

**COLORECTAL CANCER SCREENING PROGRAMME  
DEFINITIONS, TERMS AND CONDITIONS OF AGREEMENT FOR  
PRIMARY CARE DOCTOR**

**PREAMBLE**

- (A) The Government as represented by the Director of Health may invite Registered Medical Practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practising certificate issued under that Ordinance and has successfully enrolled in the Electronic Health Record Sharing System (eHRSS) and the Primary Care Directory to enrol in the Colorectal Cancer Screening Programme (formerly known as the Colorectal Cancer Screening Pilot Programme) (“the Programme”) as it thinks fit.
- (B) If a Registered Medical Practitioner’s application to enrol in the Programme is accepted by the Government, the Registered Medical Practitioner and the Health Care Provider (if any) specified in the Registered Medical Practitioner’s Application Form jointly and severally undertake and agree to observe the terms and conditions set out in this Agreement.

**OPERATIVE PART**

**DEFINITIONS**

**1. Transaction Documents**

The Transaction Documents of the Programme (defined in Clause 2 below) comprise the following: (a) an Application Form (Appendix A); (b) Authority for Payment to a Bank (Appendix B); and (c) these Definitions, Terms and Conditions of Agreement for Primary Care Doctor (Appendix C) (collectively, the “**Transaction Documents**”).

**2. Definitions**

The following expressions when used in the Agreement have the meanings assigned to them below, unless otherwise defined therein or the context otherwise requires:

**“Additional Encounter”** means any contact other than the First Consultation and Second Consultation provided by the Enrolled PCD to the Participant to enable or encourage the latter to comply and complete the screening pathway.

**“Agreement”** means the agreement made by the Government with an Enrolled PCD and his Associated Health Care Provider (if any) on the terms and conditions set out in the following:

- (a) these Definitions, Terms and Conditions of Agreement for Primary Care Doctor (Appendix C) as from time to time be amended pursuant to Clause 55 of the Terms and Conditions of Agreement section; and
- (b) the Authority for Payment to a Bank (Appendix B) submitted by an Enrolled PCD and his Associated Health Care Provider (if any) and accepted by the Government; and
- (c) the Application Form (Appendix A) submitted by an Enrolled PCD and his Associated Health Care Provider (if any) and accepted by the Government.

**“Associated Health Care Provider”** means a Health Care Provider specified in an Enrolled PCD’s Application Form to take part in the Programme and in the Notification issued by the Government in respect of that Enrolled PCD.

**“Co-payment”** means the fees charged by the Enrolled PCD and his Associated Health Care Provider (if any) on the Participant for the subsidised scope of service on top of the Government Subsidy and which will be payable by the Participant to receive the First Consultation or the Second Consultation as specified in Clauses 21(b) (c) and (d) of the Terms and Conditions of Agreement section.

**“CRC IT System”** means the Colorectal Cancer Information Technology System, a specific IT system for the Programme built upon eHRSS for the collection, storage, sharing and use of data, including clinical data, of the Participant.

**“eHRSS”** means the Electronic Health Record Sharing System, an IT system for the collection, storage, sharing and retrieval of health-related data of an individual among healthcare providers including Registered Medical Practitioners and other healthcare professionals for healthcare related purposes.

**“Eligible Person”** means a person who is eligible to enrol in the Programme for receiving the colorectal cancer screening according to the criteria as may be announced by the Government from time to time and who meets the following criteria:

- (a) being a Hong Kong resident who holds (i) a valid Hong Kong Identity Card within the meaning of the Registration of Persons Ordinance (Cap. 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, or (ii) a valid Certificate of Exemption within the meaning of the Immigration Ordinance (Cap.115); and
- (b) who has been enrolled in the eHRSS;

PROVIDED THAT a person will cease to be an Eligible Person on the date after 31 December of the year in which that person turns 76 years of age.

**“Enrolled CS”** means a specialist to perform colonoscopy who (i) is a Registered Medical Practitioner; (ii) is a registered specialist of Gastroenterology & Hepatology or a registered specialist of General Surgery in the Specialist Register within the meaning of the Ordinance; and (iii) has enrolled in the eHRSS and the Primary Care Directory; and whose application to enrol in the Programme is accepted by the Government.

**“Enrolled PCD”** means an enrolled primary care doctor who is a Registered Medical Practitioner and has enrolled in the eHRSS and the Primary Care Directory, and whose application to enrol in the Programme is accepted by the Government.

**“Enrolment of Eligible Person”** means the actions and steps taken in the First Consultation of the first Screening Round at the Health Care Institution as in Clause 21(a) of the Terms and Conditions of Agreement section in order for the Eligible Person to join the Programme.

**“FIT”** means “Faecal Immunochemical Test” which is a specific type of faecal occult blood test for use in the Programme.

**“FIT Specimen Collection Points”** means the locations designated from time to time by the Government for the collection of FIT specimens.

**“Government”** means the Government of Hong Kong.

**“First Consultation”** means the first medical consultation provided by an Enrolled PCD to the Participant in each Screening Round, the primary purpose of which is to prescribe FIT tubes contained within the Participant’s Pack.

**“Health Care Institution”** means the place of practice of the Enrolled PCD and the Associated Health Care Provider (if any), which is enrolled in eHRSS and takes part in the Programme.

**“Health Care Provider”** means

- (a) an organisation (whether incorporated or not) enrolled in the eHRSS which employs or engages a Registered Medical Practitioner to provide health care services to any person; or
- (b) an organisation enrolled in eHRSS (whether incorporated or not):
  - (i) under whose name a Registered Medical Practitioner provides health care services to any person; and
  - (ii) of which the Registered Medical Practitioner is the sole proprietor, partner, shareholder, director or other officer (other than in a capacity referred to in (a) above).

**“HK\$”** means Hong Kong Dollars.

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China.

**“Intellectual Property Rights”** means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and whatever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.

**“IT”** means information technology.

**“Logo”** means a logo provided by the Government to an Enrolled PCD upon his enrolment in the Programme referred to in Clause 42 of the Terms and Conditions of Agreement section.

**“Mini-poster”** means a mini-poster provided by the Government to an Enrolled PCD

upon his enrolment in the Programme referred to in Clause 42 of the Terms and Conditions of Agreement section.

**“Nominated Account”** means a bank account which is maintained under the name of an Enrolled PCD or his Associated Health Care Provider (as the case may be) specified in the Authority for Payment to a Bank in the form at Appendix B and signed by the Enrolled PCD and his Associated Health Care Provider (if any).

**“Ordinance”** means the Medical Registration Ordinance (Cap. 161).

**“Participant”** means an Eligible Person who has been registered to participate in the Programme.

**“Participant Consent Form”** means a form prescribed by the Director of Health to be duly completed and signed by a Participant.

**“Participant’s Pack”** means a package containing two FIT tubes, an instruction sheet for collecting and returning FIT specimens, a chemical pathology laboratory request form and plastic specimen bags for holding FIT specimens.

**“Primary Care Directory”** means a web-based electronic database containing practice information and professional qualification of primary care providers in the community to facilitate the public to search for their own doctors, dentists and Chinese medicine practitioners, maintained by the Primary Healthcare Office under the Health Bureau of the Government.

**“Programme”** means the Colorectal Cancer Screening Programme.

**“Programme Commencement Date”** means 28 September 2016.

**“Programme Equipment”** means any hardware, devices or other equipment provided to the Enrolled PCD for the purpose of facilitating the Enrolled PCD’s and his Associated Health Care Provider’s (if any) use of the CRC IT System referred to in Clause 10 of the Terms and Conditions of Agreement section.

**“Programme Licence”** means the licence granted to the Enrolled PCD and his Associated Health Care Provider (if any) to use any software in relation to the use of the CRC IT System referred to in Clause 10 of the Terms and Conditions of Agreement section.

**“Programme Office”** means the Programme Office of the Programme under Department of Health.

**“Programme Term”** means the period commencing from the Programme Commencement Date and ending on a date as may be specified by the Government.

**“Programme Website”** means the Government’s thematic Prevent Colorectal Cancer Website (“www.ColonScreen.gov.hk”).

**“Registered Medical Practitioner”** means a health care professional within the meaning of the Ordinance who holds a valid practising certificate issued under that Ordinance.

**“Screening Round”** means a period of 24 months within the Programme Term during which a Participant may receive at most four FIT tubes prescribed by an Enrolled PCD in accordance with Clause 21(b) of the Terms and Conditions of Agreement section. A Participant may, on or before 31 December of the year in which he turns 76 years of age, proceed to another Screening Round if none of his FIT result(s) in the preceding Screening Round(s) is positive.

**“Second Consultation”** means the second medical consultation in each Screening Round provided by an Enrolled PCD to a Participant whose FIT result is positive, the primary purpose of which is to explain the result and refer for colonoscopy assessment.

**“Subsidy”** means collectively the Subsidy for Processing Enrolment, Subsidy for the First Consultation and Subsidy for the Second Consultation.

**“Subsidy for Processing Enrolment”** means a subsidy amount as specified by the Director of Health at Schedule 1 hereto payable by the Government to an Enrolled PCD and his Associated Health Care Provider (if any) for the one-off administrative services rendered by the Enrolled PCD and his Associated Health Care Provider (if any) to enrol an Eligible Person into the Programme.

**“Subsidy for the First Consultation”** means a subsidy amount as specified by the Director of Health at Schedule 1 hereto payable by the Government to an Enrolled PCD and his Associated Health Care Provider (if any) for the services rendered by the Enrolled PCD and his Associated Health Care Provider (if any) in relation to the First Consultation with a Participant.

***“Subsidy for the Second Consultation”*** means a subsidy amount as specified by the Director of Health at Schedule 1 hereto payable by the Government to an Enrolled PCD and his Associated Health Care Provider (if any) for the services rendered by the Enrolled PCD and his Associated Health Care Provider (if any) in the Second Consultation with a Participant.

### **3. Rules of Interpretation**

In each of the Transaction Documents comprising the Agreement unless otherwise provided or the context requires otherwise:

- (a) any word or expression to which a specific meaning has been attached in any Transaction Document shall bear such meaning whenever it may appear in all Transaction Documents;
- (b) words importing the singular include the plural and vice versa and words importing a gender include all other genders;
- (c) reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;
- (d) reference to a statute includes all subsidiary legislation made under the statute;
- (e) words importing a person include an individual, a firm, partnership, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organisations having legal capacity;
- (f) reference to a day refers to a calendar day; reference to a month or a monthly period refers to a calendar month; and reference to a year or an annual period refers to a calendar year;
- (g) reference to a section, clause, sub-clause, paragraph, sub-paragraph, appendix or attachment by number or by letter in a Transaction Document shall be construed (unless the context otherwise requires) as a reference to the section, clause, sub-clause, paragraph, sub-paragraph, appendix or attachment of that number or letter contained in that Transaction Document;

- (h) headings are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of any Transaction Document;
- (i) references to time and dates shall be construed as Hong Kong time and dates;
- (j) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done; and
- (k) the words “include” and “including” shall be construed without limitation to the words following.

## **TERMS and CONDITIONS of AGREEMENT**

1. In consideration of the Government agreeing to the payment of Subsidy in accordance with the Agreement, the Enrolled PCD and his Associated Health Care Provider (if any) jointly and severally undertake and agree to observe the terms and conditions of the Agreement.

2. The Enrolled PCD must be and must remain to be listed on the Primary Care Directory to be enrolled in the Programme. Each of the Enrolled PCD and his Associated Health Care Provider (if any) shall inform the Programme Office at least 30 days in advance before making change to the Co-payment in accordance with Clause 31 or any other change in information or document submitted to the Government in relation to the Programme (including any information submitted in the Enrolled PCD’s application to enrol in the Programme) and of any material change in circumstances affecting the Enrolled PCD’s eligibility for enrolment in the Programme or otherwise his application including any incidents of professional misconduct or negligence (substantiated or alleged).

### **Termination and Expiry**

3. The Government may at any time terminate the Programme without incurring any liability to any Enrolled PCD or any Associated Health Care Provider.

4. A person shall cease to be an Enrolled PCD and the Agreement shall terminate forthwith upon the Enrolled PCD ceasing to be registered or is suspended from



practising as a Registered Medical Practitioner.

5. Immediately upon a person ceasing to be an Enrolled PCD:
  - (a) The Government shall cease to have any obligation to pay that person or his Associated Health Care Provider (if any) any Subsidy if such Subsidy is incurred on or after the date on which the person ceases to be an Enrolled PCD;
  - (b) The person and his Associated Health Care Provider (if any) shall:
    - (i) cease to use any of the Participant Consent Form and cease to access, use or otherwise input any data into the CRC IT System;
    - (ii) remove the Logo and Mini-poster provided by the Government and return the Logo and Mini-poster to the Government;
    - (iii) not procure or permit any Eligible Person to complete or execute any Participant Consent Form or any other forms or documents that may be prescribed by the Government or the Director of Health in relation to the Programme;
    - (iv) if required by the Government, remove all software provided by the Government for the purpose of the Programme from the computer system used by the person and/or his Associated Health Care Provider (if any) and return any Programme Equipment and security tool provided by the Government for the purpose of the Programme or accessing the CRC IT System within 14 days of his ceasing to be an Enrolled PCD; and
    - (v) comply with all directions and requirements made by the Government to give effect to the cessation of the person to be an Enrolled PCD.
  - (c) The Programme Licence shall terminate forthwith.
6. The Government may at any time-
  - (a) terminate the Agreement forthwith by written notice to an Enrolled PCD if:
    - (i) The Government is of reasonable opinion that the Enrolled PCD has failed to provide health care services including but not limited to the health care services provided under this Agreement in a professional manner or has otherwise committed professional misconduct or malpractice; or

- (ii) The Enrolled PCD or his Associated Health Care Provider (if any) fails to comply with any provision in the Agreement or with any direction or requirement given by the Government or Director of Health in relation to the Programme; or
  - (iii) The Government is of reasonable opinion that the Enrolled PCD or his Associated Health Care Provider (if any) has submitted any fraudulent claim for the Subsidy or has committed any offence under the Prevention of Bribery Ordinance (Cap. 201); or
  - (iv) the Enrolled PCD ceases to be listed on the Primary Care Directory.
- (b) suspend the Enrolled PCD's account to refrain from processing Enrolment of Eligible Person and providing First Consultation upon occurrence of any of events specified in Clause 6(a) or any allegation of occurrence of such events pending further investigation. Throughout the period of suspension, the Enrolled PCD shall, if instructed by the Government in writing, continue to provide Second Consultation and Additional Encounter to Participants who have attended the First Consultation.

7. Notwithstanding anything herein to the contrary, the Government or the Enrolled PCD (and his Associated Health Care Provider, if any) may terminate the Agreement without the need to state any reason by giving the other party 14 days' prior written notice and the Agreement shall terminate on the date specified in the notice.

8. Upon the earlier termination of the Agreement or expiration of the Programme Term, the Registered Medical Practitioner concerned shall immediately cease to be an Enrolled PCD, provided that the termination of the Agreement or expiration of the Programme Term shall be without prejudice to any provision of the Agreement capable of being performed or observed notwithstanding such termination or expiration which shall survive the same and shall continue to be binding on the parties and shall remain in full force and effect.

### **CRC IT System**

9. All Intellectual Property Rights of the CRC IT System are or shall be the sole and exclusive property of the Government and shall be and remain vested in the Government immediately upon creation.

10. Save as otherwise expressly provided for in the Agreement or specified by the Government, the Enrolled PCD and his Associated Health Care Provider (if any) shall provide all computer hardware, software, other equipment, machinery, devices and facility and obtain all utility for the use of the CRC IT System at the Enrolled PCD's own cost and expenses. The Government may, for the purpose of facilitating an Enrolled PCD's and his Associated Health Care Provider's (if any) use of the CRC IT System, provide the Programme Equipment, and/or grant or procure the grant of a Programme Licence to the Enrolled PCD and his Associated Health Care Provider (if any) in each case on such terms and conditions as may be specified by the Government without prejudice to Clauses 11 – 17 in this Terms and Conditions.

11. The Enrolled PCD and his Associated Health Care Provider (if any) shall use and operate the CRC IT System solely for the purpose of implementing the Programme as specified in Clauses 18 - 22 of this Terms and Conditions.

12. The Enrolled PCD and his Associated Health Care Provider (if any) undertake not to use or deal with the CRC IT System, Programme Equipment or the Programme Licence for any purposes other than those specified in the Agreement or by the Government unless with prior written consent of the Government.

13. The Enrolled PCD and his Associated Health Care Provider shall undertake to the Government and its authorised users that any use, operation, possession of the CRC IT System, the Programme Equipment and the Programme Licence, and any materials, things, documents or record submitted to the Government for the purposes of or in connection with the performance of this Agreement shall not and will not infringe the Intellectual Property Rights of any person.

14. The Enrolled PCD and his Associated Health Care Provider (if any) shall not transfer or sub-license the CRC IT System, the Programme Licence or any Programme Equipment to other parties for use.

15. The Enrolled PCD and his Associated Health Care Provider (if any) shall be responsible for all liabilities arising out of the Enrolled PCD's and his Associated Health Care Provider's use of the Programme Equipment or the Programme Licence.

16. The Enrolled PCD and his Associated Health Care Provider (if any) shall not make any modifications to the CRC IT System, Programme Equipment or the Programme Licence unless the prior written consent of the Government has been obtained.

17. The Enrolled PCD and his Associated Health Care Provider (if any) shall be responsible for the safe custody of and the due return of Programme Equipment and all copies of software covered by the Programme Licence to the Government including but not limited to, authentication tokens, Smart ID Card Reader, and so on. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the Enrolled PCD and his Associated Health Care Provider (if any) , the Enrolled PCD and his Associated Health Care Provider (if any) shall pay to the Government the applicable administrative fees for compensation to the Government.

**Obligations of the Enrolled PCD and his Associated Health Care Provider (if any)**

18. Neither an Enrolled PCD nor his Associated Health Care Provider (if any) shall enter into any agreement or arrangement with a Participant which has the effect of:

- (a) modifying any provision of any requirement prescribed by the Director of Health for the purpose of or in relation to the Programme (including this Agreement); or
- (b) sharing any Subsidy received from the Government with the Participant.

19. The Enrolled PCD and his Associated Health Care Provider (if any) shall -

- (a) submit to the Government such information or document as required by the Director of Health from time to time in relation to the Programme; and
- (b) order sufficient stock of Participant’s Pack and keep safe custody at the Health Care Institution for effective implementation of the Programme; and
- (c) have the sole responsibility in the management of the FIT results of the Participants who are enrolled in the Programme through the Enrolled PCD. In particular, if a Participant’s FIT result is positive, the Enrolled PCD and his Associated Health Care Provider (if any) shall inform the Participant promptly for attending the Second Consultation. The Enrolled PCD and his Associated Health Care Provider (if any) acknowledge and agree that the Government has no obligation to inform any Participant of the relevant FIT result.

The Enrolled PCD and his Associated Health Care Provider (if any) acknowledge that

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- (i) a person will cease to be an Eligible Person (i.e. cease to be eligible to enrol as a

Participant in the Programme) on the date after 31 December of the year in which that person turns 76 years of age; and

(ii) a Participant will cease to be eligible to receive the First Consultation on the date after 31 December of the year in which that the Participant turns 76 years of age; and

(iii) a Participant (who has attended the First Consultation in a Screening Round on or before 31 December of the year in which he turns 76 years of age) may continue to receive the remaining Services (as defined in Clause 21 below) in that Screening Round.

20. The Enrolled PCD shall exercise clinical judgment and be held fully accountable for the clinical care and management provided to the Participant in relation to the Programme.

21. The Enrolled PCD and his Associated Health Care Provider (if any) shall deliver at the Health Care Institution the key service components of the Programme, namely, (a) Enrolment of Eligible Person; (b) First Consultation; (c) Second Consultation; and (d) Additional Encounters should these be required (collectively, the “**Services**”). The Enrolled PCD and his Associated Health Care Provider (if any) shall commence the Services within 30 days after the Government’s issue to the Enrolled PCD and his Associated Health Care Provider (if any) of a letter confirming their enrolment in the Programme.

#### Enrolment of Eligible Person

(a) Enrolment into the Programme forms a preceding and integral part of the First Consultation of the first Screening Round of every screening participant. If an Eligible Person has not yet been enrolled, the Enrolled PCD shall be responsible for processing the enrolment of the Eligible Person by performing the following:-

- (i) confirm that the Eligible Person has enrolled in eHRSS beforehand or facilitate completion of eHRSS enrolment, and seek the Eligible Person’s consent for sharing data kept on eHRSS with the Enrolled PCD in the context of CRC screening;
- (ii) check the original SMART Hong Kong Identity Card (“**HKIC**”) or the Certificate of Exemption of the Eligible Person for his eligibility to join the Programme. If the symbol of HKIC of the Eligible Person was “C” or “U”, the Enrolled PCD shall follow the instruction specified by the Government for verification of his eligibility;

- (iii) log on the Enrolled PCD account in the CRC IT System, retrieve the Eligible Person's Profile from the CRC IT System by requesting the Eligible Person to insert the HKIC into the Card Reader. Manual input of personal identifiers is allowed only if the chip of HKIC is found faulty, the use of the Card Reader is not feasible, the Eligible Person is a holder of Certificate of Exemption, or for other justifiable reasons;
- (iv) input the information as required in the CRC IT System;
- (v) print out two copies of the Participant Consent Form;
- (vi) explain to the Eligible Person the content of the Participant Consent Form including the related undertaking and declarations;
- (vii) request the Eligible Person to complete and sign on two copies of the Participant Consent Form;
- (viii) give one copy of the signed Participant Consent Form to the Eligible Person and keep the other copy in safe custody to be collected by the Programme Office on regular basis; and
- (ix) confirm the enrolment of the Eligible Person and submit the claim for Subsidy for Processing Enrolment in respect of the Eligible Person in accordance with the requirements set out in the CRC IT System.

### First Consultation

- (b) Upon enrolment, the Eligible Person would become a Participant. In the first Screening Round, the Enrolled PCD shall assess medical fitness of the Participant for FIT screening. If the Participant is medically fit for FIT screening, the Enrolled PCD shall:-
  - (i) explain to the Participant the screening workflow, purpose and limitation of FIT screening as well as the meaning of a positive and negative result and other advice as specified by the Programme Office;
  - (ii) print the system generated laboratory request form, peel off the duplicate barcode label on each of the FIT tubes and stick it onto the laboratory request form, and write the Participant's name on each FIT tube, explain to the Participant how and when to collect the specimens, where to keep them before returning to FIT Specimen Collection Points, and other related instructions specific to the Programme;
  - (iii) put the laboratory request form into the side compartment of the large plastic bag and immediately seal it to prevent tampering;
  - (iv) instruct the Participant to write the date(s) of specimen collection on the FIT tubes. Show how the FIT tubes should be individually placed in small plastic

bags before putting into a large plastic bag already containing the laboratory request form. Remind the Participant to bring this pack to FIT Specimen Collection Points within four days of first specimen collection and no more than eight weeks of issue of the Participant's Pack;

- (v) replace all relevant items (including information materials) into the zipper bag and hand the Participant's Pack to the Participant;
  - (vi) advise the Participant to contact the Health Care Institution for re-issue of the second set of FIT tubes contained within the Participant's Pack in case both of the original FIT tubes are lost, or damaged, or rejected by the laboratory;
  - (vii) inform the Participant the arrangement with respect to result notification including but not limited to the possibility of a Second Consultation if the FIT result is positive. The Enrolled PCD should agree with the Participant on the notification arrangement if the FIT result is negative; and
  - (viii) input all information and submit the claim for Subsidy for the First Consultation in respect of the Participant in accordance with the requirements set out in the CRC IT System.
- (c) In the subsequent Screening Round, the Enrolled PCD shall follow the procedure as set out in Clause 21(a) (ii) – (iv) above and assess medical fitness of the Participant for FIT screening. If the Participant is medically fit for FIT screening, the Enrolled PCD shall follow the procedure as set out in Clause 21(b) (i) – (viii) above.

#### Second Consultation

- (d) Upon notification of a positive FIT result on CRC IT system, the Enrolled PCD shall promptly inform the relevant Participant for the Second Consultation wherein the Enrolled PCD shall:-
- (i) discuss with the Participant the implication of a positive FIT result;
  - (ii) agree with the Participant on a management plan including but not limited to referral to an Enrolled CS or other appropriate health care professional or body and advise on what to expect at colonoscopy including the procedure, possible risk and complication, preparation, and implication on charges and fees;
  - (iii) provide a signed referral letter for colonoscopy to the Participant and a list of Enrolled CS together with their essential practice information for the Participant to consider and choose from; and

- (iv) input all information and submit the claim for Subsidy for the Second Consultation in respect of the Participant in accordance with the requirements set out in the CRC IT System.

22. The Enrolled PCD shall:-

- (a) encourage Eligible Persons to enrol in the Programme;
- (b) check and act on the “To-do List” of the CRC IT System;
- (c) provide advice, answer enquiries and support Participants through the screening pathway especially during Additional Encounters, if any;
- (d) follow up Participants who have failed to submit FIT tubes by 4 weeks after the issue of FIT tubes;
- (e) follow up Participants who have failed to attend an Enrolled CS by 4 weeks after the Second Consultation;
- (f) promptly enter all information arising from the First and Second Consultations and Additional Encounters, if any, as required by the CRC IT System before submitting the claim;
- (g) report any incident related to the FIT screening to the Programme Office by written notification as soon as possible and alert the Programme Office by phone in case the event requires immediate attention by the latter; and
- (h) inform the Programme Office in writing at least 14 days in advance to enable Programme Office to update the Programme Website’s service provider list by temporarily removing the Enrolled PCD’s name and related details from the list if the Enrolled PCD cannot provide the FIT screening service under the Programme to the Eligible Persons at the enrolled Health Care Institution for a period of more than 7 days. The Enrolled PCD and his Associated Health Care Provider (if any) shall temporarily remove the Logo and Mini-poster specified in Clause 42 at the enrolled Health Care Institution until resumption of the screening service.

23. The Enrolled PCD and his Associated Health Care Provider (if any) shall be liable for any error or omission of information entered into the CRC IT System and for any loss or damage suffered by the Government due to any negligence or wilful misuse



by the Enrolled PCD or his Associated Health Care Provider (if any) of the CRC IT system or data extracted therefrom.

24. Neither the Enrolled PCD nor his Associated Health Care Provider (if any) may charge any person any fees for completing the Participant Consent Form.

### **Payment by the Government**

25. In consideration of the due performance of the obligations of the Enrolled PCD and his Associated Health Care Provider (if any) in accordance with the Agreement and subject always to the terms and conditions of the Agreement, the Government will:-

- (a) for each Participant first enrolling in the Programme through the Enrolled PCD, pay the Enrolled PCD and his Associated Health Care Provider (if any) the **Subsidy for Processing Enrolment** if the First Consultation has been conducted by the same Enrolled PCD;
- (b) for each Participant who attended the First Consultation rendered by the Enrolled PCD, pay the Enrolled PCD and his Associated Health Care Provider (if any) the **Subsidy for the First Consultation**; and
- (c) for each Participant with positive FIT result who attended the Second Consultation rendered by the Enrolled PCD, pay the Enrolled PCD and his Associated Health Care Provider (if any) the **Subsidy for the Second Consultation**.

26. The Government will settle the Subsidy payable to the Enrolled PCD and his Associated Health Care Provider (if any) for the services provided in a particular month by crediting the Nominated Account within 30 days after the last day of that month. An acknowledgement of such crediting issued by the bank with which the Nominated Account is maintained shall be deemed to be a receipt issued by the Enrolled PCD and the Associated Health Care Provider (if any) of the sum so credited and shall be conclusive evidence of due payment of such sum by the Government to the Enrolled PCD and the Associated Health Care Provider (if any) under the Agreement.

27.

(a) For the avoidance of doubt, the Government shall have no obligation to pay the Enrolled PCD and his Associated Health Care Provider (if any):

- (i) for any Additional Encounter rendered by the Enrolled PCD to any Participant;

(ii) any Subsidy if –

- I. the Participant is not medically fit for FIT screening and the Enrolled PCD has not fulfilled his obligations under the Agreement including but not limited to those specified in Clause 21(b) with respect to the First Consultation; or
- II. any information provided by the Enrolled PCD or his Associated Health Care Provider (if any) to the Government under or in relation to the Programme is at any time found to be incomplete, untrue, inaccurate or incorrect; or
- III. the Enrolled PCD or his Associated Health Care Provider (if any) is in breach of any provision in the Agreement; or
- IV. the Participant is not eligible to receive the Services; or
- V. the Participant has received FIT screening for more than once in a Screening Round under this Programme.

(b) Where no Subsidy in respect of a Participant is paid to the Enrolled PCD and the Associated Health Care Provider (if any) in accordance with Clause 27(a), the Enrolled PCD and the Associated Health Care Provider (if any) shall not charge that Participant for an equivalent amount.

(c) The Government has the right to withhold any sums due to the Enrolled PCD and the Associated Health Care Provider (if any) where there is investigation of suspected occurrence of any of the events specified in Clause 6(a) or 27(a).

28. Notwithstanding any provision herein, if the Government certifies at any time that the Government has overpaid an Enrolled PCD and his Associated Health Care Provider (if any), the Government may:

- (a) deduct such overpaid amount from any sums which may thereafter be payable by the Government to the Enrolled PCD and his Associated Health Care Provider (if any); or
- (b) direct the Enrolled PCD and the Associated Health Care Provider (if any) to forthwith repay the Government the amount overpaid on a date specified by the Government and the Enrolled PCD and the Associated Health Care Provider (if any) shall comply with the direction. The Government has the right to withhold any sums due to the Enrolled PCD and the Associated Health Care Provider (if any) until the Enrolled PCD and the Associated Health Care Provider (if any) have fully repaid the aforesaid amount.

29. The Enrolled PCD shall submit the Subsidy claims to the Programme Office through the CRC IT System. Any Subsidy claim not made within 6 months counting from the date of the First Consultation will be considered as a late claim and the Government shall have the absolute discretion to refuse payment of Subsidy to the Enrolled PCD and his Associated Health Care Provider (if any) for such late claim.

### **Co-payment**

30. It is advisable that the Co-payment amount be set at \$0 to promote participation by the less well-off members of society.

31. On enrolment to the Programme, the Enrolled PCD and his Associated Health Care Provider (if any) shall inform the Government the amount of Co-payment to be charged to each Participant. Where a Co-payment fee is charged, the amount shall be the same for the First and Second Consultations. After enrolment to the Programme, the Enrolled PCD and his Associated Health Care Provider (if any) shall notify the Programme Office at least 30 days in advance of a change, whether increase or decrease, in the Co-payment is to be made. The Enrolled PCD and his Associated Health Care Provider (if any) shall not change the Co-payment level before written confirmation by Programme Office has been received. The Enrolled PCD and his Associated Health Care Provider (if any) shall be solely responsible for collecting the Co-payment payable by the Participant. The Government shall not be liable to the Enrolled PCD and his Associated Health Care Provider (if any) for any non-settlement of Co-payment payable by any Participant, for any reason whatsoever.

32. The Co-payment charged by the Enrolled PCD and Associated Health Care Provider (if any) shall be displayed on a Mini-poster provided by the Government and published in the Programme website. The Enrolled PCD and his Associated Health Care Provider (if any) shall amend the Mini-poster accordingly as soon as practicable and in any event before the change in Co-payment as confirmed by the Programme Office comes into effect.

### **Directions**

33. The Enrolled PCD and his Associated Health Care Provider (if any) shall comply with all directions that may from time to time be given by the Director of Health or any employee, officer or agent of the Government authorised by the Director of Health to exercise his rights and perform his duties under the Agreement or in relation to the Programme.

34. If the Enrolled PCD or his Associated Health Care Provider (if any) fails to comply with any provision of the Agreement or any direction referred to in Clause 33, without prejudice to the right of the Government to terminate the Agreement in accordance with the terms of the Agreement, the Government may by notice in writing to the Enrolled PCD and the Associated Health Care Provider (if any) require the Enrolled PCD or the Associated Health Care Provider (as the case may be) to make good or rectify the non-compliance by the date specified and in accordance with the requirements of notice. The Enrolled PCD and his Associated Health Care Provider (if any) shall comply with such requirements.

### **Information and keeping of records**

35. The Enrolled PCD shall keep the Government immediately informed of any change or proposed change to his status as a person registered under the Ordinance or his status as a person listed on the Primary Care Directory.

36. Without prejudice to Clause 35, the Enrolled PCD shall notify the Government forthwith of his becoming aware of:

- (a) any action taken (or proposed to be taken) or any order made (or proposed to be made) to remove the Enrolled PCD from a register maintained pursuant to the Ordinance on which the Enrolled PCD's name has been entered;
- (b) any action, disciplinary proceeding or inquiry being taken against the Enrolled PCD by any person including the Participant; or
- (c) any complaints filed or claims made (whether or not any legal action is threatened) against the Enrolled PCD for any act, negligence, misconduct or malpractice.

37. The Enrolled PCD and his Associated Health Care Provider (if any) shall provide the Government with such information as requested by the Government in relation to any of the matters referred to in Clause 35 or 36.

38. The Enrolled PCD and his Associated Health Care Provider (if any) shall keep in his and their Health Care Institution for a period of not less than 7 years proper and full record of documents in relation to the Programme. Moreover, the Enrolled PCD shall keep the original copy of the Participant Consent Form in safe custody pending collection by the Programme Office on a regular basis.

39. The Enrolled PCD and his Associated Health Care Provider (if any) shall submit to the Programme Office complete, true and accurate information as required in the Authority for Payment to a Bank at Appendix B.

40. Each of the Enrolled PCD and his Associated Health Care Provider (if any) warrants and undertakes with continuing effect that all information and documents provided by each of them to the Government from time to time under or in relation to the Programme are true, accurate and complete.

41. The Government, the Director of Health or any person authorised by the Director of Health may attend at any premises at reasonable hours to inspect and obtain any information or record kept or required to be kept by the Enrolled PCD and the Associated Health Care Provider (if any) under the Agreement, and / or to ascertain whether the terms and conditions of the Agreement are complied with. The Enrolled PCD and his Associated Health Care Provider (if any) shall fully co-operate with and give all assistance required by the Government, the Director of Health or the authorised person for the administration and monitoring of the Programme. The Enrolled PCD and his Associated Health Care Provider (if any) shall submit information or record required by the Government, the Director of Health or the authorised person for purposes related to the Programme or under the Agreement and shall ensure that the Government, the Director of Health and the authorised person are given free, uninterrupted and facilitated access to such information and record and to the premises at which they are kept. The Enrolled PCD and the Associated Health Care Provider (if any) shall, if so requested by the Government, the Director of Health or the authorised person, provide them with copies of information and record specified by any of them. The Government, the Director of Health or any person authorised by the Director of Health may contact the Participant to verify the information and record if necessary.

### **Logo and Mini-poster**

42. Upon enrolment in the Programme, the Government will provide an Enrolled PCD with a logo (“**Logo**”) and a mini-poster (“**Mini-poster**”). Subject to Clause 5(b)(ii), an Enrolled PCD shall at all times display the Logo and Mini-poster at the Health Care Institution where the First Consultation and Second Consultation is provided by the Enrolled PCD and in a manner as specified by the Director of Health. Neither the Enrolled PCD nor his Associated Health Care Provider shall make any copy of the Logo or Mini-poster, or display the Logo or Mini-poster at any other place except where specified by the Director of Health.

43. The Government may use any of the personal data of an Enrolled PCD for the purposes set out in the Statement of Purpose in the Application Form (Appendix A) and Authority for Payment to a Bank (Appendix B). Each of the Enrolled PCD and his Associated Health Care Provider (if any) further agrees that the Government may publish in any media the Chinese and English name of Enrolled PCD and the Health Care Institutions with the address(es) and telephone number as well as the Co-payment Fee at any time for the purpose of the Programme.

### **Government Disclaimer**

44. The Government does not warrant or represent that: (a) its title to and property in the CRC IT System, the Programme Equipment or the Programme Licence are free and unencumbered; (b) the CRC IT System, the Programme Equipment or the Programme Licence is free from defects in materials, design and workmanship; (c) the use of the CRC IT System, the Programme Equipment or the Programme Licence will meet an Enrolled PCD's or his Associated Health Care Provider's data processing requirements, the requirements of the Programme or the requirements of any machine, equipment or hardware or software used or to be used by the Enrolled PCD or his Associated Health Care Provider in relation to the CRC IT System; or (d) the operation of the CRC IT System, the Programme Equipment or the Programme Licence will be uninterrupted or error free.

45. The Government shall not be liable to an Enrolled PCD or his Associated Health Care Provider for any claims, actions, investigations, demands, proceedings, brought or instituted against the Enrolled PCD or his Associated Health Care Provider, or any liabilities, compensation, damage, loss, costs, charges and expenses which the Enrolled PCD or his Associated Health Care Provider may sustain or incur in relation to the Enrolled PCD's enrolment in the Programme, the use of the CRC IT System, the Programme Equipment or the Programme Licence, or inability to obtain any Subsidy, or the clinical judgment and care provided by the Enrolled PCD to the Participant in relation to the Programme.

### **Confidentiality**

46. Each of the Enrolled PCD and his Associated Health Care Provider (if any) undertakes and agrees to keep all information provided by the Government in relation to the Programme confidential. Neither the Enrolled PCD nor his Associated Health Care Provider shall disclose any such information to any person without the prior

written consent of the Government.

### **Anti-bribery**

47. The Enrolled PCD and his Associated Health Care Provider (if any) shall observe the Prevention of Bribery Ordinance (Cap.201) and shall not offer to, solicit or accept from any person any advantages as defined in the Prevention of Bribery Ordinance.

### **Indemnity**

48. Each of the Enrolled PCD and his Associated Health Care Provider (if any) shall indemnify and keep the Government and its authorised users fully and effectively indemnified from and against:

- (a) any and all claims, allegations, actions, investigations, demands, proceedings, brought or instituted against the Government and its authorised users; and
- (b) any and all liabilities, compensation, damage, loss, costs, charges and expenses which the Government and its authorised users may sustain or incur (including but not limited to legal and other costs, charges, and expenses, on a full indemnity basis, which the Government and its authorised users may pay or incur in relation to any claim, action or proceeding instituted by, or against, the Government and its authorised users), which in any case arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to:
  - (i) any non-compliance by the Enrolled PCD, his Associated Health Care Provider, or any employees, agents or sub-contractors of the Enrolled PCD or his Associated Health Care Provider of any provision of the Agreement; or
  - (ii) the negligence, recklessness, omission, default, act or misconduct on the part of the Enrolled PCD or his Associated Health Care Provider, or any employees, agents or sub-contractors of the Enrolled PCD or his Associated Health Care Provider in the operation of the Programme; or
  - (iii) the data or information provided by the Enrolled PCD or his Associated Health Care Provider or any employees, agents or sub-contractors of the Enrolled PCD or his Associated Health Care Provider in the process for requesting for payment of Subsidy; or
  - (iv) the enrolment by the Enrolled PCD in the Programme; or
  - (v) the clinical judgment and care provided by the Enrolled PCD to the

- Participant in relation to the Programme; or
- (vi) infringement of Intellectual Property Rights of any person arising from the use, operation, or possession by the Enrolled PCD and his Associated Health Care Provider of the CRC IT System, the Programme Equipment and the Programme Licence, and any materials, things, documents or record submitted to the Government and its authorised users for the purposes of or in connection with the performance of this Agreement.

49. Without prejudice to Clause 48, any act, default, neglect or omission of any sub-contractor or the employee or agent of an Enrolled PCD or his sub-contractor shall be deemed to be the act, default, neglect or omission of the Enrolled PCD and any act, default, neglect or omission of employee, agent or any sub-contractor of an Associated Health Care Provider shall be deemed to be the act, default, neglect or omission of the Associated Health Care Provider.

50. Each of the Enrolled PCD and his Associated Health Care Provider (if any) agrees to do all things and execute all deed, instruments, transfer or other documents as may be necessary or desirable to give full effect to the provisions of the Agreement.

51. The Agreement is governed by and construed in accordance with the laws of Hong Kong and each of the Enrolled PCD and his Associated Health Care Provider (if any) irrevocably and unconditionally submits to the exclusive jurisdiction of any of the courts of Hong Kong.

52. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.

53. Neither an Enrolled PCD nor an Associated Health Care Provider shall represent himself as an employee, servant, agent or partner of the Government. Neither an Enrolled PCD nor an Associated Health Care Provider has, nor shall any of them represent that it has, any authority to make any commitments on the Government's behalf.

54. Neither an Enrolled PCD nor an Associated Health Care Provider shall, without the prior written consent of the Government, assign or otherwise dispose of or transfer or sub-contract any of his interests, rights, benefits and obligations under the Agreement in whole or in part.

55. The Government may at any time vary or supplement any terms or conditions of



the Agreement by prior written notice to an Enrolled PCD and his Associated Health Care Provider (if any). For the avoidance of doubt, the Government may at any time amend Schedule 1 to change the amount of any Subsidy or add new subsidy pursuant to this clause.

56. The definitions and rules of interpretation set out in the Definitions shall apply to the Agreement.

57. Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

58. The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

## SCHEDULE 1

Subsidy for Processing Enrolment	HK\$76
Subsidy for the First Consultation	HK\$280
Subsidy for the Second Consultation	HK\$280