Radiation Therapy Service Public-Private Partnership Programme
Terms and Conditions for Project Patients

1. Introduction

1.1 The waiting time for radiation therapy (**"RT"**) services in the Hospital Authority (**"HA"**) has been long due to capacity constraints.

1.2 Facing the need to strengthen cancer services and ease the demand for RT services, HA wishes to develop the Radiation Therapy Service Public-Private Partnership Programme (the **"Project"**), a public-private partnership with the private service providers for providing appropriate doctor consultation, radiation therapy planning, radiation therapy and peri-procedural care services (**"Specialist Care"**) to the participating HA patients ("**Project Patients**"). A specific group of target patients fulfilling a defined clinical path and programme criteria will be invited to join the Project.

1.3 The Project is to provide an additional channel for HA patients to receive Specialist Care in the private sector. If invited patients choose to join the Project, subject to assessment on eligibility, they will be enrolled in the Project and subsidised for the Specialist Care provided by a panel of private service providers selected by HA (**"Participating Service Provider(s)"**).

1.4 This document sets out the terms and conditions (**"T&Cs"**) applicable to the Project Patients for participating in the Project.

2. Participation of Project Patients

2.1 Subject to the availability of funding, HA may invite HA patients who fulfil the criteria as follows to participate in the Project:

(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 (Cap. 113 of the laws of Hong Kong) (**"Eligible Persons"**). The current definition of Eligible Persons is set out in **Appendix 1**; and

(b) they are identified with the specific diagnosis and are recommended by HA oncologists to receive a specific type of RT service as set out in **Appendix 2** which may be amended from time to time by HA at its sole discretion.

2.2 On successful enrolment, HA shall notify the invited HA patient who chooses to join the Project in writing that he/ she has been accepted into the Project as a Project Patient. Project Patients are free to choose any Participating Service Provider under the Project but each Project Patient may enrol with only one Participating Service Provider at any one time for the Specialist Care which is subsidized by HA. A Project Patient shall not be permitted to change his/her choice of Participating Service Provider once the Participating Service Provider has provided any part of the Service Package to him/her.

2.3 HA may in its absolute discretion decide whether clinically an HA patient can be referred out and the regime to be prescribed, and even on referral, HA may adjust the

regime if deemed clinically appropriate.

2.4 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.

2.5 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 receive any services under the Project during the period when he/she is not an Eligible Person. Any services which may be provided by the Participating Service Provider to the Project Patient when he/she is not an Eligible Person shall be considered as the private arrangement between the Participating Service Provider and the Project Patient and at the Project Patient's own cost.

2.6 Project Patient may be referred back to HA for continued treatment if deemed clinically appropriate by HA and/or the Participating Service Provider, or as a result of any interruption of the Specialist Care to be provided by the Participating Service Provider or other circumstances which HA in its absolute discretion considers appropriate.

3. Service Package

3.1 Under the Project, Project Patients will receive the Specialist Care from Participating Service Providers as part or all of the service package consisting of doctor consultation, mould preparation, RT simulation, RT treatment planning, delivery of RT, peri-procedural care for the RT and management of RT related side effects and complications as set out in more detail in **Appendix 3** (**"Service Package"**).

3.2 Each Project Patient must acknowledge and agree that his/her Participating Service Provider is solely responsible for the provision of the Service Package and all the clinical care and management of the Project Patient under the Project, including but not limitation to any treatment, examination and services rendered by the Participating Service Provider, seeking informed consent, explaining the risks and complications of undergoing any treatment or examination, reaching mutual agreement on the management plan in case complications arise. HA shall have no liabilities and obligations in relation thereto whatsoever. The Participating Service Provider shall at all times act in relation to each Project Patient as an independent contractor, and not as an agent or employee of HA.

4. Patient Fee and Waiver Arrangements

4.1 Patient Fee – the patient fee (**"Patient Fee"**) means the fee to be paid by the Project Patient under the Project. Subject to paragraphs 4.2 and 4.3 below, each Project Patient shall pay to the Participating Service Provider the same HA standard fees and charges for specialist outpatient clinic as well as day procedure and treatment at HA Clinical Oncology Clinic as stipulated in the Gazette in order to participate in the Project.

4.2 Waiver Arrangements – 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/rtppp (as amended from time to time at HA's sole discretion), the Patient Fee charged under paragraph 4.1

will be fully or partially waived and not payable by the Project Patient (**"Waiver Arrangement"**).

4.3 For Project Patient who is a civil servant, pensioner, HA staff, HA retiree or an eligible dependant of the aforesaid and who is entitled to medical benefits in HA, the Patient Fee payable to the Participating Service Provider shall be the same fees and charges applicable to such Project Patient for attending HA specialist outpatient clinic as well as day procedure and treatment at HA Clinical Oncology Clinic.

4.4 Other than the Waiver Arrangement set out in paragraph 4.2 and the medical benefits in paragraph 4.3 above, no Project Patient is entitled to claim or use any social welfare benefits administered by or on behalf of the Government of the Hong Kong SAR (**"HKG"**) and the Elderly Healthcare Voucher Scheme of the HKG (collectively **"Social Welfare Benefits"**) towards the Patient Fee. However, they are entitled to claim or use Social Welfare Benefits towards the payment charged by Participating Service Providers for service(s) outside the scope of the Project.

4.5 The Project Patient shall be solely responsible for payment of the Patient Fee payable by him/her and any fees charged for service(s) outside the scope of the Project, and such fees will be collected by the Participating Service Provider from the Project Patient. HA shall not be liable for any non-payment or part thereof by a Project Patient, for any reason whatsoever.

5. Sharing of Clinical Data

5.1 To facilitate continuity of care, each Project Patient agrees to participate in the Electronic Health Record Sharing System (**"eHRSS"**) and give the relevant sharing consents to the Participating Service Provider and the relevant healthcare providers involved in the Project, and also consent to their data under the Project being sent to HA under the RT PPP Interface Module (**"Module"**) and to eHRSS in accordance with paragraphs 5.2 and 5.3 below.

5.2 Each Participating Service Provider will promptly send to HA via the Module all data requested by HA from time to time in respect of the relevant Project Patient to enable HA to have access thereto and/or 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 Participating Service Provider onto the eHRSS.

5.3 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 Participating Service Provider to have access to the Project Patient's records in the eHRSS.

5.4 If a Project Patient enrols 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.

6. Sharing of Personal Data

Each 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 Waiver Arrangement, the medical benefits in paragraph 4.3 above, the Social Welfare Benefits and/or the eligibility of the Project Patient to participate in the Project.

7. 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.

8. Termination

HA may by written notice terminate the participation of a Project Patient in the Project forthwith if he/she:

(a) ceases to be an Eligible Person; or

(b) is deemed appropriate by HA to be terminated from participating in the Project upon the occurrence of any event or circumstance as set out in Clause 2.6 of the T&Cs; or

(c) for some reason, fails to comply with the T&Cs.

On termination, the Project Patient may be referred back to HA for continued treatment.

9. General

9.1 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 and notified to the Project Patients affected.

9.2 Notices and communications to 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 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/rtppp. HA may also issue from time to time new and/or additional requirements, whether procedural or otherwise, which when issued and notified to the Project Patients in accordance with this paragraph 9.2, shall become part of these T&CS.

9.3 In these T&Cs, a wording importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender. 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.

9.4 Headings are for ease of reference and shall not define or limit the provisions hereof.

9.5 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.

9.6 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 of 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

Definitions 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.

Appendix 2

Clinical Criteria of Project Patients

Under the Project, HA Clinical Oncologists will be referring the following two groups of patients to receive a specific type of RT services from Participating Service Providers based on the recommendation of HA oncologists:

(a) HA patients who are diagnosed with malignancy and recommended to receive RT to the bone or brain metastatic site(s) with palliative intent;

or

(b) HA breast cancer patients who are either diagnosed with

(i) ductal carcinoma in situ after lumpectomy; or
(ii) node-negative early breast cancer after lumpectomy

and recommended to receive RT to the breast after radical surgery with adjuvant intent.

Appendix 3

Components of Service Package

The following lists out the components of a Service Package to be provided by a Participating Service Provider under the Project:

1. "**Doctor Consultation(s)**"

It refers to the meeting(s) between a specialist in clinical oncology ("**Responsible Clinical Oncologist**") and the Project Patient with the following purposes:

(a) Establishing a doctor and patient relationship;
(b) Providing at least one pre-RT consultation session;
(c) Providing advice and counselling to the Project Patient based on the recommendation and prescribed regime of the HA oncologist;
(d) Explanation of the RT procedure, expected treatment outcomes and side effects;
(e) Obtaining the Project Patient's consent for treatment;
(f) Providing at least one consultation session per week from the commencement of the first fraction of RT Delivery until completion of the Service Package in full.

2. "**Mould Preparation**" (if needed)

It refers to the construction of a special mould, mask, or cast for body part(s) with the following purposes:

(a) Ensuring that the body part(s) of the Project Patient being treated remains in the same position from start to end of a fraction of RT;
(b) Ensuring that the treatment fields, as originally imaged and planned, can be accurately reproduced for each fraction;
(c) Ensuring that, if more than one planned volume is treated, these volumes maintain a constant, reproducible relationship to each other;
(d) Deriving contours for planning RT;
(e) Facilitating accuracy of setting up individual fields with respect to position on the patient and treatment unit.

3. **Radiation Therapy Simulation ("RT Simulation")**

It refers to the process of aiming and defining the radiation beams to meet the goals of the prescribed therapy. The process relies on radiotherapy simulators that provide the ability to mimic radiation treatment geometries attainable on megavoltage treatment units and shall serve the following purposes:

(a) Ensuring that the radiation beams used for treatment are correctly chosen and properly aimed at the intended target;
(b) Determination of the patient treatment position;
(c) Identification of the target volumes and organs at risk;
(d) Determination and verification of the treatment field geometry;
(e) Acquisition of patient data for treatment planning;
(f) Generation of simulation radio-imaging for each treatment beam for comparison with treatment portal imaging.

4. Radiation Therapy Treatment Planning (“RT Treatment Planning”)

4.1 It refers to the process of using imaging and patient data acquired from the simulation procedure to generate a RT treatment plan with an optimised dosimetric quality that allows dose delivery to the target while sparing normal tissue.

4.2 The Responsible Clinical Oncologist is responsible for outlining the target and organs at risk to facilitate the dosimetric planning algorithm in the radiotherapy treatment planning system.

4.3 The treatment plan has to be evaluated and approved by the Responsible Clinical Oncologist and involves the following treatment parameters in the documentation:

(a) target volume;
(b) dose-limiting structures;
(c) treatment volume;
(d) dose prescription;
(e) dose fractionation;
(f) dose distribution;
(g) positioning of the patient treatment;
(h) machine settings.

5. Delivery of Radiation Therapy (“**RT Delivery**”)

5.1 It refers to the execution of RT in accordance with the treatment plan through the appropriate RT equipment.

5.2 Treatment quality-assurance has to be ensured by the medical physicist before the plan is executed.

6. “**Peri-Procedural Care for the Radiation Therapy**”

It refers to the medical and oncological attention to the patient in relation to the RT provided, including the provision of all treatment related medical care including but not limited to doctor consultations, nursing care, medical procedures, medical drugs, and medical consumables, as necessary and appropriate.

7. “**Management of Radiation Therapy Related Side Effects and Complications**”

It refers to the provision of standard medical care to manage the RT related acute side effects and complications, including the provision of standard medications such as analgesics, steroid, anti-emetics, when necessary.