

Covering Notes for Private Doctor's Application to Enrol in the Specified Programme entitled "Residential Care Home Vaccination Programme"
("Covering Notes")

1. Unless specified otherwise, capitalised terms used herein shall have the meaning as ascribed to them in the "General Terms and Conditions" and "Specific Terms and Conditions" for the Specified Programme entitled "Residential Care Home Vaccination Programme" ("**RVP**").
2. The Government has launched the Specified Programme to provide subsidised Vaccinations of specified type(s) of Vaccines to Scheme Participant through the Private Doctor who has enrolled in the Specified Programme.
3. A Registered Medical Practitioner meeting the enrolment criteria set out in the "Enrolment Guide for Residential Care Home Vaccination Programme" ("**Enrolment Guide**") may apply to enrol in the Specified Programme.
4. Enrolment in the Vaccination Subsidy Scheme ("**VSS**") is a pre-requisite for joining the RVP.
5. The Specified Programme mainly serves to provide subsidised Vaccination to eligible residents and healthcare workers of residential care homes in Hong Kong who meet the criteria spelled out in the Schedule to the Specific Terms and Conditions. A brief introduction of the Specified Programme is provided at the website <https://www.chp.gov.hk/en/features/23543.html>.
6. Transaction Documents are relevant to the Specified Programme.
7. Details of how to enrol in the Specified Programme are set out in the Enrolment Guide.
8. The Government will notify the Registered Medical Practitioner who has submitted an Application Form ("**Applicant**") in writing the result of his application for enrolment in the Specified Programme ("**Application**") in 14 working days of his submission of the requisite information and supporting documents.
9. If the Application is successful, a binding Agreement with respect to the Applicant's enrolment in the Specified Programme shall be entered into and constituted between the Government and the successful Applicant.

10. Without prejudice to any provision of the Transaction Documents, by submitting an Application Form, the Applicant shall be taken to have agreed to abide by and comply with all the terms and conditions of all the Transaction Documents with respect to the Specified Programme.
11. For enrolment related enquiry, please contact:

VSS Programme Office (Strategic Purchasing Office)

Tel. no.: 2125 2299

Email address: vssdoctor@healthbureau.gov.hk

For general enquiry, please contact the following office:

Programme Management and Vaccination Division

Tel. no.: 3975 4472

Fax. no.: 2713 6916

Email address: rvp@dh.gov.hk

Enrolment Guide for Residential Care Home Vaccination Programme

Unless specified otherwise, capitalised terms used herein shall have the meaning as ascribed to them in the “General Terms and Conditions” and “Specific Terms and Conditions” for the Specified Programme entitled “Residential Care Home Vaccination Programme” (“RVP”).

1. Enrolment Criteria

The Registered Medical Practitioner may apply to enrol in the Specified Programme if:

- 1.1 he is registered under Section 14 or Section 14A of the Medical Registration Ordinance (Cap. 161 of the laws of Hong Kong) (“MRO”) and holds a valid practising certificate;
- 1.2 he has enrolled in the eHealth;
- 1.3 he is enlisted in the PCD or “Primary Care Register” (“PCR”) after its establishment as maintained by the Government; and
- 1.4 he has enrolled in the Vaccination Subsidy Scheme (“VSS”).

2. Enrolment in and Annual Renewal of Enrolment in the Specified Programme

- 2.1 The Registered Medical Practitioner who applies to enrol in the Specified Programme (“Applicant”) shall follow the following procedures to submit an application to enrol in the Specified Programme (“Application”):
 - (a) complete the online Application Form on eHealth by clicking the “Administration” button and then the “Residential Care Home Vaccination Programme” button; and
 - (b) provide copies of duly signed and completed forms and supporting documents as specified in Clause 8 below to the Government for processing the Application within thirty (30) days from the date of submission of the Application Form referred to in (a) above by email to only to vssdoctor@healthbureau.gov.hk.
- 2.2 Before filling in the Application Form on eHealth, the Registered Medical Practitioner is recommended to:
 - (a) study and understand the Transaction Documents accessible on eHealth and the website of the Centre for Health Protection of the Government at www.chp.gov.hk;
 - (b) have the following information at hand:
 - (i) his personal particulars;
 - (ii) his professional registration number assigned by the Medical Council of Hong Kong (“MCHK”);

- (iii) information such as the business registration of the Medical Organisation at which he is working;
- (iv) information such as the bilingual address, licensing information, telephone number of the Private Healthcare Facility(ies) named by the Applicant in the Application Form of the RVP; and
- (v) information such as bank account number regarding the Nominated Account(s) (“**Nominated Account**”) for receipt of Government Subsidy for Services provided to Scheme Participant.

3. Notification to the Government

3.1 Upon submission of his Application, the Registered Medical Practitioner shall notify the Government, if he:

- (a) is the subject of any inquiry under section 21 of the MRO;
- (b) becomes aware of any action, disciplinary proceeding or inquiry being taken against him by the Medical Council of Hong Kong;
- (c) becomes aware of any order made to remove him from the register of Registered Medical Practitioners under Section 14 or Section 14A of the MRO, whether or not it is a suspension;
- (d) Becomes aware of any complaint filed or claim made (whether or not any legal action is threatened) against him for any act, negligence, misconduct or malpractice;
- (e) is mentally or physically unfit to practice as a Registered Medical Practitioner; or
- (f) has committed any professional misconduct or any act or omission which casts doubt on his professionalism, integrity, reputation, ability to properly manage his medical or healthcare services or his ability to perform his obligations whether or not resulting in permanent removal or temporary suspension of the right to practice as a Registered Medical Practitioner.

3.2 After submission of his Application and before acceptance of his Application by the Government, the Registered Medical Practitioner shall notify the Government immediately, if he becomes aware of any of the circumstances specified in Clauses 3.1 (a) to (f) above, and Clauses 3.2 (a) to (f) below:

- (a) he ceases to be registered or has proposed changes to his registration as a Registered Medical Practitioner under Section 14 or Section 14A of the MRO;
- (b) he ceases to practice at any Private Healthcare Facility(ies) named by the Applicant in the Application Form of the RVP;

- (c) he ceases to have access to any Private Healthcare Facility(ies) named by the Applicant in the Application Form of the RVP;
 - (d) there are changes in the licensing status of any of the Private Healthcare Facility(ies) named by the Applicant in the Application Form of the RVP;
 - (e) he ceases to be listed in the PCD or PCR after its establishment; or
 - (f) he ceases to be enrolled in the eHealth.
4. If the Registered Medical Practitioner fails to notify the Government of the occurrence of any of the circumstances stipulated in Clause 3 above, or the information provided is not up-to-date, true, accurate or complete, the Government shall be entitled to reject or not consider the Application immediately or immediately cancel the enrolment in the relevant Specified Programme if such Application has already been approved.
5. Subject to the terms of the Agreement, an enrolled Registered Medical Practitioner (i.e. a Private Doctor) who wishes to renew his enrolment to the Specified Programme for the next Vaccination Period shall apply for annual renewal of enrolment by updating his particulars and information as necessary in the IT Platform when directed by the Government (“**Applicant for Renewal**”).
6. In considering whether to accept the application submitted by the Applicant or Applicant for Renewal, the Government will consider all the circumstances and factors as it thinks fit which include but are not limited to fulfillment of enrolment criteria, the conduct, integrity, reputation, management of his medical or healthcare services, and past and recent performance of his obligations under the Agreement as specified in the application. In any event, acceptance of the application by the Applicant or Applicant for Renewal is at the absolute discretion of the Government.
7. The Applicant shall specify in the Application Form the preference of service districts and target groups whom he intends to provide Vaccination. Upon successful Application, the Applicant will be referred to as the Private Doctor in the documents regarding the Specified Programme. The Private Doctor enrolled in the Specified Programme(s) may provide subsidised Vaccination(s) to Scheme Participants falling within the target group(s) which he has opted at the time of Application or his application for annual renewal of enrolment in the Specified Programme from time to time while he remains enrolled in the Specified Programme.
8. **Checklist**
Below is a checklist of the supporting forms and documents for submission by email only to vssdoctor@healthbureau.gov.hk:
- ☐ a duly signed and completed Authority for Payment to a Bank;
 - ☐ a certified true copy^{Note¹} of bank correspondence showing the bank name, bank account number and name of the account holder, issued within six (6) months immediately

^{Note} If the bank correspondence relates to the Applicant, the copy must be certified by the Applicant himself. If the bank correspondence relates to a Medical Organisation, the copy must be certified by the authorised signatory of such Medical Organisation.

before the date of the lodging of the Application Form by the Applicant; and

- a copy of certificate of business registration or incorporation of the Medical Organisation as specified on the Authority for Payment to a Bank.

Please note that:

- (a) a separate Authority for Payment to a Bank shall be used for each bank account;
- (b) the Application may not be processed by the Government if the Applicant fails to provide all information and documents as required by the Government;
- (c) if the Applicant or Applicant for Renewal is employed or engaged by a Medical Organisation (whether it is incorporated or not) to provide the Services or if they provide the Services under the name of a Medical Organisation (whether such Applicant or Applicant for Renewal is a sole proprietor, partner, shareholder, director or other officer of such Medical Organisation, and whether such Medical Organisation is incorporated or not), such Medical Organisation shall also complete and sign the Authority for Payment to a Bank together with the required information; besides, if (i) the Applicant or Applicant for Renewal is employed or engaged by more than one Medical Organisation to provide healthcare services; or (ii) the Applicant or Applicant for Renewal provides healthcare services under the name of more than one Medical Organisation (whether as the sole proprietor, partner, shareholder, director or other officer of such medical organisations); or (iii) the Applicant or Applicant for Renewal provides medical services in the circumstances described in both (i) and (ii) above, each of the Applicant or Applicant for Renewal and the relevant Medical Organisation must complete, sign and submit a separate Authority for Payment to a Bank in respect of each Medical Organisation;
- (d) personal particulars together with the professional registration information will be validated with records kept by respective professional Boards and Councils and the accredited bodies to verify the professional registration status of the Applicant through electronic or other means;
- (e) personal particulars may be released to the operator of the Private Healthcare Facility(ies) named by the Applicant in the Application Form of the RVP for the purpose of processing the Application and, where necessary, for a verification procedure by electronic or other means to be carried out for that purpose;
- (f) submitted supporting forms and documents will not be returned to the Applicant Registered Medical Practitioner; and
- (g) the Private Healthcare Facility(ies) named by the Applicant in the Application Form of the RVP shall be one of the Service Location(s) of the VSS.

For general enquiry, please contact Programme Management and Vaccination Division at 3975 4472.

General Terms and Conditions

1. Definitions and Interpretation

1.1 Unless otherwise defined therein or the context otherwise requires, in the documents issued by the Government in connection with the Specified Programme (see definition below) and the Agreement (see definition below), the following expressions shall bear the same meaning as set out below:

“Agreement” means the agreement made by the Government with the Private Doctor in respect of the Specified Programme on the terms and conditions set out in the following:

- (a) these General Terms and Conditions;
- (b) the Application Form submitted by a Private Doctor and accepted by the Government;
- (c) the Specific Terms and Conditions;
- (d) “Undertakings and Declarations”; and
- (e) Personal Information Collection Statement.

“Application Form” means, in respect of a Specified Programme, the online application form for enrolment in such Specified Programme to be completed by a Registered Medical Practitioner on the eHealth platform online.

“Authorised User” means any person appointed by the Private Doctor, as a clinic administrator, to access and use the IT Platform for and on behalf of such Private Doctor for the purpose of assisting him to perform the Services.

“Authority for Payment to a Bank” is a form to be completed and submitted by the Private Doctor to authorise the Government to make a payment directly to a bank account of the Private Doctor or his Medical Organisation for and on behalf of him for the receipt of Government Subsidy.

“eHealth” has the meaning given to “eHealth System” in the Electronic Health System Ordinance (Cap. 625 of the laws of Hong Kong) (as amended or modified from time to time).

“Eligible Person” means, in respect of the Specified Programme, a person who is eligible to receive the Services under such Specified Programme according to the criteria as specified in the corresponding Schedule to the applicable Specific Terms and Conditions.

“General Terms and Conditions” means these General Terms and Conditions.

“Government” means the Government of Hong Kong Special Administrative Region of the People’s Republic of China. Reference to “Government” shall include its specified representative(s), assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions.

“Government Subsidy” has the meaning given to the term in Clause 4.1 below.

“Health Bureau” means the Health Bureau of the Government.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“IT Platform” means the IT system built for the Specified Programmes for the collection, storage, sharing and use of data (including clinical data) of an Eligible Person.

“Manuals and Guides” has the meaning given to it in the Specific Terms and Conditions.

“Medical Organisation” means an organisation (whether incorporated or not) which employs or engages the Private Doctor to provide the Services to Scheme Participants.

“MRO” means Medical Registration Ordinance (Cap. 161 of the laws of Hong Kong) (as amended or modified from time to time).

“PCD” means “Primary Care Directory” which is a web-based electronic database directory maintained by the Primary Healthcare Commission, containing practice information and professional qualification of primary care providers in the community.

“Personal Information Collection Statement” means the “Personal Information Collection Statement” issued by the Government in respect of the Specified Programme.

“PHFO” means Private Healthcare Facilities Ordinance (Cap. 633 of the laws of Hong Kong) (as amended or modified from time to time).

“Primary Healthcare Commission” means the Primary Healthcare Commission of the Government.

“Private Doctor” means, in respect of a Specified Programme, the Registered Medical Practitioner whose application to enrol in such Specified Programme has been accepted by the Government.

“Private Healthcare Facility” has the meaning given to “private healthcare facility” in Section 3 of the PHFO.

“Registered Medical Practitioner” has the meaning ascribed to “registered medical practitioner” under the Section 2 of the MRO.

“Schedule” means a Schedule appended to the Specific Terms and Conditions.

“Scheme Participant” means, in respect of a Specified Programme, an Eligible Person who has presented himself in front of the Private Doctor for the purpose of receiving Services.

“Service Location(s)” means the address(es) of the Private Healthcare Facility(ies) named by the Private Doctor in the Application Form, where the Private Doctor shall provide the Services.

“Services” means those services, tasks and objectives to be performed or achieved by the Private Doctor in accordance with the requirements and provisions of the Agreement for any Specified Programme in which the Private Doctor has enrolled in, details of which are set out in the Specific Terms and Conditions for the relevant Specified Programmes.

“Specific Terms and Conditions” means, in respect of a Specified Programme, the terms and conditions for such Specified Programme.

“Specified Programme(s)” means health programmes or initiatives that are subsidised or led by the Government, which currently comprises:

- (a) Vaccination Subsidy Scheme;
- (b) Seasonal Influenza Vaccination School Outreach Programme;
- (c) Residential Care Home Vaccination Programme; and
- (d) any other programmes or initiatives as may be agreed in writing by the Government and enrolled in by the Private Doctor from time to time.

“Term” means the period for a Specified Programme as contemplated in Clause 2 below.

“Transaction Documents”, in respect of a Specified Programme, comprise the following which may be updated from time to time:

- (a) Application Form submitted by a Private Doctor and accepted by the Government;

- (b) “Covering Notes” for Private Doctor’s application to enrol in the Specified Programme;
- (c) Enrolment Guide for the Specified Programme;
- (d) these General Terms and Conditions;
- (e) the Specific Terms and Conditions;
- (f) “Undertakings and Declarations”;
- (g) Personal Information Collection Statement; and
- (h) Authority for Payment to a Bank,

and “**Transaction Document**” means any of the above.

1.2 In each of the Transaction Documents comprising the Agreement for a Specified Programme, unless otherwise provided or the context otherwise requires:

- (a) any word or expression to which a specific meaning has been attached in these General Terms and Conditions and the Specific Terms and Conditions (where applicable) 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 an ordinance includes all subsidiary legislation made under such ordinance;
- (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 day, a month and a year or an annual period refers to a calendar day, a calendar month, and a calendar year respectively;
- (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) references to time and dates shall be construed as Hong Kong time and dates;
- (i) headings are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of any of the Transaction Documents;
- (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.

2. Term

The Agreement for a Specified Programme shall take effect commencing from the date of the notification in writing issued by the Government notifying the Private Doctor that his application for enrollment in such Specified Programme has been accepted by the Government subject to termination in accordance with the provisions of the Agreement.

3. Obligations of the Private Doctor

Obligations to the Government

3.1 During the Term, in respect of the Specified Programme(s) he is enrolled in, the Private Doctor shall:

- (a) save as otherwise expressly provided for in the Agreement or specified by the Government, provide and maintain all necessary infrastructure including but not limited to computer hardware, software, other equipment, machinery, devices and facility and obtain all utility at his clinics to enable access to the IT Platform for the purpose of the Specified Programme at his own cost and expenses;
- (b) comply with all directions that may from time to time be given by the Government or any employee, officer or agent of the Government in relation to the performance of the Services;
- (c) comply with the provisions of the Agreement;

- (d) take all necessary steps to procure that his employees, subcontractor(s) or agent(s) (including Authorised Users) be made aware of and perform the obligations under the Agreement applicable to them, and shall comply with all directions and requests imposed by the Government as specified in Clause 3.1(b) above;
- (e) be responsible for all acts, conducts, defaults, omissions and neglect of any of his employees, appointed Authorised Users, sub-contractor(s) or agent(s) in connection with the performance of the Services; and shall ensure that he does not, and procure that his employees, appointed Authorised Users, sub-contractor(s) or agent(s) do not, solicit or accept any advantage, money or gifts from an Eligible Person or a Scheme Participant, or offer any advantage, money or gifts to anyone to influence the operation of such Specified Programme, whilst deployed to provide the Services;
- (f) notify the Government immediately if he:
 - (i) is the subject of any inquiry under Section 21 of the MRO;
 - (ii) becomes aware of any action, disciplinary proceeding or inquiry being taken against him by the Medical Council of Hong Kong;
 - (iii) becomes aware of any order made to remove him from the register of Registered Medical Practitioners under Section 14 or Section 14A of the MRO, whether or not it is a suspension;
 - (iv) becomes aware of any complaint filed or claim made (whether or not any legal action is threatened) against him for any act, negligence, misconduct or malpractice;
 - (v) ceases to be registered or has proposed changes to his registration as a Registered Medical Practitioner under Section 14 or Section 14A of the MRO;
 - (vi) ceases to practice at any Service Location(s) submitted by the Private Doctor and accepted by the Government;
 - (vii) ceases to have access to any Service Location(s) submitted by the Private Doctor and accepted by the Government;
 - (viii) change in the licensing status of any of his Service Location(s);
 - (ix) ceases to be listed in the PCD or “Primary Care Register” (“**PCR**”) after its establishment;
 - (x) ceases to be enrolled in the eHealth;

- (xi) is mentally or physically unfit to practice as a Registered Medical Practitioner; or
 - (xii) has committed any professional misconduct or 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 whether or not resulting in permanent removal or temporary suspension of the right to practice as a Registered Medical Practitioner;
- (g) immediately report to the Government any clinical incidents or complaints of clinical incidents in accordance with the reporting requirements and procedures as set out in the directions, Manuals and Guides where applicable and to submit written reports and take other follow-up actions in respect of the reported incident or complaint as may be, and by the deadlines, directed by the Government, to the satisfaction of the Government;
 - (h) allow the Government to attend at any premises (including clinic setting and non-clinic setting) at reasonable hours to inspect, conduct site visits, examine business transactions and medical records kept by him in respect of any Scheme Participant(s), and obtain any information or record kept or required to be kept by him under the Agreement, or to ascertain whether the provisions of the Agreement are complied with as reasonably required on necessary administration and audit of the Specified Programme and its evaluation. The Private Doctor shall fully cooperate with and give all assistance required by the Government and ensure that the Government is given free and uninterrupted access to the information and record and the premises at which they are kept. The Private Doctor shall provide copies of information and record, if so requested by the Government. The Government may contact a Scheme Participant or parent or guardian of a Scheme Participant to verify the information and record if necessary;
 - (i) submit to the Government such information or document as required by the Government from time to time in relation to the Specified Programme, including but not limited to any of the matters referred to in Clause 3.1(f) above;
 - (j) warrant and undertake with continuing effect that all information and documents provided by him to the Government from time to time under or in relation to a Specified Programme are true, accurate and complete;
 - (k) comply with the requirements, recommendations/ and best practices set forth in the document “Public-Private Partnership Programmes for Healthcare Services – Corruption Prevention Guide for Service Providers” issued by the of the Government from time to time (available at https://www.chp.gov.hk/files/pdf/corruption_prevention_guide_on_healthcare_service_providers_eng.pdf) and adopt the recommended practices set out therein where applicable; and
 - (l) submit to the Government complete, true and accurate information as required in the Authority for Payment to a Bank.

IT Platform

- 3.2 The Private Doctor shall perform his obligations under the Agreement via the IT Platform where appropriate. Such performance shall include, but not limited to:
- (a) verification of eligibility of an Eligible Person;
 - (b) input of service data;
 - (c) input of payment checkout information;
 - (d) make claim transactions; and
 - (e) submit reimbursement.
- 3.3 The Private Doctor shall not and shall procure each of his Authorised Users not to:
- (a) print, download or transfer Scheme Participant(s)' information and/or records from the IT Platform or use such printed records except for purposes permitted by the Government; or
 - (b) download or take photographs of any Scheme Participant's information and/or records from the IT Platform,
- unless it is so required or permitted by the laws of Hong Kong, sanction of the courts of Hong Kong, or the consent from a Scheme Participant (or his parent or guardian or any person acting for or on behalf of a Scheme Participant if such Scheme Participant is mentally incapacitated as confirmed by medical professionals) has been obtained.
- 3.4 The Private Doctor shall interpret the data on the IT Platform with professional knowledge and skills, taking into account his knowledge and assessment of a Scheme Participant's history and condition.
- 3.5 The Private Doctor acknowledges and agrees that:
- (a) the IT Platform is not intended to provide professional advice and he shall not rely upon such in that regard and only use such as a reference or guidance tool only;
 - (b) the Government may keep an audit log of access to, use and printing of a Scheme Participant's information and/or records on the IT Platform by the Private Doctor and the Government may audit such access, use and printing during or after the access period. Each Private Doctor shall assist the Government on resolving any apparent irregularity

identified or discovered in the log or questions that the Government may raise from the log;

- (c) the IT Platform may be updated and modified from time to time and at the time of access, the data on the IT Platform shall be only a computer generated segment (but not the whole) of a Scheme Participant's health records and may not be up to date at the time of each access;
- (d) data on the IT Platform sent over the Internet cannot be guaranteed to be completely secured and the Government will not be responsible for any loss, damage or expense incurred or suffered by the Private Doctor as a result of any delay, loss, diversion, alteration or corruption of any information on the IT Platform provided by the Government over the Internet;
- (e) the data available on the IT Platform is provided on "as is" basis without warranty or representation of any kind, express or implied being given by the Government as to any aspect of the IT Platform or any data held within it;
- (f) the Government shall not be liable to any Private Doctor or any of his employees, sub-contractor(s) or agent(s) in any manner for any direct, indirect, special or consequential damages arising or claimed to be arising out of or in relation to the Specified Programmes or the IT Platform or any act or omission of the Government under the Agreement. The Private Doctor shall be liable for any errors or omissions in the information he provides onto the IT Platform and for any loss or damages suffered by the Government for any negligence or misuse of the IT Platform by the Private Doctor or any of his employees, sub-contractor(s) or agent(s); and
- (g) without prejudice to other rights which the Government may have, the Government shall be entitled to remove any Authorised User's access to the IT Platform in case of the Private Doctor's non-compliance with the obligations set out in Clause 3 or other provisions of these General Terms and Conditions.

3.6 During the Term, the Private Doctor shall comply with the laws of Hong Kong including but not limited to the Personal Data (Privacy) Ordinance.

4. Government Subsidy

4.1 In consideration of the Government agreeing to reimburse the Private Doctor in accordance with the Agreement and subject to the terms and conditions of the Agreement, the Private Doctor undertakes and agrees to observe the terms and conditions of the Agreement, and Manuals and Guides for which the Private Doctor has enrolled issued by the Government. The Private Doctor shall be entitled to make claims to the Government for reimbursement for the amount as specified in the Schedule to the Specific Terms and Conditions for a Specified Programme ("**Government Subsidy**") for due performance of the Services of the Private Doctor in accordance with the

Agreement and subject to the terms and conditions of the Agreement, in respect of every Scheme Participant who receives any Services from the Private Doctor under a Specified Programme.

4.2 The Private Doctor acknowledges and agrees that:

- (a) no payment will be made by or on behalf of the Government unless the Government is satisfied that (i) all of the pre-conditions for payment have been met; and (ii) the Government has verified the Private Doctor's claims to its satisfaction;
- (b) the Government shall have no obligation to pay the Private Doctor any Government Subsidy for any Services provided under the Agreement if the Private Doctor fails to comply with the directions and requests given by the Government under any provision of the Agreement (including but not limited to Clause 3.1(b) above) 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. If so demanded by the Government in writing, the Private Doctor shall refund to the Government all or any Government Subsidy paid by the Government to the Private Doctor by such time as directed by the Government; and
- (c) notwithstanding any provision herein, if the Government at any time certifies that the Government has overpaid the Private Doctor, the Government may:
 - (i) deduct such overpaid amount from any sums which may thereafter be payable by the Government to the Private Doctor; or
 - (ii) direct the Private Doctor to forthwith repay the Government the amount previously paid by the Government and the Private Doctor (as the case may be) shall comply with such direction. The Government shall be entitled to withhold any sums due to the Private Doctor in accordance with the provisions of the Agreement until the Private Doctor has fully repaid the aforesaid amount.

4.3 The Government shall be entitled to conduct post-payment checks to ensure the proper disbursement of Government Subsidies. The Private Doctor shall cooperate with the Government in the conduct of post-payment checks on payments made to him and without prejudice to Clause 3.1(h) above, shall provide assistance to facilitate such checks during and after his enrollment in the Specified Programme.

4.4 The Private Doctor shall make its books and records of all receipts, payments and contracts, and all information in connection with the Services, as well as general ledgers, sub-ledgers, cashbooks and bank statements available to the Government, for inspection and retaining copies of the same without charge, during and after the period the Private Doctor is enrolled in the Specified Programme.

5. Sharing of Clinical Data and Provision of Personal Data

- 5.1 The Private Doctor shall promptly send to the Government via the IT Platform all data requested by the Government from time to time (including required data fields built into the IT Platform) in respect of the relevant Scheme Participant, to enable the Government to have access thereto and incorporate the same into their records. The Government will also place a copy of all sharable data (as defined in the Electronic Health System Ordinance (Cap. 625 of the laws of Hong Kong)) obtained from the Private Doctor onto the eHealth.
- 5.2 In accordance with the terms and conditions as stated in the Personal Information Collection Statement, the Private Doctor consents to the Government to use his personal data in the registration for enrolment in the Specified Programmes and other purposes set out in the Personal Information Collection Statement. The Private Doctor agrees that the Government may publish his name, the particulars of practice and the fees chargeable by him at any time for the purpose of the Specified Programmes run by or on behalf of the Government or other healthcare related purposes.
- 5.3 The Private Doctor agrees to send to the Government all information (including his personal data) requested by the Government from time to time for the purpose of ascertaining the eligibility of the Private Doctor to enrol in the Specified Programme(s) and his compliance with the Agreement.

6. Termination of Participation

Termination by the Private Doctor

- 6.1 The Private Doctor may terminate his participation in the Specified Programme at any time by giving a prior written notice to the Government in accordance with the provisions of the Specific Terms and Conditions.

Termination by the Government

- 6.2 The Government may at any time by written notice terminate forthwith the participation of the Private Doctor in the Specified Programme if:
- (a) the Private Doctor ceases to comply with (i) any enrolment criterion of the Specified Programme or (ii) meet with any of the conditions as described under Clause 3.1(f) above;
 - (b) the Government has reasonable grounds to believe that the Private Doctor has failed to provide medical or healthcare services including but not limited to the Services provided under the Agreement in a professional manner or has otherwise committed any professional misconduct or malpractice;
 - (c) the Private Doctor fails to comply with any provision in the Agreement (including but not limited to the circumstances listed in Clause 6.2(a) above) or with any direction or request given by the Government pursuant to Clause 3.1(b) above or with any direction or request

given by the Government in the form of written warning issued in relation to the Specified Programme;

- (d) the Government is of reasonable opinion that the Private Doctor has failed to comply with the requirements of the Manuals and Guides;
- (e) the Government is of reasonable opinion that the Private Doctor has failed to handle the reimbursement claims under the Specified Programme in a proper manner;
- (f) the Government is of reasonable opinion that the Private Doctor has submitted any fraudulent claim for the Government Subsidy or has committed any offence under the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong);
- (g) the Private Doctor's enrolment in any other Government programmes from time to time has been or is about to be terminated by the Government;
- (h) the Private Doctor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (i) the continued participation of the Registered Medical Practitioner as the Private Doctor is contrary to the interest of national security;
- (j) any event or circumstance occurs which enables the Government to terminate the Private Doctor's participation in the Specified Programme as set out in the Specified Terms and Conditions has arisen; or
- (k) the Government considers that it is in the public interest to terminate the Private Doctor's participation in the Specified Programme.

Termination Consequences

6.3 Upon the termination of the Private Doctor's participation in the Specified Programme howsoever occasioned:

- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) the Government's rights and claims under the Contract or otherwise at law against the Private Doctor arising from antecedent breaches of the Contract by the Private Doctor (including any breach(es) which entitle the Government to terminate the Contract);
 - (ii) the rights and claims which have accrued to the Government prior to the termination; and

- (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the termination (however occasioned) (including Clause 4.2, Clause 4.3, Clause 4.4, Clause 7 and Clause 8 of these General Terms and Conditions); and

(b) the Private Doctor shall not be entitled to any compensation therefor.

6A Termination of the Specified Programme

- 6A.1 The Government may at any time terminate the Specified Programme or any part thereof without incurring any liability or compensation to any Private Doctor.
- 6A.2 Immediately upon the Private Doctor ceasing to be enrolled in the Specified Programme, the Government shall have no obligation to pay for any Services provided by the Private Doctor to a Scheme Participant on or after the date of such cessation.
- 6A.3 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 Private Doctor and shall remain in full force and effect.

7. **Confidentiality and Data Protection**

- 7.1 The Private Doctor (“**Confidee**”) may have access to the Government’s Confidential Information (as defined below) and, being the Confidee, hereby undertakes and covenants with the Government as follows:
 - (a) all information, drawings, specifications, documents, contracts, design materials and all other data (including without limitation any medical records, personal particulars records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong)) and materials of any nature (in or on whatever media) collected, generated, produced or accessible by the Confidee from the Government under the Specified Programme (including any data printed from the IT Platform) or which the Government have for the purposes of or in the course of the Specified Programme disclosed supplied made available or communicated to the Confidee, shall be treated as confidential information (collectively “**Confidential Information**”);
 - (b) the Confidee shall not, and shall procure that his Authorised Users not to, during the continuance of the Specified Programme or at any time thereafter, disclose to any person any Confidential Information other than in performance of the Confidee’s duties and obligations under the Specified Programme or with the prior written consent of the Government. However, this shall not apply to the disclosure of any Confidential Information:

- (i) already known to the recipient other than as a result of disclosure by the Confidee;
or
 - (ii) which is or becomes public knowledge other than as a result of disclosure by or fault of the Confidee;
- (c) the Confidee shall not, and procure that his Authorised Users not to, make use of or reproduce any Confidential Information, other than in the performance of the Confidee's duties and obligations under the Specified Programme or with the prior written consent of the Government. Selling or supplying any Confidential Information for financial gain or any unauthorised purpose is strictly prohibited.

7.2 Without limiting the generality of Clause 7.1 above, the Private Doctor shall, and shall procure that his Authorised Users and employees to:

- (a) only use the data in the IT Platform for the sharing of data between the Government and the Private Doctors for their continuation of care either in the public or the private sector or other related purposes (“**Purposes**”) and exercise reasonable care to protect Scheme Participant's confidentiality at all times;
- (b) comply with all obligations under the law in relation to personal data including those under the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) (and the data protection principles) in the handling, access, use, retention and security of the personal data on the IT Platform and shall not retain the personal data longer than is necessary for the Specified Programme and the Purposes;
- (c) not share his eHealth accounts with or disclose the passwords to any persons;
- (d) ensure that the IT Platform and the personal data contained in and/or obtained from the IT Platform is protected against unauthorised or accidental access, processing or other use, and ensure that all access to the IT Platform shall be made at secure computer terminals with adequate security measures; and
- (e) immediately notify the Government if they suspect or find that the security or confidentiality of the IT Platform is compromised or breached, and shall cooperate with the Government in taking all reasonable steps to ensure and protect such security or confidentiality.

7.3 For the avoidance of doubt, the undertakings and obligations under this Clause 7 shall survive the expiration or termination of the Specified Programme.

8. Liability and Indemnity

8.1 The Private Doctor under the Specified Programme must maintain adequate and appropriate medical malpractice insurance cover / indemnity, and must be able to provide the relevant certificate to the Government upon request. In the event of a claim by any Eligible Person, the Government reserves the right to seek indemnity or contribution from the Private Doctor and / or under his medical malpractice insurance cover/indemnity.

8.2 The Private Doctor shall and shall procure his Medical Organisation (if any) 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, action, 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) the practice of the Private Doctor in connection with his performance of the Services;
 - (ii) any non-compliance by the Private Doctor or any employees, agents or sub-contractors of the Private Doctor of any provision of the Agreement;
 - (iii) the negligence, recklessness, omission, default, act or misconduct on the part of the Private Doctor or any employees, agents or sub-contractors of the Private Doctor in the operation of the Specified Programme;
 - (iv) the data or information provided by the Private Doctor or any employees, agents or sub-contractors of the Private Doctor in the process for requesting for payment of Government Subsidy; or
 - (v) the enrolment by the Private Doctor in the Specified Programme,

except that this indemnity shall not extend to any costs, claims, liabilities, damages, actions, losses and expenses arising solely from the wilful default or negligence of the Government.

8.3. Without prejudice to Clause 8.2 above, any act, default, neglect or omission of any sub-contractor or the employee or agent of the Private Doctor or his Medical Organisation (if any) shall be deemed to be the act, default, neglect or omission of the Private Doctor.

- 8.4 No provision in the Agreement shall operate to restrict or limit any person's liability for death or personal injury caused by such person's negligence.

9. General

- 9.1 The Private Doctor in the Specified Programme shall be bound by and shall observe the terms and conditions of the Agreement as may be amended by the Government at its discretion from time to time by prior reasonable notice, including without limitation by posting the varied Agreement on the website of the respective Specified Programme. The varied Agreement shall be binding on the Private Doctor.
- 9.2 The Private Doctor shall at all times act as an independent contractor, and not as an agent, employee, servant or partner of the Government (nor hold out the relationship between the Government and the Private Doctor under the Specified Programme as being that of an agent, employee, servant or partner). The Private Doctor shall be solely responsible for the care of a Scheme Participant, including any diagnosis and treatment as applicable, and the Government shall have no liability in relation thereto whatsoever. The Private Doctor shall not have, or shall not represent that he has, any authority to make any commitments on the Government's behalf.
- 9.3 The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) is expressly excluded and no person who is not a party to the Agreement shall be entitled to enforce any right or term of the Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance.
- 9.4 The Private Doctor 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.
- 9.5 Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
- 9.6 The Private Doctor shall not, 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.

10. Anti-bribery

The Private Doctor shall observe the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong).

11. Severability

If any provision of the Agreement or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of the Agreement and the application of that provision to other circumstances shall not be affected thereby.

12. Governing Law, Dispute Resolution and Jurisdiction

12.1 The Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

12.2 The parties to the Agreement shall first refer any dispute or difference arising out of or in connection with the Agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

12.3 If the said dispute or difference is not settled by mediation according to Clause 12.2 above, a party may institute litigation in respect of the said dispute or difference. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

Specified Programme
Residential Care Home Vaccination Programme
Specific Terms and Conditions

Preamble

- (a) This document titled “Specified Programme – Residential Care Home Vaccination Programme – Specific Terms and Conditions” (these “**Specific Terms and Conditions**”) is for the **Residential Care Home Vaccination Programme** and should be read in conjunction with the documents titled “Specified Programmes – General Terms and Conditions” (“**General Terms**”) and “Specified Programme – Vaccination Subsidy Scheme – Specific Terms and Conditions”. Terms defined in the General Terms shall be applicable to these Specific Terms and Conditions.
- (b) Each Private Doctor shall be bound by all provisions in the General Terms, these Specific Terms and Conditions if that Private Doctor shall provide Vaccination for an Eligible Person under the Residential Care Home Vaccination Programme as specified in the Schedule to these Specific Terms and Conditions.

1. Definitions and Interpretation

Unless otherwise defined therein or the context otherwise requires, the following expressions shall bear the same meaning as set out below in these Specific Terms and Conditions for the subject Specified Programme entitled “Residential Care Home Vaccination Programme”:

“Consent” means the consent to be given by a Scheme Participant (or his parent or guardian if such Scheme Participant is a minor or mentally incapacitated) in accordance with the manuals and guides published by the RVP for the purposes of receiving subsidised Vaccination under the Specified Programme, conducting transactions on IT Platform, and agreeing on the Statement of Purpose of Collection of Personal Data.

“Consent Form” means a form prescribed by the Director of Health for and on behalf of the Government to be duly completed and signed by a Scheme Participant, or parent or guardian of a Scheme Participant if the Scheme Participant is a minor or mentally incapacitated, through which the Scheme Participant (or, as the case may be, his parent or guardian for and on his behalf) agrees to give Consent.

“Co-payment” has the meaning given to the term in Clause 3.7 below.

“DI” means any one of the designated institutions serving PID as listed below:

- (a) an aided special school under the Education Bureau of the Government; or
- (b) a “Day Activity Centre”, “Sheltered Workshop”, “Integration Vocational Rehabilitation Services Centre”, “Integration Vocational Training Centre”, or “District Support Centre” subvented by the Social Welfare Department of the Government.

“Education Bureau” means the Education Bureau of the Government.

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong.

“Licensed Clinical Waste Collector” means a collector with a licence issued by the Government to collect and dispose clinical waste under the Waste Disposal Ordinance (Cap. 354 of the laws of Hong Kong).

“Nominated Account” means a bank account which is maintained under the name of the Private Doctor or the Medical Organisation (if applicable) which employs or engages him and is specified by the Private Doctor and such Medical Organisation (if applicable) in the Authority for Payment to a Bank and signed by the Private Doctor and his Medical Organisation (if applicable).

“Person with disabilities and PWD” means a person who suffers from one or more of the following disabilities:

- (a) total or partial loss of the bodily or mental functions;
- (b) total or partial loss of a part of the body;
- (c) the malfunction, malformation or disfigurement of a part of the body;
- (d) a disorder, illness or disease that affects the thought processes, perception of reality, emotions or judgement or that results in disturbed behaviour;

“PID” means a person with intellectual disability receiving services in a DI.

“RCH” means

- (a) a “residential care home” has the meaning given by the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459 of the laws of Hong Kong); or
- (b) a “residential care home for PWDs” has the meaning given by the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613 of the laws of Hong Kong); or holding a certificate of exemption under the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613 of the laws of Hong Kong); or
- (c) the boarding section of an aided special school under the Education Bureau of the Government; or
- (d) the residential facilities of the “Skills Centre (Tuen Mun) of Vocational Training Council”; or
- (e) a “scheduled nursing home” means a nursing home listed in Schedule 10 in the Private Healthcare Facilities Ordinance (Cap. 633 of the laws of Hong Kong).

“RCCC” means a “registered child care centre” as defined in section 2 of the Child Care Services Ordinance (Cap. 243 of the laws of Hong Kong).

“RVP” means the Residential Care Home Vaccination Programme.

“RVP Doctors’ Guide” means the “Doctors’ Guide for Residential Care Home Vaccination Programme” published on the website of the Centre for Health Protection at www.chp.gov.hk (as

may be updated from time to time).

“Social Welfare Department” means the Social Welfare Department of the Government.

“Suspension Notice” has the meaning given to it in Clause 5.3 below.

“Suspension Period” has the meaning given to it in Clause 5.4 below.

“Vaccination” means in relation to a Vaccine, the administration of such Vaccine to a Scheme Participant during the Vaccination Period.

“Vaccination Activity” means any visit to RCH or DI or RCCC by the Private Doctor or his Medical Organisation for the purpose of providing the Services under RVP.

“Vaccination Period” has the meaning given to it in Clause 1 and 2 of the Schedule in respect of a type of Vaccine.

“Vaccine” means any of the vaccines as specified in Clause 1 and 2 of the Schedule to these Specific Terms and Conditions.

“Vaccine Order Form” means a form specified by the Government for the purpose of Vaccines ordering under RVP which shall include details of the quantities of the Vaccines requested and the proposed date and venue of the Vaccination.

2. Obligations of the Private Doctor

Obligations to the Government

- 2.1 The Private Doctor agrees to provide the Services and read and fully comply with the guidelines and instructions as stipulated in the RVP Doctors’ Guide before providing Vaccinations.
- 2.2 Before providing Vaccinations at a RCH or DI or RCCC, the Private Doctor shall complete a “Vaccine Order Form”, and submit such “Vaccine Order Form” to the Government. If the “Vaccine Order Form” is accepted and confirmed by the Government, the Government will issue a confirmation letter to the Private Doctor. The Government will also 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 Vaccines if the Private Doctor does not comply with the obligations to complete and submit a “Vaccine Order Form” as aforesaid.
- 2.3 The Private Doctor shall keep safe custody of and duly hand over clinical waste to a Licensed Clinical Waste Collector after each Vaccination at his own cost. The Private Doctor shall follow the RVP Doctors’ Guide or the instruction by the Government in handling clinical waste disposal.
- 2.4 Save as otherwise expressly specified by the Government, the Private Doctor shall provide all such computer hardware, software, equipment, machinery, devices and facilities and obtain all such utilities required for the use of the IT Platform at his own costs and expenses.

- 2.5 The Private Doctor shall submit to the Government such other information or document as may be required by the Government from time to time in relation to the Specified Programme.

Obligations to Eligible Persons or Scheme Participants, and RCH or DI or RCCC

- 2.6 The Private Doctor shall ensure that a Scheme Participant has given the Consent, or has obtained a duly completed Consent Form which is signed by the parent or guardian if a Scheme Participant is a minor or mentally incapacitated.
- 2.7 In the event a Scheme Participant is capable of giving his own Consent, the Private Doctor shall access the eHealth of such Scheme Participant and record his Consent, in accordance with the RVP Doctors' Guide and through the functions being made available in the IT Platform.
- 2.8 In the event a Scheme Participant is a minor or mentally incapacitated, the Private Doctor shall ensure that a duly completed Consent Form has been signed by his parent or guardian before the Vaccination. The Private Doctor shall also ensure that the person (whether it be the parent or guardian) signing the Consent Form has provided sufficient evidence to the RCH or DI or RCCC to prove his capacity.
- 2.9 In the event an Eligible Person is mentally incapacitated and is not a minor, but has no parent or guardian, or that there is no Consent Form or "Refusal Form", the Private Doctor may consider, to act in the best interest of such Eligible Person to decide, whether to provide Vaccination even if there has been no Consent or duly signed Consent Form. The Private Doctor's decision shall be made in accordance with section 59ZF (3) of the Mental Health Ordinance (Cap. 136) including determining whether the treatment is necessary and is in the best interests of such Eligible Person.
- 2.10 The Private Doctor shall obtain a list of Eligible Persons from the RCH or DI or RCCC which he intends to visit for Vaccinations. For each Eligible Person who is mentally incapacitated or a minor, the Private Doctor shall ensure that a parent or guardian has signed the Consent Form on behalf of such Eligible Person unless, in the case of a mentally incapacitated Eligible Person without any parent or guardian, the Private Doctor should decide to proceed with the Vaccination in accordance with Clause 2.9 above.
- 2.11 Before each Vaccination to be provided at the RCH or DI or RCCC, the Private Doctor shall check the vaccination history of each Scheme Participant. For each Eligible Person whose name does not appear on the list mentioned in Clause 2.10 above, there should be a written "Refusal Form" (prescribed by the Government) signed by such Eligible Person or in the event that such Eligible Person is mentally incapacitated or a minor, his parent or guardian. Otherwise, Clause 2.9 above shall apply. Prior to any Vaccination on any Scheme Participant, the Private Doctor shall ascertain the Scheme Participant's identity and conduct a pre-vaccination assessment to ascertain that he is suitable for the Vaccination.
- 2.12 The Private Doctor shall liaise with the RCH or DI or RCCC to arrange the Vaccination including but not limited to the date and time of each proposed visit to the RCH or DI or RCCC.
- 2.13 Provided that a Scheme Participant has given Consent for Vaccination, or, Scheme Participant is a minor or mentally incapacitated, that his parent or guardian has duly completed and signed a

Consent Form, the Private Doctor shall provide the Vaccination in accordance with the following steps and further requirements as stipulated in the RVP Doctors' Guide, and ensure that steps (a) to (c) below shall be completed not earlier than three calendar days before the Vaccination is provided.

- (a) request a Scheme Participant to produce a valid identity document showing his identity;
- (b) log on to the IT Platform;
- (c) verify such Scheme Participant's past vaccination record, including checking for any repeated Vaccinations of the same type within the Vaccination Period and deciding whether such Scheme Participant is clinically indicated for the Vaccination;
- (d) prepare for the Vaccination at RCH or DI or RCCC in accordance with the requirements as stipulated in the Schedule to these Specific Terms and Conditions and the RVP Doctors' Guide;
- (e) ensure such Scheme Participant has given Consent for Vaccination (check the Consent Form has been completed and duly signed, if applicable);
- (f) verify the identity of such Scheme Participant before providing the Services; and
- (g) after providing the Vaccination, follow the instructions as stipulated in the RVP Doctors' Guide to update the immunisation record, and the record sheet provided by the Government.

3. Government Subsidy and Co-Payment

Government Subsidy

- 3.1 The Private Doctor shall submit names and details of such Scheme Participant receiving Vaccination within seven calendar days from the day of Vaccination for claiming of the Government Subsidy via the IT Platform. Any Government Subsidy claim not made within the aforementioned period will be considered as a late claim and the Government shall have absolute discretion to refuse payment of the Government Subsidy to the Private Doctor for such late claim.
- 3.2 The Private Doctor shall not and shall procure the Medical Organisation which employs or engages him to not to, enter into any agreement or arrangement with a Scheme Participant, or the parent or guardian of such Scheme Participant, or a RCH or DI or RCCC, which has the effect of:
 - (a) being inconsistent with any provision of or any requirements prescribed by the Government for the purpose of or in relation to the Specified Programme (including the Agreement); or

(b) sharing any Government Subsidy received from the Government with any person including but not limited to a Scheme Participant, or the parent or guardian of such Scheme Participant, or a RCH or DI or RCCC, notwithstanding whether the agreement or arrangement is made directly or indirectly. For the avoidance of doubt, any advantage, whether in cash, kind, coupons, bonus points, discount, or other equivalent which carries a cash value, offered by the Private Doctor and his Medical Organisation to a Scheme Participant, or the parent or guardian of such Scheme Participant, or a RCH or DI or RCCC, in such agreement or arrangement shall be considered as having the effect of sharing the Government Subsidy under this Clause 3.2(b).

- 3.3 Subject to Clauses 4.2(b), 4.2(c) of the General Terms and Clause 3.6 below, in consideration for the due and proper provision of the Services to a Scheme Participant in accordance with the provisions of the Agreement, the Government shall, in respect of each Vaccine administered to each Scheme Participant pay the Private Doctor the Government Subsidy for such Vaccination. Such payment shall be made by the Government crediting the Nominated Account. An acknowledgement issued by the bank with which the Nominated Account is maintained of the Government Subsidy credited by the Government to the Nominated Account shall be deemed to be a receipt issued by the Private Doctor of the sums so credited and shall be conclusive evidence of due payment of such Government Subsidy payable by the Government to the Private Doctor under the Agreement.
- 3.4 A Government Subsidy claim is not made within the timeline set out in Clause 3.1 above as such will be considered as a late claim and the Government shall be entitled to refuse payment of Government Subsidy to the Private Doctor for such late claim.
- 3.5 Without prejudice to other provisions of the Agreement, under no circumstances whatsoever will the Government pay any Government Subsidy to the Private Doctor for a Vaccination if the claim for Government Subsidy for such Vaccination is not submitted to the Government within 90 calendar days counting from the date of such Vaccination.
- 3.6 The Government shall have no obligation to pay any monetary amount to the Private Doctor for complying with Clause 2.3 above in relation to the disposal of clinical waste.

Co-Payment

- 3.7 The Private Doctor shall not demand and shall procure his Medical Organisation to not demand a Scheme Participant, his parent or guardian, RCH, DI, and RCCC to pay any sum of money (“**Co-payment**”) to the Private Doctor and his Medical Organisation.

4. Inspection of the Vaccination Activities

The Government may at any time inspect the venues at which the Private Doctor provides Vaccinations or conducts activities in relation to the Agreement to ensure the quality of the Vaccinations provided by the Private Doctor meets the requirements and standards set out in the Agreement and the RVP Doctors’ Guide. The Private Doctor shall facilitate such inspection and provide assistance to the representatives of the Government who perform the inspection, regardless of whether the assistance is being requested before, during, or after the Vaccination.

5. Termination of Participation

5.1 Either the Government or the Private Doctor may terminate the Agreement without the need to state any reason by giving seven days' prior written notice to the other and the Agreement shall terminate on the date specified in the notice.

5.2 A person shall cease to be the Private Doctor immediately upon the termination of the Specified Programme or the Agreement. Immediately upon a person ceasing to be the Private Doctor in any of the aforesaid manners:

- (a) the Government shall cease to be obliged to pay that person any amount (including but not limited to the Government Subsidy) for any Services provided to Scheme Participant(s) whether before or after the cessation of such person as the Private Doctor;
- (b) such person shall:
 - (i) cease to use or otherwise input any data into the IT Platform;
 - (ii) comply with all directions and requirements made by the Government to give effect to the cessation of the person to be the Private Doctor; and
 - (iii) cease to present himself in anyway as a Private Doctor.

5.3 Alternative to the immediate termination of the Agreement, but without prejudice to its power to effect termination subsequently, the Government may suspend the Private Doctor's entitlement to participate in the Specified Programme by written notice to the Private Doctor ("**Suspension Notice**"):

- (a) upon occurrence of any of the events specified in Clause 6.2 (a) to (k) of the General Terms; or
- (b) upon investigation or hearing or prosecution or trial in relation to any allegation of occurrence of any event specified in Clauses 6.2 (a) to (k) of the General Terms whether by the Health Bureau, agents to the Health Bureau, statutory body (including the Medical Council of Hong Kong) or any law enforcement agencies of Hong Kong or the courts of Hong Kong; or
- (c) if the Private Doctor does not comply with the requirements to maintain listing in the PCD or "Primary Care Register" ("**PCR**") after its establishment; or
- (d) if the Private Doctor ceases to be listed in the PCD/PCR after its establishment; or
- (e) under any other circumstances as considered necessary by the Government.

5.4 The suspension period, if not specified in the Suspension Notice, will take effect from the date of the

Suspension Notice until a written notice issued by the Government to lift the Suspension (if any) or the termination of the Agreement, whichever is earlier (“**Suspension Period**”). The Government has no obligation to pay the Private Doctor for any Services provided during the Suspension Period, as well as any outstanding Government subsidies which have not been paid to the Private Doctor. During the Suspension Period, the consequences specified in Clause 5.2 (a) and (b) above shall equally apply to the Private Doctor.

6. Order of Precedence

6.1 In the event of, and only to the extent of, any conflict or inconsistency amongst or between any provisions of the Agreement, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) Specific Terms and Conditions;
- (b) General Terms and Conditions;
- (c) all other components of the Agreement published or issued by the Government; and
- (d) anything submitted by the Private Doctor and included as part of the Agreement.

RVP SCHEDULE**1. Pneumococcal Vaccination**

“Eligible Person” means a person who holds a valid identity document and belongs to one of the following categories:

- (a) an inmate of a “residential care home” as defined at (a) of the definition of “RCH” in Clause 1 of these Specific Terms and Conditions;
- (b) an inmate of a “scheduled nursing home” as defined at (e) of the definition of “RCH” in Clause 1 of these Specific Terms and Conditions; or
- (c) an inmate of a “residential care home for PWDs” as defined at (b) of the definition of “RCH” in Clause 1 of these Specific Terms and Conditions who is aged 65 or above in the calendar year when the Vaccination is provided;

and has joined the eHealth.

“Vaccination Period” means the period announced by the Government for giving pneumococcal vaccination to an Eligible Person under the Specified Programme.

Type of Vaccine:

The Vaccines for pneumococcal vaccination shall be 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 15-valent pneumococcal conjugate vaccine (PCV15) (one dose of PCV15), or 23-valent pneumococcal polysaccharide (23vPPV) (one dose of 23vPPV), that Eligible Person may receive one dose of PCV15 and one dose of 23vPPV, provided that one dose of PCV15 will be administered followed by one dose of 23vPPV, with at least one year[#] between the two vaccinations.

For an Eligible Person who has received 23vPPV vaccination, one dose of PCV15 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 or PCV15 vaccination, one dose of 23vPPV vaccination may only be administered to that Eligible Person at the earliest one year[#] after the previous PCV13 or PCV15 vaccination.

The Government Subsidy payable under the Specified Programme shall be HK\$105 per dose of pneumococcal vaccine, i.e. PCV15 or 23vPPV, administered to a Scheme Participant during the Vaccination Period.

2. **Seasonal Influenza Vaccination (Northern Hemisphere)**

“Eligible Person” means a person who holds any valid identity documents, and is:

- (a) an inmate of a “residential care home” as defined at (a) of the definition of “RCH” in Clause 1 of these Specific Terms and Conditions;
- (b) an inmate of a “scheduled nursing home” as defined at (e) of the definition of “RCH” in Clause 1 of these Specific Terms and Conditions;
- (c) an inmate of a “residential care home for PWDs” as defined at (b) to (d) of the definition of “RCH” in Clause 1 of these Specific Terms and Conditions;
- (d) a person who is employed and is working at the premises mentioned in (a), (b) or (c) above;
- (e) an inmate of a RCCC;
- (f) a person who is employed and is working at the premises mentioned in (e) above;
- (g) a PID studying in an aided special school under the Education Bureau;
- (h) a PID receiving services in a “Day Activity Centre”, “Sheltered Workshop”, “Integration Vocational Rehabilitation Services Centre”, “Integration Vocational Training Centre”, or “District Support Centre” subvented by the Social Welfare Department; or
- (i) a person who is employed and is working at the premises mentioned in (g) and (h) above;

and has joined the eHealth if aged 18 or above[#].

“Vaccination Period” means a period announced by the Government for giving seasonal influenza vaccination to an Eligible Person under the Specified Programme

Type of Vaccine:

The Vaccines for seasonal influenza vaccination (Northern Hemisphere) shall be provided by the Government.

For an Eligible Person aged 9 years or above, one seasonal influenza vaccination (Northern Hemisphere), which is one dose of seasonal influenza vaccine (Northern Hemisphere), is required each Vaccination Period. For an Eligible Person aged below 9 who has 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 Government Subsidy payable under the Specified Programme shall be HK\$105 per dose of seasonal influenza vaccination (Northern Hemisphere) administered to an Eligible Person during the Vaccination Period.

[#]For details, please refer to the RVP Doctors’ Guide.

Undertakings and Declarations for Residential Care Home Vaccination Programme

Unless specified otherwise, capitalised terms used herein shall have the meaning as ascribed to them in the “General Terms and Conditions” and “Specific Terms and Conditions” for the Specified Programme entitled “Residential Care Home Vaccination Programme” (“RVP”).

In consideration of the Government, considering and/or approving the Registered Medical Practitioner’s application for enrolment in the Specified Programme (“**Application**”), the Registered Medical Practitioner acknowledges, confirms, undertakes, warrants, declares and agrees with the following:

1. I have carefully read and fully understood the terms and conditions set out in the Transaction Documents (including but not limited to these Undertakings and Declarations) (as defined in Clause 1.1 of the “Specified Programmes – General Terms and Conditions”) with respect to the relevant Specified Programme(s) as specified in the Application Form;
2. I am eligible to apply for enrolment in the Specified Programme according to the “Enrolment Guide for Residential Care Home Vaccination Programme”;
3. I confirm I read and understood the Undertakings and Declarations for RVP and that I am not aware of any non-compliance;
4. I shall submit to the Government such other information and documents as the Government may require from time to time in relation to my Application. My Application may not be processed by the Government if I fail to provide all information and documents required by the Government;
5. all undertakings, warranties, declarations, information and documents provided by me to the Government for my Application are and will be up-to-date, true, accurate and complete in all respects at the time of provision. If any undertaking, warranty, declaration, information or document given by me in the Application Form is not up- to-date, true, accurate or complete or I fail to comply with any provision of these Undertakings and Declarations, without prejudice to any powers, rights, remedies and claims that the Government may have under these Undertakings and Declarations or in law, the Government shall be entitled to reject my application immediately or immediately cancel my enrolment in the relevant Specified Programme if my Application has already been approved;
6. I have not withheld, nor am aware of, any material facts or circumstances that have not been disclosed to the Government which may influence the assessment of this Application or the decision of the Government in considering whether or not to approve this Application;
7. any non-disclosure or misrepresentation of any information required or provided in connection with this Application shall entitle the Government to reject this Application;
8. the Government, any of its agents or officers (including the Director of Health) and any other persons authorised by the Government shall have full access to and transfer and use my personal data provided in relation to the Specified Programme as specified in the Application Form for the purposes set out in the Personal Information Collection Statement. The word “use” shall have

the meaning given to it under the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong);

9. I hereby give consent for the Medical Council of Hong Kong to release at any time my personal data held by the Medical Council of Hong Kong to the Government, any agents or officers of the Government and any other person authorised by the Government for the purpose of processing this Application and, where necessary, for a verification procedure by electronic or other means to be carried out for that purpose;
10. these Undertakings and Declarations shall be governed by and construed in accordance with the laws of Hong Kong;
11. I shall first refer any dispute or difference arising out of or in connection with these Undertakings and Declarations to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time;
12. if the said dispute or difference is not settled by mediation according to Clause 11, I may institute litigation in respect of the said dispute or difference. I agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference;
13. I shall inform in writing the Government immediately of any change in any information submitted in relation to this Application or if any such information is no longer applicable, true, accurate or complete and of any material change in circumstances affecting my eligibility for enrolment in the Specified Programme including any incidents of professional misconduct or negligence (whether substantiated or alleged);
14. I am not suspended or prohibited from practising as a Registered Medical Practitioner and holds a valid practising certificate issued under the MRO;
15. notwithstanding any provision hereof, the Government retains the ultimate discretion to approve, reject, withhold or cancel any Application submitted by me;
16. until this Application is rejected by the Government, or upon my successful enrolment in the Specified Programme and until I cease to be an enrolled Private Doctor, I shall comply at all times with all the terms and conditions of the Agreement.

Personal Information Collection Statement for

Residential Care Home Vaccination Programme

Unless specified otherwise, capitalised terms used herein shall have the meaning as ascribed to them in the “General Terms and Conditions” and “Specific Terms and Conditions” for the Specified Programme entitled “Residential Care Home Vaccination Programme” (“**RVP**”).

1. Purposes of Collection

1.1 Any information, including the personal data provided to the Government in connection with any application for enrolment in the Specified Programme (“**Application**”) by you, the applicant Registered Medical Practitioner (“**Applicant**”) in the Application Form or collected by the Government during the operation of the Specified Programme will be used by the Government for one or more of the following purposes (if applicable):

- (a) processing the Application including vetting information relevant to the Application, and assessing the eligibility of the Applicant;
- (b) verification, administration, monitoring, auditing and evaluation of the Specified Programme including but not limited to processing of subsidy payment, providing necessary health care services to Scheme Participants and investigation of incidents and complaints;
- (c) enhancing Government programmes to promote primary care;
- (d) statistical, scheme monitoring, evaluation and research purposes;
- (e) data alignment among Government healthcare-related programmes, systems, platforms and directories;
- (f) other purposes directly related to any of the above stated purposes; and
- (g) any other legitimate purposes as may be required, authorised or permitted by law.

1.2 The provision of personal data in the Application Form is voluntary. However, if you, as the Applicant do not provide consent to the provision of personal data and sufficient information, the Government may not be able to process the Application.

2. Classes of Transferees

2.1 The personal data will be transferred to and used by the authorised user(s) or professional parties in the health field which are directly involved in the Specified Programme including but not limited to:

- (a) Private Doctors and their Authorised Users;

- (b) Primary Healthcare Commission (“PHCC”) and the operators appointed by PHCC;
- (c) investigation service providers appointed by the Government to provide investigation services (“**Investigation Service Providers**”) and their agents;
- (d) allied health professionals and their agents;
- (e) nurse clinics and their agents;
- (f) the Medical Council of Hong Kong, Nursing Council of Hong Kong, Pharmacy and Poisons Board and their agents;
- (g) the Hospital Authority and its agents; and
- (h) the Government’s agents;

for the purpose set out in Clause 1.1 above.

2.2 The personal data the Applicant provide will be kept confidential. However, such personal data provided by you may also be disclosed by the Government to other Government bureaux and departments, persons, organisations, professional regulatory boards and councils, and third parties including the Government’s work agents engaged for the Specified Programme for any of the purposes stated in Clause 1.1 above to the extent necessary.

2.3 The Government might disclose the information supplied to it by the Private Doctor in relation to his operation of the Specified Programme and performance of the Agreement, including but not limited to the information on his preference of the service districts and target groups, the number of Vaccines administered by the Private Doctor for which Government Subsidy is payable, the number of claims that the Private Doctor made under the Specified Programme, the schedule and venue for vaccination at non-clinic setting, to a third party or another person for any purpose relating to the operation of the Specified Programme or other Government healthcare-related programmes/ systems/ platforms/ directories for data alignment purposes, statistical and research purposes, or any other legitimate purposes as may be required, authorised or permitted by law.

3. Access to Personal Data

3.1 You, the Applicant, shall have the right to request access to and to request the correction of your personal data under sections 18 and 22 and Data Protection Principle 6, Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong). A reasonable fee may be charged by the Government for processing any data access and/or correction request.

4. Enquiries

- 4.1 Any enquiries concerning personal data provided to the Government, including making data access and correction request, should be addressed to:

Programme Management and Vaccination Division

Programme Office

Tel. no.: 3975 4472

Email Address: rvp@dh.gov.hk