

eHealth+ Connectivity Support Scheme

Terms and Conditions

This document sets out the terms and conditions (“T&Cs”) applicable to the eHealth+ Connectivity Support Scheme. Hospital Authority (HA) reserves the right to revise these T&Cs from time to time without prior notice to the Applicant. The Applicant shall observe and abide by these T&Cs as revised from time to time.

Introduction

1. Definitions

1.1. In this document, the following words and expressions shall have the meaning assigned except where the context otherwise requires.

Term	Definition
Applicant	An applicant for sponsorship under this Scheme or, where the context requires, an applicant who has been approved to participate in the Scheme
Accredited eMRS	An electronic medical record system that has passed all relevant testing and been approved by HA (https://www.ehealth.gov.hk/rl/ehealth-plus-accredited-emrs)
Commencement Date	The commencement date of the Applicant’s participation in the Scheme as determined by HA
eHealth	The Electronic Health System developed by the Health Bureau of the Government of the Hong Kong Special Administrative Region under the Electronic Health System Ordinance (Cap. 625)
eHR	Electronic health records
eHRO	The Electronic Health Record Office of the Health Bureau of

	the Government of the Hong Kong Special Administrative Region
Designated Data Domains	The eHealth data domains include the following: 1. Allergy / Adverse Drug Reaction 2. Encounter 3. Medication (Prescribing / Dispensing) 4. Immunisation 5. Laboratory Result and 6. Radiology Examination
HA	The Hospital Authority
HCP	Healthcare Provider registered in eHealth
RMP	a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practicing certificate issued under that Ordinance
Scheme	eHealth+ Connectivity Support Scheme
Sponsorship Period	A 12-month period commencing on the Commencement Date.

2. Background

- 2.1. HA is engaged as the technical agency for the development, operation and maintenance of eHealth Project.
- 2.2. In Hong Kong, the current processes of depositing health data to the eHealth are predominantly focused within the public sector such as HA and Department of Health, while the sharing of eHR within the private healthcare sector is comparatively limited.
- 2.3. To further promote the adoption and sharing of health data to eHealth among the private healthcare sector, HA is now implementing the Scheme with the support of the eHRO. As the agency appointed by the eHRO, HA has established the Scheme and is responsible for its administration and operation subject to these T&Cs.

- 2.4. The Scheme further encourages participation in eHealth and facilitates data sharing among healthcare entities.
- 2.5. A Vetting Committee (comprising of representatives from eHRO, eHealth+ Programme Office and HA Information Technology & Health Informatics Division) will be formed to vet the applications. The Vetting Committee is responsible for assessment of the applications and approval of payment, and providing advice on related matters.
- 2.6. HA will report to the eHRO on matters relating to the Scheme. HA reserves all rights regarding the execution of the Scheme, disbursement of sponsorship and termination of any sponsorship approval with the support and endorsement from the Vetting Committee.

The Scheme

3. Target of The Scheme

- 3.1. Unless otherwise specified, the Scheme is targeted at western medical practices.

4. Eligibility

- 4.1 An Applicant is eligible to apply for sponsorship under the Scheme if it fulfills the following criteria:
- (i) The Applicant is using an Accredited eMRS; and
 - (ii) The Applicant is not participating or have not participated in the eHealth Adoption Sponsorship Pilot Scheme nor eHealth Data Connectivity Sponsorship Scheme (Connectivity Enablement).
- 4.2 Each HCP may only make one application under the Scheme (regardless of the number of service locations it has registered under eHealth), and is allowed to register at least 1 RMP (maximum of 50 RMPs) who have access to the Accredited eMRS. Each RMP is also required to fulfill the following criteria: -

- (i) He/she is a RMP registered in eHealth throughout the participation in the Scheme;
- (ii) He/she should not be registered by more than one Applicant under the Scheme;
- (iii) He/she has not previously participated in the Scheme or withdrawn from any one of the Applicants; and
- (iv) He/she has not participated in the eHealth Adoption Sponsorship Pilot Scheme, nor has he/she applied for sponsorship on his/her own under the Scheme.

5. Sponsorship Details and Scope

5.1 Key Points to note:

- (a) Applicant should sustain the deposit capability of Designated Data Domains to eHealth (when the Accredited eMRS is technically capable for deposit) for any number of months during the sponsorship period, with a maximum of 12 months would be sponsored.
- (b) HA reserves the right to access data deposit transaction logs to verify the Applicant's compliance with the above requirements.
- (c) Each Applicant is required to update the registration list of RMP monthly throughout the participation in the Scheme using the reporting mechanism provided by HA, and:
 - (i) the Applicant should ensure that all changes in the number and the names of RMP participation are reflected in the monthly registration list.
 - (ii) the Applicant shall not register any new RMP during the sponsorship period.
 - (iii) if the Applicant fails to provide a timely update to HA, HA may defer the sponsorship disbursement.

5.2 Sponsorship amount

- (a) Subject to these T&Cs, sponsorship under the Scheme will be calculated as follows:
 - (i) Each approved Applicant will be entitled to sponsorship for a maximum period of 12 months calculated at the rate of HK\$500 per month for every eligible RMP registered under section 4.2;
 - (ii) The sponsorship amount will be calculated according to the monthly RMP list submitted by the Applicant and verified by HA; and
 - (iii) No sponsorship will be payable in respect of a RMP for a particular month if (1) he/she appears on the RMP list of more than one Applicant or (2) he/she was not registered on the RMP list for the entire month.
- (b) The sponsorship amount calculated in accordance with section 5.2(a) will be disbursed to the Applicant in accordance with section 7 after approval.

6. Enrolment and Preparation

- 6.1 Application shall be made on the Application Form for the Scheme as specified by HA and conform to all conditions set out in these T&Cs. By submitting the application, the Applicant consents that the information and documents relating to the application may be used by HA, its agent(s) and/or other parties involved in processing the application to conduct eligibility checking or other necessary vetting process. The Applicant agrees to provide such additional information and/or documents as required by HA in support of the application.
- 6.2 Applicants should submit the Application Form via dedicated online submission platform provided by HA.
- 6.3 Regardless of the application result, the Applicant, or any employees, agents, contractors or associates of the Applicant shall have no right or claim for, and shall

not seek any compensation, reimbursement, damages, indemnity or waiver from HA in relation to, the preparation or submission of the application for the Scheme.

7. Disbursement of Sponsorship

- 7.1 The sponsorship amount calculated and determined in accordance with these T&Cs will be disbursed only when the Applicant meets the relevant requirements as agreed with HA and to the satisfaction of HA and the Vetting Committee.
- 7.2 The sponsorship will be made in Hong Kong dollars.
- 7.3 The sponsorship amount will be paid quarterly, in January, April, July and October of the year, provided that the Applicant has satisfied all the requirements under section 4 and 5.1.

8. Notification of Results

- 8.1 Under normal circumstances, the Applicant will be notified of the application result in email within two months after the submission date. Under no circumstances shall an application be deemed to be successful unless and until the Applicant has been notified in writing by HA that the application is successful and has returned a signed acknowledgement of receipt to HA.
- 8.2 HA's decision on the result of the application, including the eligibility of the Applicant and the Commencement Date, shall be deemed final. HA reserves the right to terminate or reduce the amount of sponsorship, without giving the reason for such action. HA further reserves the right to reject or terminate an Applicant's entitlement under the Scheme on the basis that it or its current or former parent company or other affiliated companies has participated in and/or received sponsorship under the Scheme, eHealth Data Connectivity Sponsorship Scheme (Connectivity Enablement) or the eHealth Adoption Sponsorship Pilot Scheme.

9. Publicity Materials

- 9.1 The Applicant shall seek prior written consent from HA on all publicity materials in relation to the Scheme.

10. Prevention of Bribery

- 10.1 The Applicant must ensure that it shall, and, if applicable, procure that its staff shall, conform to the requirements of the Prevention of Bribery Ordinance (Cap. 201). The Applicant shall notify all personnel who are in any way involved in the Scheme in writing that they shall not offer to or solicit or accept from any person for any money, gifts or advantages in relation to the Scheme.
- 10.2 In the event that the Applicant, any of its directors, employees, agents, contractors, sub-contractors or other personnel who are in any way involved in the Scheme commit an offence under the Prevention of Bribery Ordinance (Cap. 201) (including the offering of any advantages to any members of the Vetting Committee of the Scheme or any HA staff), HA may, without prejudice to any other remedies HA may have, suspend or terminate further sponsorship under the Scheme and require the Applicant to immediately repay HA all or any sponsorship provided to it.

11. Protection of Personal Data

- 11.1 The Applicant shall handle all personal data in relation to the Scheme in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486). The Applicant shall obtain consent from all relevant persons/entities (including the RMPs) for the disclosure and use of their information/personal data for the purpose of the Applicant's application and participation in the Scheme.
- 11.2 Subject to the provisions below, information provided by the Applicant will be kept by HA in confidence and all personal data will be handled in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486). Personal

data of the Applicant may be used by HA, and whenever it considers appropriate, disclosed to statutory bodies or third parties for the following purposes: (a) processing, verifying and disbursing payments of sponsorship under the Scheme; (b) maintaining the operation and integrity of the Scheme, including reporting to the Legislative Council, and other relevant bodies; (c) monitoring compliance with the requirements under the Scheme and these T&Cs; (d) making disclosure subject to the requirements of any applicable legislations; (e) compiling statistics and carrying out researches; (f) publicity; and (g) achieving any purposes relating to the above. HA reserves the right to disclose the list of Applicants and/or RMPs registered under the Scheme. Disclosure may also be made where the explicit consent to such disclosure is given by the Applicants and/or RMPs.

12. Insurance

12.1 The Applicant, its agent(s) and contractor(s) shall procure appropriate insurance policies, including employee compensation, an all-risks insurance in respect of public liability, to meet any potential claims arising out of or in connection with its participation in the Scheme. Under no circumstances shall HA be held liable for any third party's claims for any loss or damages arising from or relating to the Scheme.

13. Termination of Sponsorship

13.1 HA reserves the right to terminate any sponsorship approved or any Applicant's eligibility in case of the Applicant's failure to satisfy any of the requirements for the Scheme, non-compliance with these T&Cs or any other circumstances which HA considers it just and fair to terminate the sponsorship, for example –

- (a) The Applicant fails to complete and satisfy the requirements as set out in Sections 4, 5.1(a) and 5.1(c);

- (b) The Applicant is found to have provided false information for the purpose of obtaining the sponsorship;
- (c) The Applicant has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (d) The continued participation of the Applicant in the Scheme or the continued payment of the sponsorship to the Applicant is contrary to the interest of national security;
- (e) HA reasonably believes that any of the events mentioned in (c) and (d) above is about to occur; or
- (f) HA considers it appropriate to terminate the sponsorship on the ground of public interest.

13.2 No payment, including payment for the month when one or more of the above events happens, will be disbursed once the Applicant's sponsorship or eligibility under the Scheme is terminated by written notice by HA. HA reserves the right to :

- (a) request the Applicant to refund any sponsorship amount made.
- (b) terminate or not grant any sponsorship, endorsement, accreditation or certification, for other HCPs owned or operated by the Applicant.

14. Claims and Liabilities

14.1 HA shall not accept any responsibilities, in whatsoever form, for any claims, demands or legal liabilities, including those arising from the use of the Accredited eMRS solution under the sponsorship. HA shall in no event be responsible for any additional consequential expenditure in addition to the sponsorship.

14.2 The Applicant shall indemnify HA against all losses, claims, demands, damages,

costs, expenses and liabilities suffered or incurred by HA or which may be brought or established against HA arising out of or relating to: (i) the breach of these T&Cs or the laws of Hong Kong by the Applicant, its employee(s), agent(s) or contractor(s); (ii) the wilful misconduct, negligence, default, unauthorised act or wilful omission of the Applicant, its employee(s), agent(s) or contractor(s); or (iii) any allegation or claim that the development, use, operation or possession of any Accredited eMRS infringes any intellectual property rights or any other rights of any persons.