

Project on Enhancing Radiological Investigation Services through Collaboration with the Private Sector

Terms and Conditions

Introduction

- A. Over the past few years, there has been an increasing demand for radiological investigation services such as Computed Tomography ("<u>CT</u>") and Magnetic Resonance Imaging ("<u>MRI</u>") scans in Hospital Authority ("<u>HA</u>"). Such non-invasive radiological examinations are crucial to facilitating timely investigation, particularly in the field of oncology.
- B. <u>HA</u> has since May 2012, implemented the "Pilot Project on Enhancing Radiological Investigation Services through Collaboration with the Private Sector" ("<u>Pilot Project</u>"). In the 2016 Policy Address, the Chief Executive has proposed allocating \$10 billion to the HA to set up an endowment fund to generate investment returns for regularising and enhancing pilot clinical public-private partnership ("<u>PPP</u>") programmes, as well as develop new clinical <u>PPP</u> initiatives. In line with this policy direction, <u>HA</u> is now implementing the "Project on Enhancing Radiological Investigation Services through Collaboration with the Private Sector" ("<u>Project</u>").

Terms and Conditions on Referral to the Private Sector for CT/MRI Scans

- 1. This document sets out the terms and conditions applicable to <u>HA</u> patients who may be referred out under the <u>Project</u> ("<u>T&Cs</u>").
- 2. In these <u>T&Cs</u>:
 - (a) A word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender.
 - (b) The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions. The word "including" or any other form of that word is not a word of limitation.
 - (c) These <u>T&Cs</u> are subject to the laws of Hong Kong. Chinese translation of these <u>T&Cs</u> is for your reference only.
 - (d) The application of the Contracts (Rights of Third Parties) Ordinance is expressly excluded and no person who is not a party to these <u>T&Cs</u> shall be entitled to enforce any right or term of these <u>T&Cs</u> pursuant to the Contracts (Rights of Third Parties) Ordinance.
- 3. (a) HA patients who are "Eligible Persons" within the meaning of the latest gazette fees and charges published by <u>HA</u> under Section 18(1) and Section

- 18(2) of the Hospital Authority Ordinance ("<u>HA Patients</u>") suffering from cancer ("<u>Disease</u>") and in need of any or a combination of the <u>CT/MRI</u> scans to plan for treatment may be referred to the private sector under the <u>Project</u>, subject to these <u>T&Cs</u>. Details of the body regions to be scanned, which may be amended from time to time by HA at its sole discretion, are set out in <u>Appendix 1</u>.
- (b) For the purposes of paragraph 3(a) above, <u>HA</u> has selected a panel of service providers of <u>CT</u> and <u>MRI</u> scans, the details of which are at <u>Appendix 2</u> (<u>"Participating Service Provider(s)" or "PSP(s)"</u>). Whilst <u>HA</u> recommends <u>HA Patients</u> to select <u>PSPs</u> near their homes, <u>HA Patients</u> are free to choose any <u>PSP</u> and they are required to indicate their choice in the reply form at <u>Appendix 3</u>.
- 4. As a <u>HA Patient</u> who wishes to be referred out to the <u>PSP</u> of your choice for <u>CT/MRI</u> scans to investigate your <u>Disease</u>, you must acknowledge and agree that:
 - (a) <u>HA</u> may in its absolute discretion decide:
 - (i) whether clinically you can be referred out, and even on referral, <u>HA</u> may withdraw you from such if deemed clinically appropriate;
 - (ii) whether you should undergo <u>CT</u> and/or <u>MRI</u> scans and for which region of your body.
 - (b) <u>HA</u>'s only obligation to you on such referral is to pay your <u>PSP</u>'s costs for the <u>CT</u> and/or <u>MRI</u> scans and the drugs (such as contrast media) required for such scans only ("<u>PSP's Costs Payable By HA</u>"). Please note that:
 - (i) <u>HA</u> is not responsible for carrying out the <u>CT</u> and/or <u>MRI</u> scans and makes no representation or warranty regarding the quality of the services provided by any <u>PSP</u>;
 - (ii) <u>HA</u> is not responsible for the <u>PSP</u>'s charges for its other services to you under paragraph 4(c).
 - (c) Your attending a <u>PSP</u> for <u>CT/MRI</u> scans is a matter entirely between you and the <u>PSP</u>, to which <u>HA</u> is not a party. Your <u>PSP</u> shall be solely responsible to you for its services, including the <u>CT/MRI</u> scans and any related treatment, and any emergency treatment (such as treatment for adverse reaction to contrast media) that may be needed. You are responsible for payment of the <u>PSP</u>'s charges for its services to you under this paragraph 4(c).
 - (d) You must understand that <u>CT/MRI</u> scans carry risks, which may include, but not be limited to the following:

- (i) Mild reaction: such as feeling of warmth, itching, urticaria, nausea, vomiting, arm pain, sneezing, coughing, chest tightness etc. Mild reaction is usually transient and requires minimal or no treatment.
- (ii) Moderate reaction: such as hives formation, fever and chills, increase or decrease in blood pressure and palpitation, etc. Moderate reaction is more severe and lasts longer. Treatment is usually required.
- (iii) Severe reaction: such as shortness of breath, irregular heartbeat, chest pain, renal failure, convulsion, unconsciousness etc. Severe reaction can cause harm. Urgent medical attention and hospital admission are usually required.
- (iv) Death: as with many drugs, contrast medium can cause death. According to medical literature, incident of death from injection of contrast medium is about 1:250,000.
- (v) Delayed reaction: such as arm pain, itching, rash, painful or swollen salivary glands etc. Few patients experience delayed reaction and usually within 24 hours.
- (vi) Contrast extravasation: contrast extravasation may occur during intravenous injection of contrast medium.

The above is for your information only. It is the <u>PSP's</u> sole responsibility (and not <u>HA's</u> responsibility) to explain to you (and you should specifically ask about) the nature of the <u>CT/MRI</u> scans that you will undergo and the risks and potential complications.

- (e) To expedite investigation of your <u>Disease</u>, you must make all bookings (including an appointment which has to be rescheduled for whatever reason) with your <u>PSP</u> or <u>HA</u> (if <u>HA</u> withdraws the referral).
- 5. To facilitate treatment of your <u>Disease</u> and continuation of care:
 - (a) <u>HA</u>'s referral is conditional on your agreeing to participate in the Hong Kong Government's Electronic Health Record Sharing System ("eHRSS").
 - (b) You must agree to the sharing and transferring your personal data (including health information) ("Personal Data") between HA and your PSP, whether through eHRSS or other means, and the recording of your Personal Data in HA and your PSP's records. Please note the collection and use of your Personal Data will also be in accordance with the HA and your PSP's respective "personal information collection statement" (or other names that may be used). Please make enquiries with HA and the PSP.

- 6. You may be invited to participate in research conducted by HA or third party researchers engaged by <u>HA</u> to study the effectiveness and other aspects of the <u>Project</u> and the public-private collaboration on shared care or health care services.
- 7. These <u>T&Cs</u> shall take effect from 12 December 2021 ("<u>Effective Date</u>").
- 8. The <u>Project</u> may be terminated at any time by <u>HA</u> in its absolute discretion.

Appendix 1

List of CT / MRI Scans by Body Regions

	Names of Body Regions			
	(a) Brain			
	(b) Head and Neck			
	(c) Thorax			
CT Scan	(d) Abdomen			
	(e) Pelvis			
	(f) Spine			
	(g) Limbs			
	(a) Brain			
	(b) Head			
	(c) Neck			
	(d) Thorax			
MRI Scan	(e) Breast			
IVIKI SCAII	(f) Abdomen			
	(g) Pelvis			
	(h) Abdomen and Pelvis			
	(i) Spine			
	(j) Limbs			

Participating Service Providers

Name	Central Medical Diagnostic Centre (Central) (Quality Healthcare Medical Services Ltd)	Hong Kong Adventist Hospital – Stubbs Road	St Paul's Hospital	Alpha Medical Diagnostic Centre (Jordan) (Quality Healthcare Medical Services Ltd)	Alpha Medical Diagnostic Centre (Tsim Sha Tsui) (Quality Healthcare Medical Services Ltd)	iRad Medical Diagnostic Centre	Hong Kong Adventist Hospital – Tsuen Wan	Union Hospital
Address	1/F & 2/F, No. 10 Pottinger Street, Central, Hong Kong	1/F, X-Ray Department, 40 Stubbs Road, Hong Kong	Radiology Department, LG1, Block A&B, 2 Eastern Hospital Road, Causeway Bay, Hong Kong	LG & UG Floors, 8 Jordan Road, Kowloon	Shop B, 1/F, Cameron Plaza, 23-25A Cameron Road, Tsim Sha Tsui, Kowloon	Room 1215, 12/F, Office Tower One, Grand Plaza, 639 Nathan Road, Mongkok, Kowloon	Diagnostic Imaging Center, 3rd Floor, Main Tower, 199 Tsuen King Circuit, Tsuen Wan, New Territories	Medical Imaging Department, G/F, 18 Fu Kin Street, Tai Wai, Shatin, New Territories
Service	CT MRI	<u>CT</u>	<u>CT</u>	CT MRI	MRI_	CT MRI	<u>CT</u>	<u>CT</u>
Service Hours	Mon – Fri 9:00 am – 6:30 pm Sat 9:00 am – 5:00 pm (closed on Sun and public holidays)	Mon – Fri 9:00 am – 6:00 pm Sun 9:00 am – 1:00 pm (closed on Sat and public holidays)	Mon – Fri 8:00 am – 8:00 pm Sat 8:00 am – 4:00 pm (closed on Sun and public holidays)	Mon – Fri 9:00 am – 7:00 pm Sat 9:00 am – 5:00 pm (closed on Sun and public holidays)	Mon – Fri 9:00 am – 6:30 pm Sat 9:00 am – 5:00 pm (closed on Sun and public holidays)	Mon – Fri 9:00 am – 7:00 pm Sat 9:00 am – 5:00 pm (closed on Sun and public holidays)	Mon – Fri, Sun 8:00 am – 8:00 pm (closed on Sat and public holidays)	Mon – Fri 9:00 am – 6:00 pm Sat 9:00 am – 5:00 pm (closed on Sun and public holidays)
Contact Phone No.	3150 8120	2835 0515	2830 8671 / 2830 8690	2809 0708	2468 6221	2392 2334	2275 6366	2986 1025
Charging Arrangement	PSP's Costs Payable by HA under paragraph 4(b) are inclusive of the following: (1) CT/MRI scan; (2) Contrast medium for CT/MRI scan; (3) Oral/intravenous steroid for CT/MRI scan; and (4) Initial treatment to stabilize the patient before transfer to HA.	PSP's Costs Payable by HA under paragraph 4(b) are inclusive of the following: (1) CT scan; (2) Contrast medium for CT scan; (3) Oral/intravenous for CT scan; and (4) Initial treatment to stabilize the patient before transfer to HA.	PSP's Costs Payable by HA under paragraph 4(b) are inclusive of the following: (1) CT scan (2) Contrast medium for CT scan (3) Oral/intravenous steroid for CT scan; and (4) Initial treatment to stabilize the patient before transfer to HA.	PSP's Costs Payable by HA under paragraph 4(b) are inclusive of the following: (1) CT/MRI scan; (2) Contrast medium for CT/MRI scan; (3) Oral/intravenous steroid for CT/MRI scan; and (4) Initial treatment to stabilize the patient before transfer to HA.	PSP's Costs Payable by HA under paragraph 4(b) are inclusive of the following: (1) MRI scan; (2) Contrast medium for MRI scan; (3) Oral/intravenous steroid for MRI scan; and (4) Initial treatment to stabilize the patient before transfer to HA.	PSP's Costs Payable by HA under paragraph 4(b) are inclusive of the following: (1) CT/MRI scan; (2) Contrast medium for CT/MRI scan; (3) Oral steroid for CT/MRI scan; and (4) Initial treatment to stabilize the patient before transfer to HA. Note: PSP will not use intravenous steroid for CT/MRI scan.	PSP's Costs Payable by HA under paragraph 4(b) are inclusive of the following: (1) CT scan; (2) Contrast medium for CT scan; (3) Oral steroid for CT scan; and (4) Initial treatment to stabilize the patient before transfer to HA. Note: PSP will not use intravenous steroid for CT scan.	PSP's Costs Payable by HA under paragraph 4(b) are inclusive of the following: (1) CT scan (2) Contrast medium for CT scan (3) Oral/intravenous steroid for CT scan; and (4) Initial treatment to stabilize the pa- tient before trans- fer to HA.

With effect from 12 December 2021

Reply Form

(To be completed by <u>HA Patient</u> named in this reply form or his guardian)

Note: This Form is subject to, and shall be interpreted by, the $\underline{\text{T\&Cs}}$. In the event of conflict between this Form and the $\underline{\text{T\&Cs}}$, the $\underline{\text{T\&Cs}}$ shall prevail.

I am ☐ the <u>HA Patient</u> ☐ the guardian of the <u>HA Patient</u>
 named in this reply form. I have read, understood and agree with the <u>T&Cs</u>.

2. I wish/I wish the <u>HA Patient</u> to be referred out under this <u>Project</u> to the following <u>PSP</u>:

2. I WISH/I WISH the <u>HA Fatient</u> to be feler	red out dilder tills <u>Project</u> to tile following <u>PSP</u> .				
Participating Service Providers	CT (√one box only)	MRI (√one box only)			
Central Medical Diagnostic Centre – Central (Quality Healthcare Medical Services Ltd)					
Hong Kong Adventist Hospital - Stubbs Road					
St Paul's Hospital					
Alpha Medical Diagnostic Centre - Jordan (Quality Healthcare Medical Services Ltd)					
Alpha Medical Diagnostic Centre – Tsim Sha Tsui (Quality Healthcare Medical Services Ltd)					
iRad Medical Diagnostic Centre					
Hong Kong Adventist Hospital – Tsuen Wan					
Union Hospital					
(Signature of <u>HA Patient</u>)		(Signature of Guardian)			
Date: HA Pat (affix gum label i) Name: HKID No.:	tient	Guardian			
# # #	Contact Phone No.	:			