

Colon Assessment Public-Private Partnership Programme Framework and Terms and Conditions

1. Introduction

- 1.1 Due to a range of clinical reasons, patients are referred to the Hospital Authority (“**HA**”) Specialist Outpatient Clinics (“**SOPC**”) from various sources for specialist care. There has been an increase in demand for SOPC and related services in the past few years.
- 1.2 The Government of the Hong Kong SAR (“**HKG**”) has initiated a Colorectal Cancer (“**CRC**”) Screening Programme for Hong Kong residents in 2016. With the anticipated ripple effect, there will also be an influx of self-screened public who may attend the SOPC and the service demand for SOPC and colonoscopy in HA will be further increased.
- 1.3 Facing the surge of service demand, HA wishes to develop a framework and terms and conditions (“**T&Cs**”) for a public-private partnership (the “**Project**”) with private doctors for providing appropriate clinical assessment, colonoscopy (if indicated) and post-procedural management services (“**Specialist Care**”) to the participating HA patients (“**Project Patients**”). A specific group of target patients fulfilling the defined clinical path and programme criteria will be invited to join the Project.
- 1.4 The Project is to provide an additional channel for HA patients to receive Specialist Care in the private sector. It also aims to divert patients with a relative low risk to the private sector, while those with a relatively higher risk are to be handled by HA. If invited patients choose to join the Project, subject to assessment on eligibility, they will be enrolled in the Project and subsidized for the Specialist Care provided by the private doctors participating in the Project (“**Private Specialists**”).

2. The Project

- 2.1 To provide choices for patients to receive Specialist Care in the private sector via a Public-Private Partnership model:
 - (a) HA shall establish the Project and operate the Project subject to these T&Cs.
 - (b) Depending on the clinical need of the Project Patient, the Private Specialist will provide the Specialist Care as part or all of either:
 - (i) Tier A package consisting of clinical assessment, colonoscopy without removal of polyps and post-procedural explanation and management as set out in more detail in the Services Packages in Appendix 1 (“**Tier A Package**”); or
 - (ii) Tier B package consisting of clinical assessment, colonoscopy with removal of polyps and post-procedural explanation and management as set out in more detail in the Services Packages in Appendix 1 (“**Tier B Package**”).

Tier A Package and Tier B Package are collectively referred to as the “**Service Packages**” and each a “**Service Package**”.

- (c) Private Specialists shall assume all responsibility for providing the Specialist Care to the Project Patients. For the avoidance of doubt, each Project Patient can only receive one colonoscopy procedure (if indicated) under the Service Package which is subsidized by HA, unless a second colonoscopy is offered free by the participating Private Specialist after an incomplete colonoscopy procedure.

- 2.2 Private Specialists are to be enrolled in the Project on an individual basis.
- 2.3 Each Project Patient may enrol with only one Private Specialist for the Specialist Care, and the services provided by such Private Specialist under the Project will be subsidized by HA.
- 2.4 The Project may be terminated at any time by HA in its absolute discretion by giving not less than 90 days’ prior written notice.
- 2.5 HA may also in its absolute discretion amend the eligibility criteria of Project Patients and/or extend the participation in the Project to other HA patients from time to time.
- 2.6 Any Project Patient who:
 - (a) does not wish to participate in the Project;
 - (b) enrolls in the Project on or after 30 October 2020 and cannot have the colonoscopy procedure performed within 6 months from the date of his/her enrolment in the Project or by such later date as notified to him/her by HA at HA’s sole discretion; or
 - (c) for some reason, fails to comply with the T&Cs of the Project,shall revert to their original places on HA’s colonoscopy waiting list and shall automatically be deemed to have withdrawn from the Project.

3. Participation in the Project by Private Specialists

- 3.1 Private Specialists may apply by their own volition or through HA's invitation, to participate in the Project subject to fulfilling the following criteria for the duration of that participation:
 - (a) registered Medical Practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practising certificate issued under that Ordinance and is a registered specialist of Gastroenterology & Hepatology or a registered specialist of General Surgery within the meaning of the Ordinance (“**Specialist Register**”); and
 - (b) participating in the HKG’s Electronic Health Record Sharing System (“**eHRSS**”) and comply with the provisions relating to the eHRSS as set out in **Appendix 2**.

- 3.2 HA will compile and publish a list of Private Specialists participating in the Project (“**HA List**”) from time to time.
- 3.3 All Private Specialists must maintain adequate and appropriate medical malpractice insurance cover/indemnity, and must provide the relevant certificate to HA upon request. In the event of a claim by any patient, HA reserves the right to seek indemnity or contribution from the Private Specialist and/or under his/her medical malpractice insurance cover/indemnity.
- 3.4 Private Specialists should make reference to the Corruption Prevention Guide for Service Providers issued by the Independent Commission Against Corruption posted on HA's website relating to the Project on www.ha.org.hk/ppp/colonppp and adopt the recommended practices set out therein where applicable.

4. Participation of Project Patients

- 4.1 Subject to the availability of funding, HA may invite participation by HA patients who fulfill the criteria as follows:
- (a) they are “**eligible persons**” within the meaning of the latest Gazette on fees and charges published by HA under Section 18(1) and Section 18(2) of the Hospital Authority Ordinance (“**Eligible Persons**”). The current definition of Eligible Persons is set out in **Appendix 3**;
 - (b) they are on HA's colonoscopy waiting list at the time of HA's invitation to participate. It is HA's intention that those who have been on the waiting list longer will be given higher priority;
 - (c) they have been clinically triaged to “Stable Case Routine Category” or “For Surveillance Colonoscopy” with clinical indication for colonoscopy (but not “Urgent Category” or “Semi-urgent Category”) by HA hospitals;
 - (d) they are assessed as clinically suitable for carrying out home bowel preparation and receiving colonoscopy in an ambulatory setting;
 - (e) they are not in the process of being asked to attend any HA hospital to have their colonoscopy assessments in the next 3 months; and
 - (f) they are not in the process of receiving subsidized colonoscopy assessment under the CRC Screening Programme of the HKG.
- 4.2 If an invited HA patient chooses to join the Project to receive the Specialist Care provided by Private Specialists, then upon completion of Service Package under the Project or confirmation of the Project Patient, whichever is earlier, that Project Patient's corresponding SOPC and/or colonoscopy appointments in HA will be cancelled. These patients may be referred to HA for subsequent medical follow up if needed.
- 4.3 In line with the spirit of free choice in the private sector, each Project Patient is entitled to 1 free clinical assessment as listed in Appendix 1 from 1 Private Specialist before making his choice (“**Free Clinical Assessment**”). The relevant Private Specialist shall record the said Free Clinical Assessment in the Colon Assessment PPP Interface

Module (“**Module**”). Charges by any Private Specialist for any additional clinical assessment(s) will be payable by the Project Patient.

- 4.4 The Programme Office of the Project and the Programme Office of the CRC Screening Programme may conduct data matching at enrollment and refuse participation of HA Patients to the Project if they are not in the process of receiving the subsidized colonoscopy from the HKG.
- 4.5 To facilitate continuity of care, each Project Patient agrees to participate in the eHRSS and give the relevant sharing consents to the Private Specialist or the relevant healthcare providers involved in the Project, and also consent to their data under the Project being sent to HA under the Module and to eHRSS in accordance with paragraph 7.
- 4.6 If a Project Patient enrolls in the Project and joins eHRSS at the same time, then such Project Patient agrees that HA may make available to HKG their relevant personal data solely for facilitating eHRSS registration.
- 4.7 If any Project Patient ceases to be an Eligible Person on or before the day of clinical assessment, such Project Patient shall notify HA and he/she shall not be entitled to receive any services under the Project.

5. The Subsidy, Co-Payment and Waiver Arrangements

- 5.1 Subsidy - the subsidy (“**Subsidy**”) HA will provide in respect of a Service Package will be HK\$6,800 (for a Tier A Package) or HK\$7,500 (for a Tier B Package), which will be paid to each Private Specialist in the following manner:
 - (a) an amount of HK\$300 will be paid after the Private Specialist has completed a Free Clinical Assessment for a Project Patient (“**First Amount**”); and
 - (b) an amount of HK\$6,500 (for a Tier A Package), or an amount of HK\$7,200 (for a Tier B Package), will be paid after the Private Specialist has completed the relevant Service Package (“**Second Amount**”).

Except as otherwise stated in these T&Cs, the Private Specialist is responsible for all costs and expenses associated in the provision of the relevant Service Package to a Project Patient, including but not limited to any consumables, medication, facility charges, etc. necessary for providing the service.

- 5.2 Co-payment - the co-payment (“**Co-payment**”) means the fee to be paid by the Project Patient under the Project. The Co-payment comprises the Minimum Co-payment and the Additional Fee (as defined in paragraphs 5.2(a) and 5.2(b) below), and will be paid by the Project Patient to the Private Specialist upon completion of the Service Package.
 - (a) Except as waived or exempted under paragraph 5.3 below, each Project Patient shall pay a minimum co-payment of HK\$1,000 (“**Minimum Co-payment**”) in order to participate in the Project.
 - (b) An additional fee of up to HK\$1,000 (“**Additional Fee**”) may be charged by the Private Specialist, on top of the Minimum Co-payment, for the provision of Specialist Care. The Additional Fee (if any) shall remain the same throughout

the term of the Project and will be published on HA's website relating to the Project.

- (c) The Private Specialist must make known to the public the amount of Additional Fee in the manner as required by HA.

5.3 Waiver Arrangements -

- (a) for Project Patient who is eligible for a waiver under the criteria set out in HA's website relating to the Project on www.ha.org.hk/ppp/colonppp (as amended from time to time at HA's sole discretion) ("**Waiver Eligible Patient**"), the Minimum Co-payment of HK\$1,000 charged under paragraph 5.2(a) will be waived and not payable by the Project Patient ("**HA Waiver Arrangement**"). HA will pay such amount to the Private Specialist after completion of the Service Package.
- (b) if a Private Specialist charges any Additional Fee under paragraph 5.2(b), he/she is encouraged to waive such Additional Fee for Waiver Eligible Patients. Private Specialists shall make known to the public such waiver arrangement.
- (c) Waiver Eligible Patients are encouraged to select a Private Specialist who does not charge any Additional Fee, so that such Project Patient is not required to pay any Co-payment under paragraph 5.2 above.

5.4 Other than the HA Waiver Arrangement above, no Project Patient is entitled to claim or use any social welfare benefits administered by or on behalf of the HKG and the HKG's Elderly Healthcare Voucher Scheme (collectively "**Social Welfare Benefits**") towards the Co-payment. However, they are entitled to claim or use Social Welfare Benefits towards the payment charged by Private Specialists for service(s) outside the scope of the Project.

5.5 The Private Specialist shall be solely responsible for collecting the Co-payment payable by the Project Patient and any fees charged for service(s) outside the scope of the Project. HA shall not be liable to the Private Specialist for any non-payment or part thereof by a Project Patient, for any reason whatsoever.

5.6 The Private Specialist shall be responsible for verifying via the Module if a Project Patient is an Eligible Person immediately before providing clinical assessment to the Project Patient. If the Project Patient is not an Eligible Person on the day of the relevant clinical assessment, any services which may be provided by the Private Specialist to such Project Patient shall be considered as the private arrangement between the Private Specialist and the Project Patient and at the Project Patient's own cost. Without prejudice to the generality of the foregoing paragraph 5.5, the Private Specialist shall be solely responsible for collection from such Project Patient of all fees and charges for provision of the relevant services and HA shall not be liable to the Private Specialist for payment of any Subsidy unless it can be demonstrated to HA's satisfaction that the Module has failed to show that such Project Patient has ceased to be an Eligible Person despite the Private Specialist has taken all practicable steps to verify the status of the Project Patient in accordance with this paragraph.

- 5.7 Each Private Specialist must follow the procedures that HA may specify from time to time in order to claim the Subsidy and the amount as referred to in paragraph 5.3(a), if applicable.

6. **Public-Private Partnership Arrangements**

6.1 **Management of the Colonoscopy Procedure**

- (a) Each Private Specialist must personally provide the Service Package, including the clinical assessment, colonoscopy procedure and post-procedural explanation and management, to the relevant Project Patient.
- (b) The Private Specialist shall ensure that a booking system is in place for making appointment for clinical assessment, colonoscopy procedure and post-procedural consultation.
- (c) The Private Specialist shall arrange clinical assessment for each Project Patient within 4 weeks from the date of booking and the subsequent colonoscopy procedure must be arranged within 4 weeks from the date of clinical assessment.
- (d) Each Private Specialist shall arrange post-procedural consultation to the relevant Project Patient and complete the dataset entry into the Module within 5 weeks after the colonoscopy procedure.

6.2 **Quality Assurance**

Each Private Specialist shall fulfill the following requirements for quality assurance:

- (a) comply with the Guideline of the Hong Kong Academy of Medicine (HKAM) on procedural sedation accessible at http://www.hkam.org.hk/publications/Guidelines_on_Procedural_Sedation.pdf;
- (b) have a clear infection control practice to ensure Project Patient's safety including following the Guidelines on Infection Control Practice in the Clinic Setting accessible at <https://www.chp.gov.hk/en/guideline/43462.html>;
- (c) have safe medication administration practices with appropriate documentation;
- (d) use endoscope reprocessor for reprocessing of endoscopes;
- (e) ensure proper ventilation for occupational safety in case Cidex is used; and
- (f) meet all applicable regulatory requirements for facilities providing colonoscopy procedures as imposed from time to time.

6.3 **Histopathology Service**

- (a) If a Project Patient undergoing colonoscopy is found to have any colorectal lesions that require biopsy and/or removal and hence histopathological examination, the Private Specialist shall perform such removal as clinically feasible, and shall arrange for the tissue specimen ("**Specimen**") in formalin to

arrive at the HA appointed histopathology laboratory for pathological examination within the same day as the colonoscopy.

- (b) The Private Specialist is required to promptly review the pathological result provided by the histopathology laboratory (which is expected to be available within 5 working days after it has been sent for examination under paragraph 6.3(a)). The Private Specialist shall also arrange subsequent post-procedural consultation and explanation of the pathological result to the relevant Project Patient.
- (c) The Private Specialist is required to input the data set entry, including the pathological result, to the Module within 5 weeks after the completion of the colonoscopy.
- (d) The fee of the Private Specialist for such procedure, its corresponding consumables for removal of polyp e.g. clips, hot biopsy forceps or snare etc., and the explanation of pathological result to the Project Patient are included in the fee for **Specialist Care**. HA will separately procure the histopathology laboratory service without charging an additional fee to the Project Patient.

6.4 Incomplete Colonoscopy

- (a) If a colonoscopy examination cannot be successfully completed, which means the colonoscope cannot reach the cecum, then the Private Specialist based on clinical judgment, must either
 - (i) offer another colonoscopy, including the corresponding drug prescription, consumables and facility arrangement, etc., to the Project Patient without additional fee to HA and the Project Patient; or
 - (ii) refer the Project Patient to have Computed Tomography (“CT”) Colonography for further investigation.
- (b) HA will separately procure CT Colonography Investigations and related services from a radiology service provider for the referred Project Patient.
- (c) The appointed radiology service provider will provide the report and radiographic images in the form of films and radiographic image data set (“**Report and Images**”) and deliver by courier to the Private Specialist within 4 weeks after the date of the referred Project Patient’s CT Colonography Investigation.
- (d) The Private Specialist must:
 - (i) provide a post-CT Colonography Investigation consultation and explanation of result to the Project Patient within 5 weeks from the date he/she receives the Report and Images. The Report and Images in the form of films and radiographic image data set shall be delivered to the Project Patient at the completion of the explanation; and
 - (ii) input the data set, including the radiological result, to the Module within 5 weeks from the date he/she receives the Report and Images.

- (e) The fee of the Private Specialist in providing the services under this Clause 6.4 are included in the fee for **Specialist Care**.

6.5 Programme Offices

HA will set up a Head Office Programme Office to administer and oversee the Project and will establish a Cluster Programme Office in each HA Cluster for patient enrollment. The Cluster Programme Office will:

- (a) provide information and assess HA patients according to programme criteria;
- (b) provide information to Project Patients to assist them in choosing their Private Specialist;
- (c) enroll Project Patients to the Project Programme; and
- (d) enroll Project Patients to eHRSS as necessary.

7. Sharing of Clinical Data

7.1 Each Private Specialist will promptly send to HA via the Module all data requested by the HA from time to time (including required data fields built into the Module) in respect of the relevant Project Patient to enable HA to have access thereto and incorporate the same into HA's records. HA will also place a copy of all sharable data (as defined in the Electronic Health Record Sharing System Ordinance) obtained from the Private Specialist onto the eHRSS.

7.2 Each Project Patient must read and understand the terms and conditions for the eHRSS before joining, and grant the necessary sharing consent to enable the relevant Private Specialist to have access to the Project Patient's records in the eHRSS.

8. Sharing of Personal Data

Each Private Specialist and Project Patient agrees to make available to HA and appropriate government departments/ agencies/ authorities etc. their respective relevant personal data for the purposes of facilitating the relevant Project Patient's participation in the Project and/or ascertaining, as the case may be, the HA Waiver Arrangement, the Social Welfare Benefits and/or the eligibility of the Private Specialist and/or the Project Patient to participate in the Project.

9. Research

Project Patients may be invited to participate in research conducted by HA or third party researchers engaged by HA to study the effectiveness and other aspects of the Project and the public-private collaboration on shared care or health care services.

10. Termination of Participation

10.1 By the Private Specialist

A Private Specialist may terminate participation in the Project at any time by giving no less than 90 days' written notice to the HA Programme Office. In such event, the Private Specialist shall, upon request of HA, make available to HA all medical records of the affected Project Patients in his/her possession or control.

10.2 By HA

HA may by written notice terminate forthwith the participation of a Private Specialist in the Project if he/she fails to comply with the participation requirements under paragraph 3.1 above or other requirements under these T&Cs, in which case, HA shall notify the affected Project Patients and the Private Specialist shall make available to HA upon request all medical records of the affected Project Patients in his/her possession or control.

HA may at any time by written notice terminate the participation of a Private Specialist in the Project by giving no less than 90 days' written notice to the Private Specialist.

HA may by written notice terminate the participation of a Project Patient in the Project forthwith if he/she ceases to be an Eligible Person on or before the day of the clinical assessment. On termination, the Project Patient may be referred back to their original places on HA's colonoscopy waiting list.

11. Confidentiality Undertaking

11.1 Each Private Specialist ("**the Confidee**") shall have access to HA's Confidential Information (as defined below) and, being the Confidee, hereby undertakes and covenants with HA 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 HA under the Project (including any data printed from the Module) or which HA has for the purposes of or in the course of the Project 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/her Authorized Users (as defined in Appendix 2) not to, during the continuance of the Project 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 Project or with the prior written consent of HA. 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/her Authorized Users (as defined in Appendix 2) not to, make use of or reproduce any Confidential Information, other than in the performance of the Confidee's duties and obligations under the Project or with the prior written consent of HA. Selling or supplying any Confidential Information for financial gain or any unauthorized purpose is strictly prohibited.
- 11.2 For the avoidance of doubt, the undertakings and obligations under this paragraph 11 shall survive the expiration or termination of the Project.

12. General

- 12.1 Both the Private Specialists and the Project Patients participating in this Project are subject to these T&Cs, which may be amended by HA at its sole discretion from time to time by giving not less than 30 days' prior written notice to the Private Specialists and/or the Project Patients.
- 12.2 Notices and communications to Private Specialists and/or Project Patients may (without prejudice to any other methods of giving notice in writing) be given (i) by letter sent by normal post or by email or by Short Message Service (SMS) to the postal address or email address or mobile number of such Private Specialist or Project Patient held on HA's records, or (ii) by posting on HA's website relating to the Project on www.ha.org.hk/ppp/colonppp. HA may also issue from time to time new and/or additional requirements, whether procedural or otherwise, which when issued and notified to the Private Specialists and/or Project Patients in accordance with this paragraph 12.2, shall become part of these T&Cs.
- 12.3 Each Private Specialist shall at all times act in relation to each Project Patient as an independent contractor, and not as an agent or employee of HA (nor hold out the relationship between HA and Private Specialist under the Project as being that of an agent or employee). Each Private Specialist shall be solely responsible for all related clinical care and management of the relevant Project Patients, including but without limitation to seeking informed consent, explaining the risks and complications of undergoing colonoscopy examination, reaching mutual agreement on the management plan in case complications arise. HA shall have no liabilities and obligations in relation thereto whatsoever.
- 12.4 Headings are for ease of reference and shall not define or limit the provisions hereof.
- 12.5 The Chinese version of these T&Cs is for reference only. In case of ambiguity or conflict between the Chinese and the English versions, the English version shall prevail.
- 12.6 These T&Cs are governed by the laws of the Hong Kong SAR. 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 these T&Cs shall be entitled

to enforce any right or term of these T&Cs pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong).

Appendix 1

Service Packages

Tier A Package: Service Package for clinical assessment and colonoscopy without removal of polyps (“Without Polypectomy”)

(a) Clinical Assessment

- (i) building of doctor-patient relationship;
- (ii) making clinical assessment;
- (iii) explanation of the procedure, the risk & benefits of colonoscopy, obtaining informed consent for the procedure;
- (iv) provision of prescribed medication and instruction for bowel preparation;
- (v) reaching mutual agreement including management plan and associated charges in case of complications, and arrangement and charge for extra services, if applicable; and
- (vi) inputting the information and submitting the claim for Subsidy (i.e. First Amount) in respect of a Clinical Assessment as required by the Module.

(b) Colonoscopy without removal of polyps

- (i) ensuring facility and equipment for conducting of the colonoscopy procedure, including waiting area, recovery area, emergency life support;
- (ii) inputting the information as required by the Module;
- (iii) conscious sedation;
- (iv) performing the colonoscopy procedure without removal of polyps and including all medical consumables required therefor;
- (v) performing such necessary clinical consultations and prescriptions to deal with common complications of the colonoscopy procedure occurring on site; and
- (vi) providing clinical colonoscopy report, clinical photo and documentation to the Project Patient.

(c) Post-procedural Explanation and Management

- (i) explaining the procedure result;
- (ii) arranging CT colonography if indicated and explaining the result;
- (iii) providing clinical management such as making appropriate referrals and advice e.g. explanation of different surveillance or treatment options (detailed explanation of treatment options or surgery for colorectal cancer is outside the scope of this package); and
- (iv) inputting of data required by HA into the Module, including colonoscopy procedure result, Histopathology result and CT colonography result, if applicable and submitting the claim for the Subsidy (i.e. Second Amount) as required by the Module.

Tier B Package: Service Package for clinical assessment and colonoscopy with removal of polyps (“With Polypectomy”)

(a) Clinical Assessment

- (i) building of doctor-patient relationship;
- (ii) making clinical assessment;
- (iii) explaining the procedure, the risk & benefits of colonoscopy, obtaining informed consent for the procedure;
- (iv) provision of prescribed medication and instruction for bowel preparation;
- (v) reaching mutual agreement including management plan and associated charges in case of complications, and arrangement and charge for extra services, if applicable; and
- (vi) inputting the information and submitting the claim for Subsidy (i.e. First Amount) for Clinical Assessment as required by the Module.

(b) Colonoscopy with removal of polyps

- (i) ensuring facility and equipment for conducting the colonoscopy procedure, including waiting area, recovery area, emergency life support;
- (ii) inputting the information as required by the Module;
- (iii) giving conscious sedation;
- (iv) performing the colonoscopy procedure with removal of polyps or any other therapeutic procedures, which may involve biopsy of mucosa or lesion(s) for tissue examination, and including all medical consumables required therefor but excluding fee for histopathology service which will be procured by HA separately;
- (v) performing necessary clinical consultations and prescriptions to deal with common complications of the colonoscopy procedure occurring on site; and
- (vi) providing clinical colonoscopy report, clinical photo and documentation to the Project Patient.

(c) Post-procedural Explanation and Management

- (i) explaining procedure result and histopathology result;
- (ii) arranging CT colonography if indicated and explaining the result;
- (iii) providing clinical management such as making appropriate referrals and advice e.g. explanation of different surveillance or treatment options (detailed explanation of treatment options or surgery for colorectal cancer is outside the scope of this package); and
- (iv) inputting of data required by HA into the Module, including colonoscopy procedure result, Histopathology result and CT colonography result, if applicable and submitting the claim for the Subsidy (i.e. Second Amount) as required by the Module.

Appendix 2

Provisions relating to the Electronic Health Record Sharing System

1. Private Specialist shall fulfill and continue to fulfill the following criteria for the duration of their participation in the Project:
 - (a) being either a registered healthcare provider (“HCP”) for the Hong Kong Government’s Electronic Health Record Sharing System (“eHRSS”) or authorized by a HCP to access and use the eHRSS;
 - (b) establishing and maintaining the necessary infrastructure at their clinics (or ensuring that such infrastructure is so established and maintained), to enable them and any authorized users appointed by them (“Authorized Users”) to access Project Patients’ medical records through the Colon Assessment PPP Interface Module (“Module”) and eHRSS, and input Project Patients’ information into the Module;
 - (c) if any Authorized Users have been appointed by the Private Specialist, or the HCP from whose premises the Private Specialist practices, providing a list of such Authorized Users to HA and informing HA promptly of any changes to such appointments;
 - (d) having completed training on the Module (“Training”) and ensuring that all Authorized Users have completed the same;
 - (e) complying with all rules, regulations and requirements imposed by HA from time to time; and
 - (f) notifying HA promptly if the Private Specialist ceases to be a HCP or an authorized user of a HCP (as the case may be).
2. The Project Patient must agree to join eHRSS and grant the necessary sharing consent to enable the Private Specialist and his/her Authorized Users to access their records in the eHRSS before they can be enrolled in the Project.
3. The Private Specialist and his/her Authorized Users shall not print patient records from the Module or use such printed records unless otherwise permitted by HA and shall not download or take photographs of any patient records from the Module or, unless required or permitted by law, give such patient records in any form to the Project Patient, his/her parent or guardian or any person acting for or on behalf of the Project Patient.
4. The Private Specialist shall take all necessary steps to ensure that his/her Authorized Users and employees shall be made aware of and perform the obligations under these T&Cs applicable to them and shall comply with all rules, regulations and requirements imposed by HA from time to time. Without prejudice to other rights which HA may have, HA is entitled to remove any Authorized User’s access to the Module in case of non-compliance.
5. All copyright and other intellectual property rights in respect of the compilation of data contained in or entered into the Module shall be vested in and belong to HA. The Private Specialist and his/her staff shall not infringe the copyright and other intellectual property rights of HA and shall indemnify HA against any loss, damages, liability, cost and expense arising from such infringement.
6. The Private Specialist and his/her Authorized Users shall only use the data in the Module for the Purposes and exercise reasonable care to protect patient confidentiality at all times. The Module and all data contained in or obtained from the Module shall be protected against unauthorized or accidental access, processing or other use. All access to the Module shall be made at secure computer terminals with adequate security measures.
7. The Private Specialist shall not, and shall procure his/her Authorized Users not to, share their eHRSS accounts with or disclose the passwords to any persons.
8. The Private Specialist shall make all necessary precautions and measures to ensure the Project Patients’ personal data in the Module are secured and protected. The Private Specialist and his/her Authorized Users shall comply with all obligations under the law in relation to personal data

including the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) (and the data protection principles), and the policies and requirements of HA (including any applicable hardware, software, security and upgrade requirements) in the handling, access, use, retention and security of the personal data on the Module. The personal data shall not be retained longer than is necessary for the Purposes.

9. If the Private Specialist and/or his/her Authorized Users know or suspect that the security or confidentiality of the Module or any information contained therein is compromised, they must immediately notify HA and shall cooperate with HA in taking all reasonable steps to ensure and protect such security or confidentiality.
10. The information contained in the Module is not intended to provide any professional advice and should not be relied upon in any diagnosis or other dealings with the Project Patient, but as a reference or guidance tool only. The Private Specialist and his/her Authorized Users acknowledge that when accessing the Module, they are solely responsible for undertaking all necessary medical and other investigations and /or examinations to reach their own diagnosis. It is the Private Specialist's and the Authorized Users' responsibility to interpret the data on the Module with professional knowledge and skills, taking into account their knowledge and assessment of the Project Patients' history and condition.
11. The Module may be updated and amended from time to time and at the time of access by the Private Specialist and/or his/her Authorized Users, the data on the Module is only a computer generated segment (and not the whole) of the Project Patients' health records in HA and may not be updated up to the time of access.
12. Data sent over the Internet cannot be guaranteed to be completely secured. HA will not be responsible for any damages or expense incurred or suffered by the Private Specialist, the Authorized Users or any person as a result of any delay, loss, diversion, alteration or corruption of any information provided by HA over the Internet.
13. The Module is provided "as is" without warranty or representation of any kind, express or implied being given by HA as to any aspect of the Module or any data held within it.
14. HA will not be liable to the Private Specialist or any of his/her Authorized Users or employees in any manner for any direct, indirect, special or consequential damages arising or claimed to be arising out of the Module. The Private Specialist shall be liable for any errors or omissions in the information it and/or his/her Authorized Users provide onto the Module and for any loss or damages suffered by HA for any negligence or misuse of the Module by the Private Specialist or his/her Authorized Users or employees.
15. No provision in this Appendix shall operate to restrict or limit any person's liability for death or personal injury caused by such person's negligence.
16. The right to access to the Module granted by HA to the Private Specialist and his/her Authorized Users shall immediately terminate when the Private Specialist ceases to participate in the Project.

Appendix 3

Definition of Eligible Persons

As per the Gazette, only patients falling into the following categories are eligible for the rates of charges applicable to "Eligible Persons":

- holders of Hong Kong Identity Card issued under the Registration of Persons Ordinance (Chapter 177 of the laws of Hong Kong), except those who obtained their Hong Kong Identity Card by virtue of a previous permission to land or remain in Hong Kong granted to them and such permission has expired or ceased to be valid;
- children who are Hong Kong residents and under 11 years of age; or
- other persons approved by the Chief Executive of HA.