to search for their own primary care providers. The primary care providers currently at the directory are registered medical practitioners, dentists and Chinese medicine practitioners.

“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 receiving subvention from the Education Bureau (which is also a boarding school within the meaning in the Education Regulations (Cap 279A)), 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.

“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).

“RVP” means the Residential Care Home Vaccination Programme.

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

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

“Target Group” means in relation to a type of Vaccination, a group of Eligible Persons in respect of such Vaccination as specified in the Schedule.

“Vaccination” or **“Vaccine”** means any one type of the vaccinations as specified and described in the Schedule.

“Vaccination Consent Form” means a hard copy form prescribed by the Director of Health to be duly completed and signed by a parent or guardian of an Eligible Person who is either a minor or mentally incapacitated, to voluntarily give consent on behalf of the Eligible Person to receive Vaccination under the RVP. The term “voluntarily” has the meaning as given to in the definition of “Informed Consent” but reference therein to “Eligible Person” shall mean the parent or guardian.

“Vaccination Fee” means in relation to a type of Vaccination, the amount per dose of such type Vaccination payable by the Government as specified in the Schedule to the Agreement.

“Programme Management and Vaccination Division” or **“PMVD”** means Programme Management and Vaccination Division of the Department of Health of the Government.

“Vaccination Period” means in relation to a type of Vaccination, the period specified in the Schedule for administration of such 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) 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”) and is already enrolled to the Primary Care Directory or is about to be enrolled to the Primary Care Directory may apply to be enrolled to the RVP in relation to such types of Vaccine(s) and Target Group(s) covered by such Vaccines as specified in his application.
- (B) In considering whether to accept a Registered Medical Practitioner’s application to enrol to the RVP, the Government as represented by the Director of Health will consider all the circumstances and factors as he thinks fit which include but are not limited to the conduct, integrity, reputation, management of his medical or healthcare services, and past and recent performance of the applicant’s obligations under the Agreement and those of his Associated Organization, viz the Medical Organization specified in the application. In any event, acceptance of enrolment in the RVP is at the absolute discretion of the Government.
- (C) 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.
- (D) The Government might disclose the information supplied to it by the VMO and the Medical Organization in relation to their operation of the RVP and performance of the Agreement, including but not limited to the number of Vaccinations administered by VMO for which Subsidy is payable, the number claims that the VMO and/or Medical Organization made under RVP, the schedule and venue for the Vaccination and so on, to another person, for any purpose relating to the operation of RVP or other Government programmes; for statistical and research purposes, or any other legitimate purposes as may be required, authorised or permitted by law.

Operative Part

1. In consideration of the Government agreeing to pay the 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 in writing inform the PMVD 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 the VMO's eligibility to participate in the RVP including any incidents of professional misconduct or negligence, whether substantiated or not.
3. Pursuant to Clause 69, the Government may at any time amend the Schedule by adding new Vaccine and Target Groups for such Vaccine. The VMO and his Associated Organization may opt to provide such new Vaccine under RVP and to the Target Groups of Eligible Persons for such new Vaccine or new Target Group for an existing Vaccine and after making such option, observe the terms and conditions set out in the Agreement in doing so.
4. A VMO and his Associated Organization shall read and understand fully the guidelines and instructions as stipulated in the Doctors' Guide before enrolment in the RVP.
5. 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 PMVD and shall return all Scheme Equipment in accordance with Clause 11(b).
6. The Government may at any time terminate the RVP or any part thereof (including without limitation any type of Vaccination or Target Group or other coverage of the RVP) without incurring any liability to any VMO or any Associated Organization.

7. 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.
8. The Government may at any time forthwith terminate the Agreement with a VMO by written notice to that VMO if the Government is of the reasonable opinion that:
 - (a) the VMO has failed to provide in a professional manner any medical or healthcare services of whatsoever nature whether or not covered by the Agreement;
 - (b) the VMO or his Associated Organization has performed any act or omission which casts doubt on its professionalism, integrity, reputation, ability to properly manage his medical or healthcare services or his ability to perform his obligations under the Agreement;
 - (c) the VMO has failed to handle the reimbursement claims under the RVP in a proper manner;
 - (d) the VMO has failed to comply with the requirements of the Doctors' Guide;
 - (e) the VMO or his Associated Organization fails to comply with any provision in the Agreement or with any direction given by the Government or Director of Health pursuant to Clause 48; or
 - (f) the VMO or his Associated Organization's enrolment to another vaccination program or another public private partnership scheme operated by the DH other than RVP from time to time has been or is about to be terminated by the DH.
9. Either the Government and the VMO (or his Associated Organization) may terminate the Agreement without the need to state any reason by giving the other party 7 days' prior written notice and the Agreement shall terminate on the date specified in the notice.
10. A person shall cease to be a VMO on the same date as the RVP is terminated under Clause 6, or on the same date as the Agreement with that person is

terminated pursuant to Clause 7, 8 or 9. A person shall also cease to be a VMO during the Suspension period upon a Suspension under Clause 13.

11. 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.

12. The early termination of the Agreement or Suspension under Clause 13 shall be without prejudice to any clauses (including Clauses 10 to 14, 22, 33, 34, 43 to 47, 52 to 57 and 59 to 73) of the Agreement capable of being performed or observed notwithstanding such termination or Suspension which shall survive the same and shall continue to be binding on the parties and shall remain in full force and effect.

13. Alternative to the immediate termination of the Agreement, but without prejudice to its power to effect termination subsequently, the Government may forthwith suspend a VMO's entitlement to participate in the RVP by a written notice to the VMO ("Suspension"):
 - (a) upon occurrence of any of the events specified in Clause 8; or
 - (b) upon any allegation of occurrence of any of the events specified in Clause 8 pending further investigation or hearing or prosecution or trial whether by DH or another competent body (including the Medical Council of Hong Kong) or the Hong Kong Police Force or the courts of Hong Kong;
 - (c) if the VMO has failed to meet all necessary requirements to enrol to or to remain to be enrolled to the Primary Care Directory; or
 - (d) under any other circumstance as considered necessary by the Government.

14. The Suspension period, if not specified in the notice for the Suspension, will take effect from the date of that notice until a written notice issued by the Government to lift the Suspension (if any) or until the termination of the Agreement under any applicable provision. Throughout the Suspension period, the same consequences specified in Clauses 11(a) and (b) shall equally apply, mutatis mutandis except that reference to "the date on which the person ceases to be a VMO" in Clause 11(a) shall read "the commencement of the Suspension period". Upon such Suspension, the Scheme Licence shall also be suspended throughout the Suspension period.

eHealth System (Subsidies) or eHS(S)

15. 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 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 requesting subscription to the eHS(S).
16. 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, equipment, machinery, devices and facilities and obtain all such utilities required for the use of the eHS(S) at the VMO's own costs and expenses.
17. The Government may, for the purpose of facilitating a VMO's use of the eHS(S), provide the VMO with 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.
18. 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 submission of claims for payment of Vaccination Fee under the RVP.
19. 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.
20. 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.

21. 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.
22. 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

23. VMO shall ensure that an Eligible person has given the consent ("Informed Consent"), or obtain a duly completed Vaccination Consent Form signed by the parent or guardian if an Eligible Person is a minor or mentally incapacitated.
24. In the case an Eligible Person is capable of giving his or her own informed consent, the VMO shall search and retrieve the eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination recipient, in accordance with the Doctors' Guide and through the functions being made available in eHealth System (Subsidies).
25. If an Eligible Person is a minor or mentally incapacitated, the VMO shall have ensured that a duly completed Vaccination Consent Form has been signed by his parent or guardian before the administration of the Vaccination ("Consent Form"). He should have also ensured that the person (whether it be the parent or guardian) signing the Vaccination Consent Form should have provided sufficient evidence to the RCH to prove his capacity. For

identification purpose, a copy of the Vaccination Consent Form is set out in the Annex.

26. If an Eligible Person is mentally incapacitated and is not a minor, but has no parent or guardian, or that there is no Vaccination Consent Form or refusal form, the VMO may consider to act in the best interest of the Eligible Person to decide whether to provide Vaccination even if there has been no informed consent or signed Vaccination Consent Form. The VMO's decision must be made in accordance with section 59ZF(3) of Cap 136 including determining whether the treatment is necessary and is in the best interests of the mentally incapacitated person.
27. The VMO or his Associated Organization shall obtain from an RCH which he intends to visit for the administration of Vaccines a list of residents of such RCH ("List of Residents"). For those Eligible Persons who are mentally incapacitated or minor, the VMO shall ensure that a parent or legal guardian has signed the Vaccination Consent Form on behalf of an Eligible Person unless, in the case of mentally incapacitated without any parent or legal guardian, the VMO decides to proceed with the Vaccination in accordance with Clause 26.
28. For each visit to an RCH, the VMO shall check the List of Residents. For each of those residents whose names do not appear on the List, there should be a written refusal form (prescribed by DH) signed by the resident or in the case that the resident is mentally incapacitated or a minor, his parent or legal guardian. Otherwise, Clause 26 shall apply. Prior to any administration of the Vaccine on these persons on the List of Residents, the VMO shall ascertain their identity and conduct a pre-vaccination assessment to ascertain that they are suitable for the administration of the Vaccine.
29. On the condition that an Eligible Person Informed Consent is obtained or, where the Eligible Person is a minor or mentally incapacitated, his parent, guardian, 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 vaccination, workflow and logistic requirements of the Doctors'

Guide on RVP and the steps below in the same chronological order with steps (i) to (iii) to be completed before the Vaccination day:

- (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) 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;
 - (iv) provide the Vaccination requested in accordance with the requirement set out in the Schedule and the Doctors' Guide 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;
 - (v) check Vaccination Consent Form (if applicable) and identity of the Eligible Person before providing Vaccination;
 - (vi) update the personal copy of the immunisation record kept by the Eligible Person and mark the date of Vaccination in the List of Residents and Vaccination Consent Form (if applicable) after administering the Vaccination requested; and
 - (vii) submit claim for Vaccination Fee within 7 calendar days from the date of the Vaccination.
30. A VMO and his Associated Organization shall liaise with the RCH or DI or RCCC on the logistics arrangement including but not limited to date and time of each proposed visit for administering Vaccination at an RCH or DI or RCCC.

31. Before making a Vaccination visit to an RCH or DI or RCCC, a VMO or his Associated Organization shall inform the PMVD by fax, details of such Vaccination visit including the quantities of the Vaccines requested and the date of the Vaccination using the prescribed Vaccine Order Form. If requested quantity of the Vaccines and the date of the Vaccination are confirmed, the PMVD will return a confirmation to the VMO or his Associated Organization. The Government will arrange delivery of the Vaccines at the address specified in the Vaccine Order Form. The Government shall have no obligation to arrange the delivery of Vaccine if the date of the Vaccination has not been confirmed by the PMVD in the aforesaid manner.
32. A VMO or his Associated Organization shall be responsible for the safe custody of and the due handover of clinical waste to a Licensed Clinical Waste Collector after the Vaccination at his own cost. A VMO or his Associated Organization shall follow the Doctors' Guide or the instruction by the Government in handling clinical waste disposal.
33. Any claim for Vaccination Fee not made within the timeline set out in Clause 29(vii) 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.
34. Without prejudice to other provisions of the Agreement, notwithstanding Clause 33, regardless of the past record and other reasons for the delay, 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.
35. DH may perform random onsite inspection of the Vaccination activities under RVP to ensure the quality of the Vaccination service provided by a VMO or his Associated Organization meet the requirements and standards set out in the Agreement and the Doctors' Guide.

36. A VMO agrees and undertakes to obtain Informed Consent from an Eligible Person or, a duly completed and signed Vaccination Consent Form from the parent or guardian if an Eligible Person is a minor or mentally incapacitated, , 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 in the name of the Eligible Person (if not already available), 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 by the VMO. 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.
37. 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 sum of money to the VMO or his Associated Organization.
38. 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 the 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 or the Person-in-Charge.
39. Neither a VMO nor his Associated Organization shall enter into any agreement or arrangement with a RCH, DI, RCCC or a Person-in-Charge which has the effect of sharing any Vaccination Fee received from the Government with the RCH, DI, RCCC or the Person-in-Charge.

40. 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.
41. Neither a VMO nor an Associated Organization may charge any person any fees for completing the Vaccination Consent Form.

Payment by the Government

42. Subject to Clauses 11, 14, 43 to 47 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.
43. 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. Any Vaccination Fee which has been paid shall be refunded to the Government by the VMO.
44. The Government shall have no obligation to pay a VMO or his Associated Organization any Vaccination Fee in relation to a Vaccination if it is of the reasonable opinion that the Vaccination has not been conducted in a proper manner or in accordance with the requirements of the Doctors' Guide, or the claim for Vaccination Fee has not been handled by the VMO or his Associated Organization in a proper manner or the VMO or his Associated Organization fails to comply with the Agreement in his performance under RVP.

45. The Government shall have no obligation to pay a VMO or his Associated Organization any Vaccination Fee for any Vaccination administered under the Agreement if the VMO or his Associated Organization fails to comply with the directions given by the Government under Clause 48 within the time specified by the Government for such compliance and that such failure if remediable is not remedied within the period as stipulated in a warning letter given by the Government about such failure. Any Vaccination Fee which has been paid shall be refunded to the Government by the VMO.
46. The Government shall have no obligation to pay a VMO or his associated Organization any monetary amount to the VMO for complying with Clause 32 above in relation to the disposal of clinical waste.
47. Notwithstanding any provision 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 42 until the VMO or the Associated Organization has fully repaid the overpaid amount.

Directions

48. 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.
49. If a VMO or his Associated Organization fails to comply with any provision of the Agreement or any direction under Clause 48, the Government may, without prejudice to the right to issue a notice under Clause 8 or 9 or Clause

13, 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

50. 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).
51. Without prejudice to Clause 58, 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.
52. 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 58 or 59.
53. 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.

54. A VMO and his Associated Organization shall submit to the PMVD complete, true and accurate information as required in the Authority for Payment to a Bank.
55. 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.
56. 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.
57. 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

58. 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 and in the manner mentioned in Preamble (C) above. 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 and/or any other vaccination programmes run by or on behalf of the Government in relation to the promotion of primary care, including but not limited to the Primary Care Directory.

Government Disclaimer

59. The Government does not warrant or represent that:
- (a) the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence are free from any third party rights or restriction on use;
 - (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 or any other requirements; or
 - (d) the operation of the eHS(S), the Scheme Equipment or the Scheme Licence will be uninterrupted or error free.
60. 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

61. 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

62. 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.

63. Without prejudice to Clause 62, 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.

Others

64. 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 all provisions of the Agreement.
65. 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.
66. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
67. 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.
68. 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.
69. 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 ("Government Variation Notice"). The Doctors' Guide may be amended from time to time and the updated version will be published on the website of the Department of Health. No separate notice will be issued in this regard.

70. The VMO and where applicable his Associated Organization shall be deemed to have accepted the variation of all terms and conditions of the Agreement as specified in the Government Variation Notice last issued by the Government under Clause 69 above as well as any changes to the Doctors' Guide as from time to time published on the website of the Department of Health unless the VMO has, within fourteen days after the issue date of the Government Variation Notice or the publication date of changes to the Doctors' Guide, issued a notice of termination under Clause 9 above.
71. The definitions and rules of interpretation set out in the Definitions shall apply to the Agreement.
72. 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.
73. It is hereby declared that no person may be treated as a third party who or which may enforce any term of the Agreement under or for the purposes of section 4 of Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

SCHEDULE

1. Pneumococcal Vaccination

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

For an Eligible Person who has never received 13-valent pneumococcal conjugate vaccine (PCV13) (one dose of PCV13) or 23-valent pneumococcal polysaccharide (one dose of 23vPPV), that Eligible Person may receive both, provided that one dose of PCV 13 is administered followed by one dose of 23vPPP, with at least 1 year between the two Vaccinations.

For an Eligible Person who has received 23vPPV vaccination, one dose of PCV13 Vaccination may only be administered on that Eligible Person at the earliest one year after the previous 23vPPV vaccination.

For an Eligible Person who has received PCV13 vaccination, one dose of 23vPPV of Vaccination may only be administered on that Eligible Person at the earliest one year after the previous PCV13 vaccination.

The Vaccination Fee payable under the RVP is HK\$105 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 licensed as a hospital under the Private Healthcare Facilities Ordinance (Cap. 633); 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 PMVD 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 may be administered.

The Vaccination Fee payable under the RVP is HK\$105 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 licensed as a hospital under the Private Healthcare Facilities Ordinance (Cap. 633) 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 receiving subvention from the Education Bureau (which is also a boarding school within the meaning in the Education Regulations (Cap 279A)), 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 (a), (b) or (c) above;
- (e) an inmate of a residential 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);
- (f) a person who is employed and is working in a residential child care centre mentioned in (e) above;

- (g) 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 subvented under the Code of Aid for Special Schools or Code of Aid for Aided Schools under the Education Bureau, listed in the list of aided special schools published in the website of Education Bureau;
- (h) a PID receiving services in a Day Activity Centre, Sheltered Workshop, Integration Vocational Rehabilitation Services Centre, Integration Vocational Training Centre, District Support Centre receiving subvention from the Social Welfare Department, published in the website of Social Welfare Department; and
- (i) a person who is employed and is working in the designated institutions serving PID mentioned in (g) and (h) above.

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