

**Glaucoma Public-Private Partnership Programme
Framework and Terms and Conditions**

1. Introduction

- (a) Due to a range of clinical reasons, patients are referred to the Hospital Authority (“HA”) Specialist Outpatient Clinics (“SOPCs”) from various sources for specialist care. There has been an increase in demand for SOPCs and related services in the past few years.
- (b) Facing the surge of service demand, HA wishes to develop a framework and terms and conditions (“T&Cs”) for a Glaucoma Public-Private Partnership Programme (“the Project”) with private ophthalmologists (“**Private Ophthalmologists**”) for the provision of specialist care to participating HA Patients (“**Project Patients**”) suffering from glaucoma. A specific group of patients fulfilling the defined programme criteria will be invited to join the Project.
- (c) The Project will initially commence in designated HA clusters as set out in the schedule issued by HA from time to time and notified to Project Patients and Private Ophthalmologists in accordance with paragraph 13(b), and may be extended to other clusters by HA from time to time.

2. The Project

- 2.1
 - (a) HA shall operate the Project subject to these T&Cs.
 - (b) Private Ophthalmologists shall assume primary responsibility for, and attend to the Project Patients on their glaucoma condition.
- 2.2 Private Ophthalmologists may be enrolled in the Project on an individual basis.
- 2.3 Each Project Patient shall be enrolled with only one Private Ophthalmologist and may receive a maximum of 4 consultations, including necessary Specified Drugs (as defined in paragraph 6.1(b)), per annum (“**Subsidised Consultations**”) for follow-up of glaucoma. Each Subsidised Consultation and Specified Drugs shall be subsidised by HA so that the cost to the Project Patient shall be the same as that payable for an attendance to SOPC services provided by HA.
- 2.4 In view of special circumstances where Project Patients run out of the Specified Drugs before the next scheduled appointment is due, each Project Patient is entitled to a maximum of 4 visits per annum to attend Private Ophthalmologist’s clinic for refill of the required Specified Drugs (“**Refill Appointments**”). Under the Project, Refill Appointments are only allowed once after each Subsidised Consultation.
- 2.5 The Project may be terminated at any time by HA in its absolute discretion by giving not less than 90 days’ prior written notice.
- 2.6 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.

3. Participation in the Project by Private Ophthalmologists

- 3.1 Private Ophthalmologists 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) being included in the Specialist Register in the specialty of ophthalmology in accordance with Section 20K of the Medical Registration Ordinance (Cap 161 of the laws of Hong Kong);
 - (b) being either a registered healthcare provider ("**HCP**") for the Hong Kong Government's ("**HKG**") Electronic Health System ("**eHealth**") or authorized by a HCP to access and use the eHealth;
 - (c) 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 HA's medical records of Project Patients through the Glaucoma PPP Interface Module ("**Module**") and eHealth, and input the Project Patients' information into the Module;
 - (d) if any Authorized Users have been appointed by the Private Ophthalmologists, or the HCP from whose premises the Private Ophthalmologist practises, for the purpose of eHealth and the Module, providing a list of such Authorized Users to HA and informing HA promptly of any changes to such appointments;
 - (e) having completed training on the Module and ensuring that all Authorized Users have completed the same;
 - (f) complying with all rules, regulations and requirements imposed by HA from time to time; and
 - (g) notifying HA promptly if the Private Ophthalmologist ceases to be a HCP or an authorized user of a HCP (as the case may be).
- 3.2 HA will compile and publish a list of Private Ophthalmologists participating in the Project ("**HA List**") from time to time.
- 3.3 Private Ophthalmologists should avoid scheduling follow-ups for their enrolled Project Patients during any planned absence. Nevertheless, Private Ophthalmologists may arrange during their absence relieving doctors who fulfill the relevant criteria set out in paragraph 3.1 to attend their clinics and provide services in their place in accordance with these T&Cs.
- 3.4 All Private Ophthalmologists under this Project must maintain adequate and appropriate medical malpractice insurance cover/indemnity, and must be able to 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 Ophthalmologist and/or under his/her medical malpractice insurance cover/indemnity.
- 3.5 The Private Ophthalmologists shall report to the HA within 24 hours any clinical incidents or complaints of clinical incidents or professional misconduct in accordance with the reporting requirements and procedures as set out by the HA and to submit

written reports and take other follow-up actions in respect of the reported incident or complaint as may be directed by the HA within 4 weeks, to the satisfaction of the HA.

- 3.6 Each Private Ophthalmologist agrees that HA may keep an audit log of access to, use and printing of patient records on the Module by the Private Ophthalmologist and/or his/her Authorized Users and that HA may audit such access, use and printing during or after the access period. Each Private Ophthalmologist shall, and shall procure his/her Authorized Users to, assist HA on any apparent irregularity discovered in the log or questions that HA may raise from the log, and shall cooperate with HA as reasonably required on necessary administration and audit of the Project and its evaluation at the end of the Project.

- 3.7 Each Private Ophthalmologist acknowledges and agrees that:

- (a) the Module is not intended to provide professional advice and should not be relied upon in that regard but as a reference or guidance tool only;
- (b) when accessing the Module, appropriate professional advice should be obtained and/or rendered where necessary and that he/she will not rely solely on the Module in any diagnosis or other dealings with patients, but will be solely responsible for undertaking all necessary medical and other investigations and/or examinations to reach his/her own diagnosis;
- (c) the Module may be updated and amended from time to time and at the time of access, the data on the Module is only a computer generated segment (and not the whole) of the Project Patient's health records in HA and may not be updated up to the time of access;
- (d) it is his/her responsibility to interpret the data on the Module with professional knowledge and skills, taking into account his/her knowledge and assessment of the Project Patient's history and condition;
- (e) data on the Module sent over the Internet cannot be guaranteed to be completely secure and HA will not be responsible for any loss, damages or expense incurred or suffered by the Private Ophthalmologist or his/her Authorized Users as a result of any delay, loss, diversion, alteration or corruption of any information on the Module provided by HA over the Internet;
- (f) 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; and
- (g) HA will not be liable to any Private Ophthalmologist 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 Project or the Module or any act or omission of HA under these T&Cs. Each Private Ophthalmologist shall be liable for any errors or omissions in the information he/she provides onto the Module and for any loss or damages suffered by HA for any negligence or misuse of the Module by the Private Ophthalmologist or any of his/her Authorized Users or employees.

- 3.8 Each Private Ophthalmologist and his/her Authorized Users shall not print patient records from the Module or use such printed records except for a purpose 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.

- 3.9 Each Private Ophthalmologist shall take all necessary steps to ensure that his/her Authorized Users and employees 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.
- 3.10 No provision in these T&Cs shall operate to restrict or limit any person's liability for death or personal injury caused by such person's negligence.
- 3.11 Private Ophthalmologists shall comply with the requirements/recommendations/best practices set forth in the document "Public-Private Partnership Programmes for Healthcare Services – Corruption Prevention Guide for Service Providers" issued by Independent Commission Against Corruption via the link [https://www4.ha.org.hk/ppp/docs/default-source/glaucoma-ppp---useful-information/c2-corruption-prevention-guide-for-healthcare-service-providers-\(eng\)_2019d6d28dbd38904213a41ce54b4e1b2573.pdf?sfvrsn=57feb5f6_10](https://www4.ha.org.hk/ppp/docs/default-source/glaucoma-ppp---useful-information/c2-corruption-prevention-guide-for-healthcare-service-providers-(eng)_2019d6d28dbd38904213a41ce54b4e1b2573.pdf?sfvrsn=57feb5f6_10)
- 3.12 Private Ophthalmologists shall be responsible for the good conduct of its staff, sub-contractor(s) or agent(s) whilst providing the services under the Project to Project Patients and shall ensure that its staff, sub-contractor(s) or agent(s) do not solicit or accept any money or gifts from Project Patients or otherwise whilst deployed to provide the services.

4. Participation of Project Patients

- (a) After compiling the HA List, HA may issue invitations to participate in the Project to ophthalmology SOPC patients who fulfill the following criteria:
- (i) 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 (Cap. 113 of the laws of Hong Kong) ("**Eligible Persons**"). The current definition of Eligible Persons is set out in **Appendix 1**;
 - (ii) they are currently under the care ("**Care**") of ophthalmology SOPCs and assessed as clinically stable for participation in the Project. For clarification, "**Care**" means management of glaucoma with regular follow-up initiated by these SOPCs; and
 - (iii) they have attended SOPCs for treatment of glaucoma for at least one year before starting private services under the Project.
- (b) To facilitate shared care between the private and the public sectors, the Project Patients agree to participate in the eHealth and give the relevant sharing consents to healthcare providers involved in the Project, and also consent to their data under the Project and the Private Arrangements (as defined in

paragraph 6.3(a) below) being sent to HA under the Module and to eHealth in accordance with paragraph 8(a).

- (c) Each invited patient should submit his / her enrollment application to the Programme Office together with all required information and/or documents within a six-month validity period from the issue date of the invitation letter. Any late application or application which fails to meet all applicable requirements will not be considered. On successful enrollment in the Project, HA shall notify the Project Patient in writing that he/she has been accepted into the Project as a Project Patient. The Project Patient can then make an appointment with a Private Ophthalmologist of his/her choice to undertake the first Subsidised Consultation. If the Project Patient does not undertake the first Subsidised Consultation on his/her glaucoma within 6 months from the date of enrollment, he/she shall automatically be deemed to have withdrawn from the Project.
- (d) If any Project Patient terminates his/her participation in the Project, HA may at its discretion accept a new patient into the Project as a replacement Project Patient.
- (e) For subsequent changes of Private Ophthalmologist for any Project Patient during the period of participation in the Project, Project Patient should inform the Programme Office to effect the change. No guarantee of access to a specific Private Ophthalmologist is given. Each Project Patient can only be enrolled with one Private Ophthalmologist at any one time. Each Project Patient must agree to HA's sharing of his/her personal data with such Private Ophthalmologist to facilitate his/her participation in the Project.
- (f) If the Project Patients enroll in the Project and join eHealth at the same time, the Project Patients agree that HA may make available to HKG their relevant personal data solely for facilitating eHealth registration.
- (g) If any Project Patient ceases to be an Eligible Person at any time after his/ her enrolment in the Project, such Project Patient shall notify HA and he/she shall not be entitled to any Subsidised Consultations or receive any services under the Project during the period when he/ she is not an Eligible Person.
- (h) The HA prohibits its employees, agents and service providers who are involved in this Project from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in connection with this Project. Hence, Project Patients and their families should not offer any advantage to the above persons.

5. Fees and Subsidies

- (a) The charges payable under the Project ("**Service Fee**") include the charge payable for each Subsidised Consultation attended by a Project Patient, and the charge for investigations arranged by the Private Ophthalmologist under the Project scope as set out in paragraph 6.2. The Service Fee is listed in the fee schedule issued by HA from time to time and notified to Private Ophthalmologists in accordance with paragraph 13(b), payable in part by the Project Patient, and the balance, by HA.

- (b) Except as waived or exempted under paragraph 5(h), the Project Patient has to pay the co-payment (“**Co-Payment**”) which comprises the following:
- (i) for each Subsidised Consultation and Specified Drug, the same amount as if he/she was paying the relevant SOPC fee(s) for subsequent attendance and for drug item as currently set out in the Gazette; and
 - (ii) for investigation services, Project Patient has to pay for each item whether or not these services are provided on the same day as the Subsidised Consultation, at the same amount as if he/she was paying the subsequent attendance fee for allied health clinic as currently set out in the Gazette; and
 - (iii) for each Refill Appointment, the same amount as if he/she was paying the relevant SOPC fee(s) for subsequent attendance and for drug item as currently set out in the Gazette.

Other than the Co-Payment under paragraph 5(b)(iii), the balance will be paid by HA by way of subsidy towards the Service Fee (“**Subsidy**”). The Specified Drug prescribed to the Project Patient will be replenished in accordance with paragraph 7. There is no subsidy from HA for the Refill Appointment.

- (c) Other than the waiver of Co-Payment or part thereof for specified Project Patients set out in paragraph 5(h) below (“**Waiver Arrangement**”), Project Patients are not 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 payment of fees charged by Private Ophthalmologists for service(s) outside the scope of the Project.
- (d) The Private Ophthalmologist 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 Ophthalmologist for any non-payment or part thereof, for any reason whatsoever.
- (e) The Private Ophthalmologist shall be responsible for verifying via the Module if a Project Patient is an Eligible Person immediately before attending to the Project Patient. If the Project Patient is not an Eligible Person on the day of attendance, any services which may be provided by the Private Ophthalmologist to such Project Patient shall be considered as the Private Arrangement between the Private Ophthalmologist and the Project Patient and at the Project Patient’s own cost. Without prejudice to the generality of the foregoing paragraph (d), the Private Ophthalmologist 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 Ophthalmologist 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 Ophthalmologist has taken all practicable steps to verify the status of the Project Patient in accordance with this paragraph.

- (f) The Private Ophthalmologists shall follow the procedures that HA may specify from time to time in order to claim the Subsidy.
- (g) Each Private Ophthalmologist shall endeavour to submit claims for the Subsidy within 9 months of the provision of a Subsidised Consultation. Submitted claims shall be verified by the HA and, subject to verification and acceptance of the claim, payment shall be made by the HA within 30 clear working days from the date of which the submitted claims are, to the satisfaction of and not disputed by the HA. For any disputed claims, the HA reserves the right to withhold payment until the issue is resolved. Any claims for the Subsidy received after stated timeframe shall only be processed and paid at the discretion of the HA and may be subject to delays or denial of payment if such claim could not be verified.
- (h) A 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/glaucomappp (as amended from time to time at HA's sole discretion) may be entitled to partial or full waiver of the Co-Payment when he/she attends the Private Ophthalmologist under the Project. Civil servants, pensioners, HA staff, HA retirees, and their eligible dependants are entitled to free medical benefits when seeking consultation in SOPC and they will also be exempt from the Co-Payment for each Subsidised Consultation, Specified Drug, investigation service and Refill Appointment they obtain from the Private Ophthalmologists under the scope of the Project. In such situations, except for Refill Appointment, HA will also pay the Private Ophthalmologist the amount that has been waived.
- (i) In the event of any inconsistency between HA's records and any paper certificate produced by the Project Patient as to the amount of waiver that he/she may be entitled to at the time of consultation, the waiver status in HA's records shall prevail. If appropriate, the Private Ophthalmologist may refer the Project Patient to the Programme Office to assist in clarifying and, subsequently, handling of any discrepancy, such as overpayment or underpayment by the Project Patient to the Private Ophthalmologist.

6. **Public-Private Partnership Arrangements**

6.1 **Management of glaucoma condition**

- (a) During each Subsidised Consultation, the Private Ophthalmologist must attend to the Project Patient's glaucoma condition, and if so required by the Project Patient's clinical condition, prescribe medications for glaucoma. The Private Ophthalmologists shall be responsible for procuring medications for prescribing to Project Patients.
- (b) HA shall make available a medications list to treat glaucoma as set out in the specified drug schedule issued by HA from time to time and notified to Private Ophthalmologists in accordance with paragraph 13(b) ("**Specified Drugs**"). After prescribing and dispensing the Specified Drugs to the Project Patients in accordance with these T&Cs, Private Ophthalmologists can procure the Specified Drugs for stock replenishment from HA approved suppliers ("**Drug Suppliers**") in accordance with these T&Cs and subject to the availability of the Specified Drugs as informed by the Drug Suppliers and the maximum Specified

Drug replenishments as specified by HA from time to time. In case of any prolonged disruption in the supply of any Specified Drug, HA shall have the sole discretion to make alternative arrangements with the affected Private Ophthalmologists.

- (c) The provision of up to three items of glaucoma drugs and an item of artificial tears under the **Specified Drugs** by the Private Ophthalmologists at each Subsidised Consultation or Refill Appointment, subject to the annual maximum quantity of each drug item as specified by HA from time to time, are covered under the scope of the Project and shall incur no extra cost to any Project Patient apart from his/her Co-Payment.

6.2 Investigation Services

Private Ophthalmologists may provide investigation services of up to one visual field test and one optical coherence tomography scan per year for each Project Patient as part of the glaucoma management. Such provisions are covered under the scope of the Project and shall incur no extra cost to any Project Patient apart from his/her Co-payment.

6.3 General Provisions

Notwithstanding the 4 Subsidised Consultations and 4 Refill Appointments arrangement per annum under this Project:

- (a) In line with free choice in the private sector, the Project Patient may agree to the Private Ophthalmologist for being prescribed and dispensed medications (outside of the scope of the Project) and/or undertaking any procedures or receiving any therapies (outside of the scope of the Project) at the Project Patient's own cost. The Private Ophthalmologist may also undertake medical consultation for the Project Patient outside of the maximum 4 Subsidised Consultations annually or in situation as stipulated in paragraph 5(e) above, as part of any private arrangement between them and at the Project Patient's own cost. These arrangements shall be referred to as "**Private Arrangements**". If the Project Patient does not agree with any such proposed Private Arrangements which have to be undertaken at his/her cost, he/she can always contact the Programme Office and the Private Ophthalmologist shall make the availability of such options clear to the Project Patient before commencing any Private Arrangement.
- (b) The Project Patient can attend HA for emergency services or illness not covered by the Project or when necessary, whether or not he/she has used up the Subsidised Consultations.
- (c) The Private Ophthalmologist can always refer the Project Patient to HA for illness not covered by the Project, in line with the usual HA practice.

6.4 Programme Office

HA will administer and oversee the Project and will establish a Programme Office for such purposes. The Programme Office will assist both the Private Ophthalmologists and the Project Patients in the implementation of the Project, such as:

- (a) providing information to Project Patients to assist them in choosing or changing their Private Ophthalmologists; and
- (b) assisting in referrals of Project Patients back to ophthalmology SOPC / HA, in line with the usual HA practice.

7. Arrangements with Drug Suppliers

- (a) HA shall use its best endeavours to enter into arrangements with the Drug Suppliers to permit supply of Specified Drugs from the Drug Suppliers to Private Ophthalmologists for replenishment under the Project.
- (b) Specified Drugs shall be ordered by Private Ophthalmologists within a designated period as notified by HA from time to time, according to the quantity prescribed and dispensed to Project Patients in accordance with these T&Cs, using a drug order form provided by HA from time to time and/or electronic or other means designated for the Project. Failure to comply with this clause by the Private Ophthalmologists may result in the Specified Drugs not being replenished.
- (c) Delivery of Specified Drugs to Private Ophthalmologists shall be made by Drug Suppliers after obtaining the confirmation from HA.
- (d) HA may specify maximum quantity of Specified Drugs which may be supplied to a Private Ophthalmologist under the drug replenishment arrangements in accordance with these T&Cs for any specified period of time.
- (e) Payments for the Specified Drugs to Drug Suppliers are settled by HA according to the contractual agreements between Drug Suppliers and HA.
- (f) Notwithstanding paragraph 7(e) above, the Private Ophthalmologists and Drug Suppliers shall contact each other directly in case of any issue, including delivery error or drug recall, late delivery, shelf-life or dispute regarding the Specified Drugs delivered by the Drug Suppliers and endeavor to resolve such issue or dispute in good faith.

8. Sharing of Clinical Data

- (a) HA will provide salient features of Project Patients' medical histories and medication/drug allergies to facilitate the sharing of data between HA and the Private Ophthalmologists for their continuation of care either in the HA or the private sector or other related purposes ("**Purposes**"). Each Private Ophthalmologist 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 System Ordinance) (Cap. 625 of the laws of Hong Kong) obtained from the Private Ophthalmologist onto the eHealth.

- (b) The Project Patients must read and understand the terms and conditions for the eHealth before joining, and grant the necessary sharing consent to enable the Private Ophthalmologists to have access to the Project Patients' records in the eHealth.

9. Sharing of Personal Data

Each of the Private Ophthalmologist and the 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 Project Patients' participation in the Project and/or ascertaining, as the case may be, the Waiver Arrangement, the Social Welfare Benefits and/or the eligibility of the Private Ophthalmologist and/or the Project Patient to participate in the Project.

10. 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.

11. Termination of Participation/the Project

11.1 By the Private Ophthalmologist

- (a) A Private Ophthalmologist may terminate participation in the Project at any time by giving not less than 90 days' written notice to both HA through the Programme Office and to the affected Project Patients under his/her care. In such event, the Private Ophthalmologist shall:
 - (i) assist the Programme Office to notify the affected Project Patients;
 - (ii) upon request of the Programme Office, continue to provide medical consultations for the Subsidised Consultations for any Project Patient until he/she has been enrolled with another Private Ophthalmologist; and
 - (iii) upon request of the Programme Office, make available to HA all medical records of the affected Project Patients in his/her possession or control.
- (b) A Private Ophthalmologist may, without terminating his/her participation in the Project, terminate the doctor-patient relationship with any specific Project

Patient by giving not less than 30 days' written notice to both HA through the Programme Office and that specific Project Patient in which case, paragraphs 11.1(a)(i), (ii) and (iii) above shall apply.

11.2 By HA

- (a) HA may by written notice terminate forthwith the participation of a Private Ophthalmologist 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 through the Programme Office notify the affected Project Patients and the Private Ophthalmologist shall comply with paragraphs 11.1(a)(i), (ii) and (iii) above.
- (b) HA may terminate the participation of a Private Ophthalmologist in the Project by giving not less than 90 days' written notice to the Private Ophthalmologist.
- (c) HA may terminate the participation of a Project Patient if he/she does not undertake the first Subsidised Consultation on his/her glaucoma within 6 months from the date of enrollment.
- (d) 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 and the Private Ophthalmologist will be notified accordingly. On termination, the Project Patient may be referred back to ophthalmology SOPC / HA.

11.3 By the Project Patient

Any Project Patient may terminate his/her participation in the Project at any time by giving not less than 30 days' prior written notice to both HA through the Programme Office and his/her Private Ophthalmologist. On termination, the Project Patient may be referred back to the ophthalmology SOPC / HA. In the event that the Project Patient wishes to terminate the doctor-patient relationship with his/her Private Ophthalmologist but not his/her participation in the Project, he/she may enroll with another Private Ophthalmologist through the assistance of the Programme Office, and the Private Ophthalmologist shall comply with paragraphs 11.1(a)(i), (ii) and (iii) above.

- 11.4 Upon the termination of the Project or these T&Cs, the Private Ophthalmologist shall at HA's request return to HA all the documents and materials supplied or made available to him/her by HA for the purpose of these T&Cs. Any data printed from the Module with authorization of HA or as permitted under these T&Cs and any data from the Module retained in the records maintained by the Private Ophthalmologist shall continue to be kept confidential by the Private Ophthalmologist and subject to the requirements of these T&Cs.

12. Confidentiality and Data Protection

- 12.1 A Private Ophthalmologist ("**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 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 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.

12.2 Without limiting the generality of paragraph 12.1 above, each Private Ophthalmologist shall, and shall procure that his/her Authorized Users and employees to:

- (a) only use the data in the Module for the Purposes and exercise reasonable care to protect patient 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 (and the data protection principles) in the handling, access, use, retention and security of the personal data on the Module and shall not retain the personal data longer than is necessary for the Project and the Purposes;
- (c) not share their eHealth accounts with or disclose the passwords to any persons;
- (d) ensure that the Module and the personal data contained in and/or obtained from the Module is protected against unauthorized or accidental access, processing or other use, and ensure that all access to the Module shall be made at secure computer terminals with adequate security measures; and
- (e) immediately notify HA if he/she suspects or finds that the security or confidentiality of the Module is compromised or breached, and shall cooperate with HA in taking all reasonable steps to ensure and protect such security or confidentiality.

- 12.3 For the avoidance of doubt, the undertakings and obligations under this paragraph 12 shall survive the expiration or termination of the Project.

13. General

- (a) Both the Private Ophthalmologists and the Project Patients participating in this Project are subject to these T&Cs, which may be amended by HA at its discretion from time to time by giving not less than 30 days' prior written notice to the Private Ophthalmologists and/or the Project Patients.
- (b) Notices and communications to Private Ophthalmologists and/or Project Patients may (without prejudice to any other method 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 Ophthalmologist 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/glaucomappp. 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 Ophthalmologists and/or Project Patients in accordance with this paragraph 13(b), shall become part of these T&Cs.
- (c) Private Ophthalmologist shall at all times act in relation to Project Patients as an independent contractor, and not as an agent or employee of HA (nor hold out the relationship between HA and Private Ophthalmologist under the Project as being that of an agent or employee). Private Ophthalmologists shall be solely responsible for the care of the Project Patients, including any diagnosis and treatment, and HA shall have no liability in relation thereto whatsoever.
- (d) Headings are for ease of reference and shall not define or limit the provisions hereof.
- (e) 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.
- (f) 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.

Appendix 1

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), 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.