

GOPC Public Private Partnership Framework and Terms and Conditions

1. Introduction

- (a) Outpatient services are provided by the Hospital Authority (“**HA**”) and the HA Clusters through specialist outpatient clinics (“**SOPC**”) and general outpatient clinics (“**GOPC**”).
- (b) HA has developed and wishes to continue to develop a framework and terms and conditions (“**T&Cs**”) for a public private partnership (“**the Project**”) with private doctors participating in the Project (“**Private Doctors**”) in accordance with paragraph 13(b). for the provision of outpatient services to participating HA Patients (“**Project Patients**”) suffering from designated chronic diseases (“**Relevant Illnesses**”) in Hong Kong. A specific group of target patients fulfilling the defined clinical and project criteria will be invited to join the Project.

2. The Project

- 2.1
 - (a) HA shall operate the Project subject to these T&Cs.
 - (b) Private Doctors shall assume primary responsibility for, and attend to the Relevant Illnesses of Project Patients.
- 2.2 Private Doctors may be enrolled in the Project on an individual basis.
- 2.3 Each Project Patient shall be enrolled with only one Private Doctor and may make a maximum of 10 visits per annum (for both chronic follow-up of the Relevant Illnesses and/or episodic illnesses (acute or chronic), in line with the usual HA practice) subject to chronic illness being attended to by the Private Doctor at least once every 12 weeks if so required by the Project Patient’s clinical condition. In addition, additional visit(s) valid for fixed period(s), may be made available to the Project Patients under the Project during surges of service demand, including, but not limited to, winter and/or influenza surges, as the case may be. Details of the additional visit(s) are determined by HA from time to time at its sole discretion and notified to the Project Patients and the Private Doctors in accordance with paragraph 13(b). Each of the 10 visits per annum and additional visit(s) (if any) as mentioned above (“**Subsidised Visit**”) shall be subsidised by HA so that the cost to the Project Patient of each Subsidised Visit shall be the same as for a visit to GOPC services provided 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.

3. Participation in the Project by Private Doctors

- 3.1 Private Doctors 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) practising at clinics which must operate for at least 5 days per week and 3 hours per day (including sessions by their relieving doctors providing services in their place with the fulfillment of relevant criteria set out below);
 - (b) being included in the general register to practise medicine, surgery and midwifery in accordance with Section 14 or Section 14A of the Medical Registration Ordinance (Cap 161 of the laws of Hong Kong);
 - (c) being either a registered healthcare provider (“**HCP**”) for the Hong Kong Government’s (“**HKG**”) Electronic Health Record Sharing System (“**eHRSS**”) or authorized by a HCP to access and use the eHRSS;
 - (d) 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 GOPC PPP Interface Module (“**Module**”) and eHRSS, and input the Project Patients’ information into the Module;
 - (e) if any Authorized Users have been appointed by the Private Doctors, or the HCP from whose premises the Private Doctor practises, for the purpose of eHRSS and the Module, providing a list of such Authorized Users to HA and informing HA promptly of any changes to such appointments;
 - (f) having completed training on the Module (“**Training**”) and ensuring that all Authorized Users have completed the same;
 - (g) complying with all rules, regulations and requirements imposed by HA from time to time; and
 - (h) notifying HA promptly if the Private Doctor ceases to be a HCP or an authorized user of a HCP (as the case may be).
- 3.2 Private Doctors are encouraged to enroll with HKG’s Primary Care Directory by the time they start providing services under the Project.
- 3.3 HA will compile and publish a list of Private Doctors participating in the Project from time to time.
- 3.4 Each Private Doctor may stipulate the maximum number of Project Patients that he/she is prepared to enroll under this Project.
- 3.5 Each Private Doctor must have arrangements in place during their absence for relieving doctors who are also Authorized Users and who have completed the Training to provide services in their place in accordance with these T&Cs. Nevertheless, Private Doctors should avoid scheduling follow-ups for their enrolled Project Patients during any planned absence.
- 3.6 All Private Doctors 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 Doctor and/or under his/her medical malpractice insurance cover/indemnity.

3.7 Each Private Doctor agrees that HA may keep an audit log of access to, use and printing of patient records on the Module by the Private Doctor and/or his/her Authorized Users and that HA may audit such access, use and printing during or after the access period. Each Private Doctor 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.

3.8 Each Private Doctor 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 Doctor 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 Doctor 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 Doctor 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 Doctor or any of his/her Authorized Users or employees.

- 3.9 Each Private Doctor 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.
- 3.10 Each Private Doctor 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.
- 3.11 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.
- 3.12 Private Doctors 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/gopcphp and adopt the recommended practices set out therein where applicable.

4. Participation of Project Patients

- (a) HA may issue invitations to HA patients who fulfill the following criteria to participate in the Project:
- (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 ("**Eligible Persons**"). The current definition of Eligible Persons is set out in **Appendix 1**;
 - (ii) they are currently under the care ("**Care**") of GOPCs and/or SOPCs. For clarification, "**Care**" means management of their Relevant Illnesses with regular follow up initiated by these GOPCs and/or SOPCs; and
 - (iii) they have attended consultation in HA outpatient clinics for treatment of the Relevant Illnesses for a period of 12 months before starting private service under the Project.
- (b) To facilitate shared care between the private and the public sectors, the Project Patients agree to participate in the eHRSS 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 eHRSS in accordance with paragraph 8 (a).
- (c) As part of the invitation, a Project Patient will be requested to nominate his/her choice of Private Doctors from the list of Private Doctors participating in the Project in order of preference. This is on the understanding that if the Project

Patient's highest preference Private Doctor is not available or declines the Project Patient, HA may go down the list for enrollment purposes. Each Project Patient must agree to HA's sharing of his/her personal data with such Private Doctors to facilitate his/her participation in the Project. On successful enrollment with a Private Doctor, HA shall notify the Project Patient in writing that he/she has been accepted into the Project as a Project Patient. If the Project Patient does not undertake the first Subsidised Visit in respect of his/her Relevant Illnesses within 6 months since 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 the avoidance of doubt, paragraph 4(c) above applies to the Project Patient's initial choice and subsequent changes of Private Doctor during the period of participation in the Project. No guarantee of access to a specific Private Doctor is given, but assistance may be sought from the Cluster PPP Office. Each Project Patient can only be enrolled with one Private Doctor at any one time.
- (f) If the Project Patients enroll in the Project and join eHRSS at the same time, the Project Patients agree that HA may make available to HKG their relevant personal data solely for facilitating eHRSS 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 Visit or receive any services under the Project during the period when he/ she is not an Eligible Person.

5. Fees and Subsidies

- (a) The charges payable under the Project ("**Service Fee**") include the charge payable for each Subsidised Visit attended by a Project Patient and the charge for medications prescribed by the Private Doctor to the Project Patient under the Project scope as set out in paragraph 6.1(d) (excluding the Add-on Medications which will be arranged in accordance with paragraphs 6.1(c) and 7.1(d) and thus do not form a component of the Service Fee). The Service Fee is listed in the fee schedule issued by HA from time to time and notified to Private Doctors 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, the Project Patient has to pay the same amount as if he/she were paying the GOPC fee as currently set out in the Gazette ("**Co-Payment**"). The balance will be paid by HA by way of subsidy towards the Service Fee ("**Subsidy**").
- (c) Other than the waiver of Co-Payment or part thereof for specified Project Patients set out in paragraph 5(g) 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 Doctors for service(s) outside the scope of the Project.

- (d) The Private Doctor 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 Doctor for any non-payment or part thereof, for any reason whatsoever.
- (e) The Private Doctor 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 Doctor to such Project Patient shall be considered as the private arrangement between the Private Doctor and the Project Patient and at the Project Patient's own cost. Without prejudice to the generality of the foregoing paragraph (d), the Private Doctor 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 Doctor 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 Doctor having taken all practicable steps to verify the status of the Project Patient in accordance with this paragraph.
- (f) The Private Doctors shall follow the procedures that HA may specify from time to time in order to claim the Subsidy.
- (g) 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/gopcphp (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 Doctor under the Project. Civil servants, pensioners, HA staff or their eligible dependants are entitled to free medical benefits when seeking consultation in HA outpatient clinics and they will also be exempt from the Co-Payment for each consultation they obtain from the Private Doctors under the scope of the Project. In such situations, HA will also pay the Private Doctor the amount that has been waived.
- (h) 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 Doctor may refer the Project Patient to the Cluster PPP Office to assist in clarifying and, subsequently, handling of any discrepancy, such as overpayment or underpayment by the Project Patient to the Private Doctor.

6. Public-Private Partnership Arrangements

6.1 Management of Relevant Illnesses and/or episodic illnesses (acute or chronic)

- (a) During each Subsidised Visit, the Private Doctor must attend to the Project Patient's Relevant Illnesses and/or episodic illnesses (acute or chronic), and if so required by the Project Patient's clinical condition, prescribe medications for Relevant Illnesses and medications for episodic illnesses.
- (b) The existing provision of HA outpatient clinics services, so far as they relate to the management of Relevant Illnesses with a view to achieving the aims of management and eventually developing best practices, shall be undertaken by both the Private Doctors and HA doctors through substantially uniform practices. Subject to paragraphs 6.1(c) and 7(d), the Private Doctors shall be responsible for procuring at their own cost medications for prescribing to Project Patients. To achieve these:
 - (i) Private Doctors should from time to time make reference to the Reference Framework(s) issued by HKG Primary Care Office under the Department of Health on the management of Relevant Illnesses, which include follow-up monitoring requirements and referral suggestions ("**Management Practices**"). The Private Doctors should take note of such Management Practices which include necessary routine examinations and tests and record them in the Module; and
 - (ii) HA shall use its best endeavours to make available a platform whereby a list of medications to treat the Relevant Illnesses and episodic illnesses as set out in the specified drug schedule issued by HA from time to time and notified to Private Doctors in accordance with paragraph 13(b) ("**Specified Drugs**") can be available for purchase by the Private Doctors from HA approved suppliers ("**Drug Suppliers**") on terms of purchase and supply agreed between the Drug Suppliers and HA in relation to purchases by HA of such Specified Drugs, so that the Private Doctors can prescribe such medications to the Project Patients; in each case up to the maximum Specified Drug purchases as specified by HA from time to time.
- (c) In addition to the Specified Drugs, HA may, from time to time, include for fixed period(s) under the Project such other medications for Relevant Illnesses and/or episodic illnesses as notified to Private Doctors in accordance with paragraph 13(b) for prescription to Project Patients during Subsidised Visits made by them in the said period(s) ("**Add-on Medications**"). The Private Doctors shall be responsible for procuring the Add-on Medications for prescribing to Project Patients. Unless otherwise notified by the HA, after prescribing and dispensing the Add-on Medications to the Project Patients in accordance with these T&Cs, Private Doctors can procure the Add-on Medications for stock replenishment from Drug Suppliers in accordance with these T&Cs and subject to the availability of the Add-on Medications as informed by the Drug Suppliers and the maximum Add-on Medications replenishments as specified by HA from time to time. In case of any prolonged disruption in the supply of any Add-on Medications, HA shall have the sole discretion to make alternative arrangements with the affected Private Doctors.

- (d) The provision of Specified Drugs, Add-on Medications (if any and subject to the maximum quantity specified by the HA) and other medications (up to 3 days) for episodic illnesses by the Private Doctors are covered under the scope of the Project and shall incur no extra cost to any Project Patient apart from his/her Co-Payment, if any.

6.2 X-Rays and Laboratory Tests

- (a) Private Doctors may refer the Project Patients to designated HA hospitals or clinics for laboratory tests and x-rays, for investigation of their Relevant Illnesses. The Private Doctors shall not charge for such referrals, but the Project Patients are required to pay the appropriate HA charges for such laboratory tests or x-rays, if any, according to the Gazette. HA hospitals shall undertake such laboratory tests and x-rays as if the Project Patients were referred to it by HA outpatient clinics. A list of the laboratory tests and x-rays available under the Project is set out in the laboratory test and x-rays schedule issued by HA from time to time and notified to Private Doctors in accordance with paragraph 13(b).
- (b) The laboratory test and x-ray results from HA hospitals or clinics as referred to in paragraph 6.2(a) above are for reference only and are not a substitute for professional advice, diagnosis or treatment. It is the Private Doctors' sole responsibility to interpret these results and to arrange for any necessary follow-up, and HA shall have no liability in relation thereto.

6.3 General Provisions

Notwithstanding the Subsidised Visits arrangement under this Project:

- (a) In line with free choice in the private sector, the Project Patient may always agree to the Private Doctor referring him/her to the Private Doctor's sources for x-rays/laboratory tests, 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 Doctor may also undertake medical consultation for the Project Patient outside of the maximum number of Subsidised Visits 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 Cluster PPP Office and the Private Doctor shall make the availability of such option clear to the Project Patient before commencing any Private Arrangement.
- (b) The Project Patient can seek medical attention in HA for emergency services or illness not covered by the Project or when necessary, whether or not he/she has used up the Subsidised Visits.
- (c) The Private Doctor can always refer the Project Patient back to HA, in line with the usual HA practice.

Through the collaboration under the Project, both the Private Doctors and HA shall assist in the promotion of the family doctor concept in the community.

6.4 Cluster PPP Office

HA will administer and oversee the Project and will establish a Cluster PPP Office in each HA Cluster for such purposes. The Cluster PPP Office will assist both the Private Doctors 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 Doctors; and
- (b) assisting in referrals of Project Patients back to 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 Private Doctors to purchase the Specified Drugs for use in the Project direct from or be supplied with the Add-on Medications under the Project by the Drug Suppliers.
- (b) Specified Drugs and Add-on Medications shall be ordered by, and supplied direct to, Private Doctors using a drug order form provided by HA from time to time and/or electronic or other means designated for the Project.
- (c) In respect of the Specified Drugs,
 - (i) Either HA or the Drug Supplier may specify maximum purchase amounts of Specified Drugs which may be purchased by a Private Doctor at prices offered for the Project for any specified period; and
 - (ii) All legal and contractual relations relating to purchase of the Specified Drugs by Private Doctors shall be between the Drug Supplier and the Private Doctors. HA shall have no liability, and does not make any representation or warranty in relation to such Specified Drugs, their availability or consequences of usage, and the use of drug order form and/or electronic or other means for Specified Drug purchase.
- (d) In respect of the Add-on Medications, unless otherwise notified to Private Doctors by the HA,
 - (i) Add-on Medications shall be ordered by Private Doctors according to the quantity prescribed and dispensed to Project Patients in accordance with these T&Cs and such other ordering requirements as notified by HA from time to time. Failure to comply with this paragraph by the Private Doctors may result in the Add-on Medications not being replenished.

- (ii) Delivery of the Add-on Medications to Private Doctors shall be made by Drug Suppliers after obtaining the confirmation from HA.
- (iii) HA may specify maximum quantity of the Add-on Medications which may be supplied to a Private Doctor under the drug replenishment arrangements in accordance with these T&Cs for any specified period of time.
- (iv) Payments for the Add-on Medications to Drug Suppliers are settled by HA according to the contractual agreements between Drug Suppliers and HA.
- (v) Notwithstanding paragraph 7(d)(iv) above, the Private Doctors 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 Add-on Medications 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 Doctors for their continuation of care either in the HA or the private sector or other related purposes ("**Purposes**"). Each Private Doctor 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 Doctor onto the eHRSS.
- (b) The Project Patients must read and understand the terms and conditions for the eHRSS before joining, and grant the necessary sharing consent to enable the Private Doctors to have access to the Project Patients' records in the eHRSS.

9. Sharing of Personal Data

Each of the Private Doctor 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 Doctor 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 Doctor

A Private Doctor may terminate participation in the Project at any time by giving not less than 90 days' written notice to both HA through the relevant Cluster PPP Office and to the affected Project Patients under his/her care. In such event, the Private Doctor shall:

- (a) assist the Cluster PPP Office to notify the affected Project Patients;
- (b) upon request of the Cluster PPP Office, continue to provide medical consultations for the Subsidised Visits for any Project Patient until he/she has been enrolled with another Private Doctor; and
- (c) upon request of the Cluster PPP Office, make available to HA all medical records of the affected Project Patients in his/her possession or control.

A Private Doctor 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 relevant Cluster PPP Office and that specific Project Patient in which case, paragraphs 11.1(a), (b) and (c) above shall apply.

11.2 By HA

HA may by written notice terminate forthwith the participation of a Private Doctor 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 Cluster PPP Office notify the affected Project Patients and the Private Doctor shall comply with paragraphs 11.1(a), (b) and (c) above.

HA may terminate the participation of a Private Doctor in the Project by giving not less than 90 days' written notice to the Private Doctor.

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 Doctor will be notified accordingly. On termination, the Project Patient may be referred back to 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 relevant Cluster PPP Office and his/her Private Doctor. On termination, the Project Patient may be referred back to HA. In the event that the Project Patient wishes to terminate the doctor-patient relationship with his/her Private Doctor but not his/her participation in the Project, he/she may enroll with another Private Doctor in accordance with his/her order of preference or through the assistance of the Cluster PPP Office, and the Private Doctor shall comply with paragraphs 11.1(a), (b) and (c) above.

- 11.4 Upon the termination of the Project or these T&Cs, the Private Doctor 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 Doctor shall continue to be kept confidential by the Private Doctor and subject to the requirements of these T&Cs.

12. Confidentiality and Data Protection

- 12.1 A Private Doctor ("**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)) 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 Doctor 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 eHRSS 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 Doctors 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 Doctors and/or the Project Patients.
- (b) Notices and communications to Private Doctors 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 Doctor 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/gopcphp. 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 Doctors and/or Project Patients in accordance with this paragraph 13(b), shall become part of these T&Cs.
- (c) Private Doctor 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 Doctor under the Project as being that of an agent or employee). Private Doctors 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 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.