

# **Chronic Disease Co-Care Pilot Scheme**

## **Terms and Conditions of Agreement with Private Doctors**

### **1. Definitions and Interpretation**

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

***“Agreement”*** means the agreement made by the Government with a Private Doctor on the terms and conditions set out in the following:

- (i) these Terms and Conditions of Agreement for Private Doctors;
- (ii) the Application Form submitted by a Registered Medical Practitioner and accepted by the Government.

***“Application Form”*** means the online application for enrolment in the CDCC Pilot Scheme completed on the Electronic Health Record Sharing System platform online.

***“Authorised User”*** means any person appointed by the Private Doctor, as a relieving doctor or clinic administrator, to access and use the IT Platform for and on behalf of him for the purpose of assisting him to perform Services;

***“CDCC Pilot Scheme”*** means the Chronic Disease Co-Care Pilot Scheme of the Government.

***“Commencement Date”*** means the first day of the Term.

***“DHC”*** means a District Health Centre or District Health Centre Express as managed by the Government.

***“DM”*** means diabetes mellitus as defined by the diagnostic criteria in the Reference Framework.

***“Drug Supplier”*** means the supplier of the Specified Drugs.

***“ECG”*** means electrocardiogram, a medical test used to measure and record the electrical activity of the heart.

***“eHRSS”*** means the Electronic Health Record Sharing System of the Government, 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.

“**EHVS**” means the Elderly Healthcare Voucher Scheme of the Government.

“**Eligible Person**” means a person who is eligible to enrol in the CDCC Pilot Scheme for receiving the subsidised scope of Services according to the following criteria which may be amended or modified by the Government from time to time:

- (i) be a holder of a valid Hong Kong Identity Card within the meaning of the Registration of Persons Ordinance (Cap. 177 of the laws of Hong Kong), unless he is a holder of the Hong Kong Identity Card by virtue of a previous permission to land or remain in Hong Kong granted to him and such permission has expired or ceased to be valid; or be a holder of a valid certificate of exemption within the meaning of the Immigration Ordinance (Cap. 115 of the laws of Hong Kong);
- (ii) has enrolled in the eHRSS and registered as a DHC member; and
- (iii) meeting the specified criteria of any one or more of the following groups:
  - (a) for screening for HT and DM (“**Group A Eligible Person**”)
    - (1) is aged 45 years or above; and
    - (2) has neither known history of HT/DM, nor related symptoms;
  - (b) with effect from a date to be announced by the Government (“**Group B Effective Date**”), for screening for chronic hepatitis B with eligibility criteria as specified by the Government (“**Group B Eligible Person**”);
  - (c) with effect from a date to be announced by the Government (“**Group C Effective Date**”), for person currently under care of the Hospital Authority’s General Outpatient Clinics or participating in the General Outpatient Clinic Public-Private Partnership Programme who complies with the eligibility criteria as specified by the Government (“**Group C Eligible Person**”).

“**FPG**” means fasting plasma glucose which is a test to check blood glucose levels in the body.

“**Government**” means the Government of Hong Kong Special Administrative Region of the People’s Republic of China. Reference to “Government” shall include its specified representative(s), assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions.

“**Government Subsidy**” has the meaning given to the term in Clause 4.1 below.

“**HbA1c**” means glycated haemoglobin which is a measurement of the amount of blood sugar (glucose) attached to haemoglobin.

“**Health Bureau**” means the Health Bureau of the Government.

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

“**Hospital Authority**” means the Hospital Authority established under the Hospital Authority Ordinance (Cap. 113 of the laws of Hong Kong).

“**HT**” means hypertension as defined by the diagnostic criteria in the Reference Framework.

“**Incentive Payment**” has the meaning given to it in Clause 4.1(e) below.

“**Incentive Targets**” means targets linked with Incentive Payment set out with respect to a Scheme Participant under the CDCC Pilot Scheme to drive better health outcomes.

“**Investigation Co-Payment**” means the charge payable by the Scheme Participant to an Investigation Services for the Investigation Services rendered for the investigation of the Relevant Illnesses.

“**Investigation Services**” means lab tests, ECGs or any other investigation services as prescribed by the Government and notified by the Government to the Private Doctor from time to time to be included in, and made available under, the CDCC Pilot Scheme to be provided by the Investigation Services Provider for investigation of the Relevant Illnesses, being as at the Commencement Date, those set out in Schedule 2.

“**Investigation Services Provider**” means a person appointed by the Government to provide Investigation Services.

“**IT Platform**” means the IT system built upon the eHRSS for the CDCC Pilot Scheme for the collection, storage, sharing and use of data (including clinical data) of the Scheme Participants.

“**LDL-C**” means low-density lipoprotein-cholesterol.

“**Medical Consultation Co-Payment**” has the meaning as referred to the term in Clause 4.3(a) and (b) below.

“**MRO**” means Medical Registration Ordinance (Cap. 161 of the laws of Hong Kong) (as amended or modified from time to time).

**“Operation Manual”** means the “CDCC Pilot Scheme Operation Manual for Private Doctors” issued by the Government, as amended and modified from time to time, on the operation of the CDCC Pilot Scheme.

**“PCD/PCR”** means the Primary Care Directory or Primary Care Register as maintained by the Government.

**“Pre-DM”** means prediabetes as defined by the diagnostic criteria in the Reference Framework.

**“Private Doctor”** means the Registered Medical Practitioner whose application to enrol in the CDCC Pilot Scheme is accepted by the Government.

**“PPY”** means the 12 month period starting from:

- (i) unless (ii) applies, the date on which a Scheme Participant who has been admitted into the Treatment Phase; and
- (ii) the date on which a Scheme Participant, who has already been admitted into the Treatment Phase, and is subsequently assigned a new diagnosis within the Relevant Illnesses.

**“Reference Framework”** means the guidelines published by the Primary Healthcare Office/Commission under the Health Bureau on preventive care and disease management for reference by primary healthcare professionals (as amended or modified from time to time).

**“Registered Medical Practitioner”** has the meaning ascribed to “registered medical practitioner” under the MRO.

**“Relevant Illness(es)”** means the illness(es) or health condition(s) prescribed by the Government to be covered under the CDCC Pilot Scheme, including those that require either disease prevention, early detection or chronic management based on the Government’s prevailing public health strategy and/or clinical recommendation:

- (i) HT;
- (ii) DM;
- (iii) Pre-DM (HbA1c 6-6.4% / FPG 6.1-6.9 mmol/L);
- (iv) Specified Condition of Dyslipidaemia, and
- (v) Chronic hepatitis B (effective on the Group B Effective Date).

**“Relieving Doctor”** has the meaning given to the term in Clause 3.1(c) below.

**“Scheme Participant”** means an Eligible Person who has successfully enrolled in the CDCC Pilot Scheme;

**“Screening Phase”** has the meaning given to the term in Clause 3.10 below.

**“Services”** means those services, tasks and objectives in relation to the CDCC Pilot Scheme to be performed or achieved by the Private Doctor in accordance with the requirements of this Agreement;

**“Specified Drugs”** means the medications available under the CDCC Pilot Scheme for treatment of the Relevant Illnesses and episodic illnesses (as prescribed by the Government under “Basic Tier” or “Additional Tier” from time to time), which as at the Commencement Date are the medications set out in Schedule 3 (as amended or modified from time to time).

**“Specified Condition of Dyslipidaemia”** means dyslipidaemia with LDL-C level  $\geq 5.0$  mmol/L; or LDL-C level  $2.6 - < 5.0$  mmol/L with an estimated cardiovascular disease risk  $\geq 20\%$ .

**“Subsidised Visit”** means any medical consultation undertaken by a Scheme Participant under the CDCC Pilot Scheme pursuant to this Agreement.

**“Term”** means the period contemplated in Clause 2 below;

**“Transaction Documents”** comprise the following:

- (i) Application Form;
- (ii) these Terms and Conditions of Agreement for Private Doctors;
- (iii) Undertaking and Declaration; and
- (iv) Personal Information Collection Statement.

**“Treatment Phase”** has the meaning given to the term in Clause 3.13 below.

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

- (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) references to time and dates shall be construed as Hong Kong time and dates;
- (i) headings are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of any of the Transaction Documents;
- (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.

- 1.3 Provisions relevant to and references to “Group B Eligible Person” and “Group C Eligible Person” shall only be applicable on and from the Group B Effective Date and Group C Effective Date respectively.

## **2. Term**

This Agreement shall take effect commencing from the date of the notification in writing issued by the Government notifying the Private Doctor that his application for enrolment in the CDCC Pilot Scheme has been accepted by the Government subject to termination in accordance with the provisions of this Agreement.

### 3. Obligations of the Private Doctor

#### Obligations to the Government

##### 3.1 During the Term the Private Doctor shall:

- (a) maintain the necessary infrastructure at his clinics to enable access to the IT Platform for the purpose of the CDCC Pilot Scheme;
- (b) comply with all directions that may from time to time be given by the Government in relation to this Agreement or the CDCC Pilot Scheme;
- (c) avoid scheduling Subsidised Visit(s) for Scheme Participants with which he is paired (see Clause 3.8 below) during periods which he plans that he will not be available to provide medical consultations during Subsidised Visits. If he is not so available, he shall endeavour to appoint a Registered Medical Practitioner to provide Services on behalf of the Private Doctor (“**Relieving Doctor**”) during his period of unavailability;
- (d) in relation to the appointment of the Relieving Doctor by the Private Doctor:
  - (i) ensure the Relieving Doctor designated is enrolled in the CDCC Pilot Scheme, have been appointed by him as an Authorised User and that the Relieving Doctor shall provide medical consultations to the Private Doctor’s Scheme Participants with which he is paired during the Private Doctor’s period of unavailability; and
  - (ii) inform the Government of any Relieving Doctor(s) using any relevant forms as designated by the Government and provide any supporting documents requested by the Government in relation thereto and according to the procedures set out in the Operation Manual;
- (e) take all necessary steps to procure that his employees, Authorised Users, sub-contractor(s) or agent(s) be made aware of and perform the obligations under this Agreement applicable to them, and shall comply with all directions imposed by the Government as specified in Clause 3.1(b) above;
- (f) be responsible for the conduct of his employees, Authorised Users, sub-contractor(s) or agent(s) whilst providing Services to Scheme Participants and shall ensure that he does not and procure that his employees, appointed Authorised Users, sub-contractor(s) or agent(s) do not solicit or accept any advantage, money or gifts from Scheme Participants, or offer any advantage, money or gifts to anyone to influence the operation of the CDCC Pilot Scheme, whilst deployed to provide the Services;

- (g) notify the Government immediately if he:
  - (i) is the subject of any inquiry under Section 21 of the MRO;
  - (ii) ceases to be registered as a Registered Medical Practitioner under Section 14 or Section 14A of the MRO;
  - (iii) is suspended temporarily from practice as a Registered Medical Practitioner;
  - (iv) ceases to operate/practise in the clinic(s) named in the Application Form intended to be the locations where he would provide Services to the Scheme Participants under the CDCC Pilot Scheme;
  - (v) ceases to be listed in the PCD/PCR after its establishment;
  - (vi) ceases to be enrolled in the eHRSS;
  - (vii) is mentally or physically unfit to practice as a Registered Medical Practitioner; or
  - (viii) has committed any professional misconduct whether or not resulting in permanent removal or temporary suspension of the right to practice as a Registered Medical Practitioner;
- (h) immediately report to the Government any clinical incidents or complaints of clinical incidents or professional misconduct in accordance with the reporting requirements and procedures as set out in the Operation Manual and to submit written reports and take other follow-up actions in respect of the reported incident or complaint as may be, and by the deadlines, directed by the Government, to the satisfaction of the Government;
- (i) allow the Government to conduct site visits and examine business transactions and medical records kept by him in respect of Scheme Participants and shall cooperate with the Government as reasonably required on necessary administration and audit of the CDCC Pilot Scheme and its evaluation;
- (j) timely update his particulars and information provided by him in the Application Form in accordance with the procedures set out in the Operation Manual; and
- (k) comply with the requirements, recommendations and best practices set forth in the document “Public-Private Partnership Programmes for Healthcare Services – Corruption Prevention Guide for Service Providers” issued by ICAC of the



Government from time to time (as at the Commencement Date available at <[https://www.chp.gov.hk/files/pdf/corruption\\_prevention\\_guide\\_on\\_healthcare\\_service\\_providers\\_eng.pdf](https://www.chp.gov.hk/files/pdf/corruption_prevention_guide_on_healthcare_service_providers_eng.pdf)>) and adopt the recommended practices set out therein where applicable.

### IT Platform

3.2 The Private Doctor shall perform his obligations under this Agreement via the IT Platform where appropriate. Such performance shall include, but not be limited to:

- (a) acceptance of referral of Scheme Participants from DHC;
- (b) taking Scheme Participants' attendance;
- (c) verification of eligibility of Scheme Participants;
- (d) input of service data including diagnosis, drug prescription, Investigation Services requests, results of lab tests and ECG results. The completion of mandatory data fields for each Subsidised Visit shall include details of any medical Services rendered and drug prescriptions made outside the scope of Services and the list of Specified Drugs relevant to the CDCC Pilot Scheme or the Subsidised Visit; and
- (e) input of payment checkout information including Medical Consultation Co-Payments as well as the corresponding fees charged for any medical Services rendered and drug prescriptions made outside the scope of Services and the list of Specified Drugs relevant to the CDCC Pilot Scheme or the Subsidised Visit.

3.3 The Private Doctor shall not and shall procure each of his Authorised Users does not:

- (a) print, download or transfer Scheme Participants' information and/or records from the IT Platform or use such printed records except for purposes permitted by the Government; or
- (b) download or take photographs of any Scheme Participant's information and/or records from the IT Platform,

unless it is so required or permitted by the laws of Hong Kong, sanction of the courts of Hong Kong, or the consent from Scheme Participant (or his parent or guardian or any person acting for or on behalf of the Scheme Participant if such Scheme Participant is mentally incapacitated as confirmed by medical professionals) has been obtained.

3.4 The Private Doctor shall:

- (a) not rely solely on the IT Platform in any diagnosis or other dealings with Scheme Participants, but shall carry out all necessary medical and other investigations and/or examinations of the Scheme Participant to reach his own diagnosis; and
  - (b) provide appropriate professional advice where necessary.
- 3.5 The Private Doctor shall, and shall procure that each of his Authorised Users, interpret the data on the IT Platform with professional knowledge and skills, taking into account his knowledge and assessment of the Scheme Participant's history and condition.
- 3.6 The Private Doctor acknowledges and agrees that:
  - (a) the IT Platform is not intended to provide professional advice and he shall not rely upon such in that regard and only use such as a reference or guidance tool only;
  - (b) the Government may keep an audit log of access to, use and printing of Scheme Participant's information and/or records on the IT Platform by the Private Doctor and/or his Authorised Users and the Government may audit such access, use and printing during or after the access period. Each Private Doctor shall, and shall procure his Authorised Users to assist the Government on resolving any apparent irregularity identified or discovered in the log or questions that the Government may raise from the log;
  - (c) the IT Platform may be updated and modified from time to time and at the time of access, the data on the IT Platform is only a computer generated segment (but not the whole) of the Scheme Participant's health records and may not be up to date at the time of each access;
  - (d) data on the IT Platform sent over the Internet cannot be guaranteed to be completely secured and the Government will not be responsible for any loss, damage or expense incurred or suffered by the Private Doctor or his Authorised Users as a result of any delay, loss, diversion, alteration or corruption of any information on the IT Platform provided by the Government over the Internet;
  - (e) the data available on the IT Platform is provided on "as is" basis without warranty or representation of any kind, express or implied being given by the Government as to any aspect of the IT Platform or any data held within it;
  - (f) the Government will not be liable to any Private Doctor or any of his employees, Authorised Users, sub-contractor(s) or agent(s) in any manner for any direct, indirect, special or consequential damages arising or claimed to be arising out of the CDCC Pilot Scheme or the IT Platform or any act or omission of the

Government under this Agreement. The Private Doctor shall be liable for any errors or omissions in the information he provides onto the IT Platform and for any loss or damages suffered by the Government for any negligence or misuse of the IT Platform by the Private Doctor or any of his employees, Authorised Users, sub-contractor(s) or agent(s); and

- (g) without prejudice to other rights which the Government may have, the Government shall be entitled to remove any Authorised User's access to the IT Platform in case of the Private Doctor's non-compliance with the obligations set out in Clause 3 of this Agreement.

3.7 During the Term the Private Doctor shall comply with the laws of Hong Kong including but not limited to the Personal Data (Privacy) Ordinance.

#### Obligations to the Scheme Participant

##### Enrolment Phase

3.8 From a date to be prescribed by the Government in writing, the Private Doctor may:

- (a) enrol (i) any Group A Eligible Person and/or Group B Eligible Person in the CDCC Pilot Scheme to the Screening Phase; or (ii) any Group C Eligible Person to the Treatment Phase according to the Operation Manual; or
- (b) pair himself up with such Eligible Person with the Eligible Person's agreement.

The Private Doctor shall carry out the enrolment in accordance with the procedures set out in the Operation Manual and take all reasonable steps to ensure such Eligible Person has:

- (a) understood his rights and entitlements under the CDCC Pilot Scheme;
- (b) fulfilled the eligibility criteria of Scheme Participants; and
- (c) agreed to give and has given his consent to enrol in the CDCC Pilot Scheme.

##### Screening Phase

3.9 In respect of a Scheme Participant who is a Group A Eligible Person and/or Group B Eligible Person, the Private Doctor shall accept every Scheme Participant that is paired up with him by the Government or DHC for admission to the Screening Phase unless the Private Doctor has given prior notification to the Government or DHC to not accept further pairing up of Scheme Participants.

3.10 In respect of a Scheme Participant who is a Group A Eligible Person and/or Group B Eligible Person, during the period starting from the date of enrolment of a Scheme Participant in the CDCC Pilot Scheme and ending on the date on which the Private Doctor has completed the tasks and provided services to Scheme Participant as set out in sub-clauses (a) to (e) below (such period the “**Screening Phase**”), the Private Doctor shall carry out or perform the following tasks/duties:

- (a) provide Subsidised Visit(s) to the Scheme Participant according to the Operation Manual to assess the Scheme Participant’s health condition and identify/diagnose whether he is prone to or is suffering from the Relevant Illnesses;
- (b) make Investigation Services request(s) as to the Relevant Illness(es) to the Investigation Services Provider(s) via IT Platform and perform other associated obligations as required under Clause 6;
- (c) provide another Subsidised Visit or make a phone call to Scheme Participant during which he shall, inter alia, make and explain to Scheme Participant his diagnosis taking into account the Investigation Services results/reports issued and returned by Investigation Services Provider; and
- (d) arrange to:

Where the Scheme Participant has fulfilled the admission criteria to the Treatment Phase according to the Reference Framework and Operation Manual

- (i) admit the Scheme Participant to the Treatment Phase in case further treatment is required if both Private Doctor and Scheme Participant are agreeable that such Private Doctor shall provide Services under Treatment Phase to such Scheme Participant; or
- (ii) refer Scheme Participant to DHC for further pairing up with another Private Doctor in case further treatment is required, if the Private Doctor and Scheme Participant are not both agreeable that such Private Doctor shall provide Services under Treatment Phase to such Scheme Participant.

Where the Scheme Participant does not fulfill the admission criteria to the Treatment Phase according to the Reference Framework and Operation Manual

- (i) refer the Scheme Participant to DHC for health advice and management of the relevant health conditions of the Scheme Participant.
- (e) arrange to perform obligations as set out under Clause 3.2 via IT Platform;
- (f) communicate with the healthcare staff of DHC in relation to the Scheme

Participants under his care, as well as other healthcare providers in the public and private sectors networked with the CDCC Pilot Scheme, for the purposes of the continuity of clinical care of the Scheme Participants in accordance with the procedures set out in the Operation Manual; and

- (g) perform any such other tasks related to the screening of Relevant Illnesses as directed by the Government or reasonably required.

### Treatment Phase

3.11 As regards a Scheme Participant who (i) is a Group A Eligible Person and/or a Group B Eligible Person and has undergone and completed the Screening Phase; or (ii) is a Group C Eligible Person after being enrolled in the CDCC Pilot Scheme, the Private Doctor may admit the Scheme Participant to the Treatment Phase under his care and the Private Doctor shall:

- (a) accept a Scheme Participant for admission to the Treatment Phase, if such is mutually agreed between the Private Doctor and the Scheme Participant; or
- (b) refer the Scheme Participant to DHC for alternative arrangement if such mutual agreement between the Private Doctor and the Scheme Participant is not reached.

3.12 As regards a Scheme Participant who is (i) a Group A Eligible Person and/or a Group B Eligible Person and has undergone and completed the Screening Phase with another Private Doctor; or (ii) a Group C Eligible Person who has been enrolled as a Scheme Participant, but has been reassigned by the Government or DHC to pair up with the Private Doctor to receive Services under the Treatment Phase, the Private Doctor shall:

- (a) accept such referral; or
- (b) reject such referral and inform the Government or DHC to make alternative arrangement for the Scheme Participant.

3.13 In respect of every Scheme Participant, during the period starting from the date on which the Scheme Participant is admitted to the Treatment Phase and ending on the date on which the Scheme Participant:

- (A) is no longer an Eligible Person or applies to cease his enrolment in the CDCC Pilot Scheme; or
- (B) the Government terminates Scheme Participant's enrolment in the CDCC Pilot Scheme or terminates this CDCC Pilot Scheme according to the provisions of this Agreement

(such period the “**Treatment Phase**”), the Private Doctor shall carry out or perform the following tasks:

- (a) with reference to the Relevant Illnesses and/or other clinical conditions, provide clinical care to the Scheme Participant according to the Reference Framework and the Private Doctor’s professional judgment;
- (b) provide Subsidised Visit(s) according to the CDCC Pilot Scheme up to the maximum number allotted for respective management programmes based on disease groups under the Treatment Phase as set out in Schedule 1;
- (c) provide medications (including but not limited to Specified Drugs) when and where clinically indicated as per the Private Doctor’s professional judgment;
- (d) make Investigation Services request(s) to the Investigation Services Provider(s) and/or other investigation service provider(s) as clinically indicated as per the Private Doctor’s professional judgment and perform other associated obligations as required under Clause 6;
- (e) refer Scheme Participant to receive nurse clinic follow-up and allied health services as clinically indicated according to the Reference Framework and Operation Manual;
- (f) perform obligations as set out under Clause 3.2 above via the IT Platform;
- (g) follow the Reference Framework(s) and comply with the protocol(s) specified by the Government in regard to disease management to practice as a “family doctor” of the Scheme Participant in accordance with the procedures as specified in the Operation Manual;
- (h) communicate with the healthcare staff of DHC in relation to the Scheme Participant(s) under his care, as well as other healthcare providers in the public and private sectors networked with the CDCC Pilot Scheme for the purposes of the continuity of clinical care of the Scheme Participants in accordance with the procedures set out in the Operation Manual;
- (i) perform additional/other screening activity on any Relevant Illnesses according to the Operation Manual; and
- (j) perform any such other tasks related to the treatment of Relevant Illnesses and/or episodic illnesses as directed by the Government or reasonably required.

#### Subsidised Visit

3.14 In respect of each Subsidised Visit, before attending to the Scheme Participant, the Private Doctor shall:

- (a) verify via the IT Platform if the Scheme Participant is an Eligible Person; and
- (b) register the attendance of the Scheme Participant.

#### Services and medications provided outside the scope of the CDCC Pilot Scheme within a Subsidised Visit

3.15 The Private Doctor may, in his professional judgment, provide any medical services and medications, as clinically indicated, that fall outside of the scope of Services and list of the Specified Drugs and charge for such medical services and medications at a Subsidised Visit provided that he shall:

- (a) explain to Scheme Participant that such medical services and medications fall outside the scope of the CDCC Pilot Scheme, inform Scheme Participant of any fees arising from such and obtain the Scheme Participant's agreement and consent to receive and pay for such services and/or medications; and
- (b) input details of the medical services and medications provided to Scheme Participant, including but not limited to drugs prescribed and laboratory investigations conducted, and fees charged as set out under Clause 3.2 above via the IT Platform.

### **4. Government Subsidies and Medical Consultation Co-Payments**

#### Government Subsidy

4.1 In consideration of the Government agreeing to reimburse the Private Doctor in accordance with this Agreement and subject to the terms and conditions of this Agreement, the Private Doctor undertakes and agrees to observe the terms and conditions of this Agreement. The Private Doctor shall be entitled to make claims to the Government for reimbursement for amounts (each amount a "**Government Subsidy**") for due and proper performance of the Services of the Private Doctor in accordance with this Agreement and subject to the terms and conditions of this Agreement in respect of every Scheme Participant who receives Services from the Private Doctor under the CDCC Pilot Scheme:

- (a) as regards a Scheme Participant who (i) is a Group A Eligible Person and/or a Group B Eligible Person; or (ii) is a Group C Eligible Person, a Government Subsidy for processing enrolment of Scheme Participant at his clinic(s) at the

amount specified by the Government as set out in Schedule 1 during the Enrolment Phase as stipulated in Clause 3.8 above.

- (b) only for the due and proper performance of the Services under the Screening Phase in Clause 3.10 above to the Scheme Participant who is a Group A Eligible Person and/or Group B Eligible Person a Government Subsidy for the Screening Phase as set out in Schedule 1;
- (c) a Government Subsidy for Treatment Phase as set out in Schedule 1 for the due and proper performance of the Services under the Treatment Phase set out in Clause 3.13 above (and for the avoidance of doubt, the Government shall not be responsible for or liable to the Private Doctors for any Scheme Participant's visit or consultancy which exceeds the maximum number of Subsidised Visits for specified management programmes based on disease groups that the Government agrees to subsidise as set out in Schedule 1);
- (d) a Government Subsidy for provision of chronic disease drug(s) as indicated in the list of Specified Drugs. This Government Subsidy will be paid to the Private Doctor on a quarterly basis on the condition that the Private Doctor has supplied chronic disease drug(s) in that quarter of a calendar year to the Scheme Participant and for the due and proper performance of the Services as required under Clause 7.1(a); and
- (e) a payment ("**Incentive Payment**") as set out in Schedule 1 for the Private Doctor having complied with the requirements as stated under Clause 5 below; and

#### 4.2 The Private Doctor acknowledges and agrees that:

- (a) no payment will be made by or on behalf of the Government unless the Government is satisfied that the pre-conditions of payment have been met, the Government has verified the Private Doctor's claims to its satisfaction and the Government may pay such verified claims itself or via the Hospital Authority;
- (b) the Government shall pay the Government Subsidies to the Private Doctor for all Subsidised Visits during the Screening Phase and Treatment Phase irrespective of whether such Subsidised Visit was provided by the enrolled Private Doctor himself or his designated relieving doctor;
- (c) if the Scheme Participant is not an Eligible Person on the day of the Subsidised Visit, any Services which may be provided by the Private Doctor to such Scheme Participant during that Subsidised Visit shall be considered as a private arrangement between the Private Doctor and the Scheme Participant at the Scheme Participant's own cost and no Government Subsidy shall be able to be



claimed by the Private Doctor, and the Government shall not be liable to make any payment of the Government Subsidy or any other fees to the Government Doctor in respect of that Subsidised Visit;

- (d) in order to lodge the claim for the Government Subsidy, the Private Doctor and his Authorised Users shall follow the procedures as set out in the Operation Manual and demonstrate via input to the IT Platform that the Private Doctor has fulfilled the obligations and provided the Services under the Screening Phase as set out in Clause 3.10(a) to (e) and under the Treatment Phase as set out in Clause 3.13(a) to (f) and Clause 3.13(i), respectively; and
- (e) he shall endeavour to submit claims for Government Subsidy of a particular month within the first ten (10) days of the next month and shall not be later than nine (9) months from the date in which he is eligible to make claim(s) for reimbursement. Subject to the Government's verification and acceptance of the claim for Government Subsidy, payment shall be made by the Government within thirty (30) clear working days from the date of which the submitted claims are to the satisfaction of and not disputed by the Government. For any disputed claims, the Government reserves the right to withhold payment until the issue is resolved.

#### Co-Payment Fee from Scheme Participant

4.3 The Private Doctor shall be entitled to charge Scheme Participants the following fees for the Private Doctor's due performance of the Services under the CDCC Pilot Scheme:

- (a) a Medical Consultation Co-Payment for the Screening Phase as set out in Schedule 1 for his performance of the Services under the Screening Phase set out in Clause 3.10; a Private Doctor shall only charge this Medical Consultation Co-Payment once in respect of any Scheme Participant under his care and shall charge the Scheme Participant a Medical Consultation Co-Payment amount equal to or less than the amount as specified by the Government (see Clause 4.8 below);
- (b) a Medical Consultation Co-Payment for the Treatment Phase for the performance of the Services under the Treatment Phase set out in Clause 3.13(b) above payable by the Scheme Participant at each Subsidised Visit.

The Private Doctor shall be entitled to determine the amount of Medical Consultation Co-Payment he shall charge the Scheme Participant. The Private Doctor shall inform the Government the amount of the Medical Consultation Co-Payment he intends and determines to charge each Scheme Participant in the Application Form upon his enrolment in the CDCC Pilot Scheme and shall

charge Scheme Participant a Medical Consultation Co-Payment equal to or less than the amount he has informed the Government.

The Private Doctor may adjust the Medical Consultation Co-Payment fee on an annual basis when requested by the Government around June of each year and such adjustments shall not take effect before the effective date announced by the Government;

- (c) if and where the CDCC Pilot Scheme permits, a co-payment for provision of the Specified Drugs categorised under the additional tier and paid by the Scheme Participant at each Subsidised Visit when so incurred. For the avoidance of doubt, the Private Doctor shall not charge Scheme Participant any co-payment for his provision of Specified Drugs categorised under the basic tier of the Specified Drugs list; and
  - (d) save for the co-payments as specified under Clause 4.3(a) to (c) above and if and where the CDCC Pilot Scheme permits, any other co-payment as set out in Schedule 1, the Private Doctor shall not charge any Scheme Participant any fees in respect of the Services he rendered to the Scheme Participant within the scope of the CDCC Pilot Scheme.
- 4.4 The Private Doctor acknowledges that the Government shall recommend a Medical Consultation Co-Payment to be charged for each Subsidised Visit under the Treatment Phase and adjust and publicise the same from time to time. The Private Doctor may charge Scheme Participant a Medical Consultation Co-Payment which may be less, the same or more than the Government recommended Medical Consultation Co-Payment fee.
- 4.5 The Government shall be entitled to disclose the Medical Consultation Co-Payment fee for Treatment Phase charged by each Private Doctor to the public.
- 4.6 The Private Doctor shall be solely responsible for collecting the Medical Consultation Co-Payment fee(s) and any other fees charged for service(s) outside the scope of the CDCC Pilot Scheme from the Scheme Participants. The Government shall not be liable to the Private Doctor for any non-payment or part thereof, for any reason whatsoever.
- 4.7 Scheme Participants are entitled to use the vouchers from the EHVS towards settlement of any Co-payment fee(s) charged by the Private Doctor if the Private Doctor is registered under the EHVS.
- 4.8 For the avoidance of doubt, only one Subsidised Visit is included in the Screening Phase and the Private Doctor shall only be entitled to claim a one-off Government Subsidy and charge a one-off Medical Consultation Co-Payment fee from the Scheme

Participant for the Services rendered under the Screening Phase to the Scheme Participant who is a Group A Eligible Person.

- 4.9 The Government shall not be responsible for or liable to the Private Doctors for any Scheme Participant's visit or consultancy which exceeds the maximum number of Subsidised Visits allotted for respective management programme based on disease groups which the Government agrees to subsidise as set out in Schedule 1.

## **5. Incentive Targets**

- 5.1 From 1 January 2026, if the Private Doctor meets the requirements of Clause 5.2, he shall be eligible to make claims for Incentive Payments from the Government in accordance with the provisions of this Clause, Schedule 1 and Schedule 4. An Incentive Payment is payable in respect of a calendar year.
- 5.2 In order to be eligible to make a claim for an Incentive Payment, the Private Doctor must have met ALL the requirements set out in the column headed "Achievement Requirements for Target Parameters" for ALL the target parameters set out in the column headed "Target Parameters" set out part (4A) of Schedule 4 in a calendar year.
- 5.3 If a Private Doctor is eligible to make a claim, an Incentive Payment in respect of a calendar year may be payable depending on whether the Qualified SPs have achieved their respective applicable individual achievement requirements in respect of target parameters according to the provisions of part (4B) of Schedule 4 in the calendar year. The first calendar year for which such achievement will be considered is 1 January 2025 to 31 December 2025. For the purposes of this Agreement, a "**Qualified SP**" means a Scheme Participant that is under a Private Doctor's care and who has been in the CDCC Pilot Scheme for at least two PPYs by 31 December of the calendar year.
- 5.4 The conditions of payment of, and provisions on how to calculate the amount of, the Incentive Payment are set out in Schedule 1.
- 5.5 For the avoidance of doubt, only Scheme Participants, under the Private Doctor's care, that have completed his second PPY or beyond in that calendar year are considered for the assessment of the Private Doctor's Incentive Payment. Scheme Participants that have completed his first PPY will not be counted.

## **6. Investigation Services**

- 6.1 During the Term the Private Doctor shall:
- (a) make Investigation Services request(s) during the Screening Phase for each Scheme Participant and, if he wishes, may make Investigation Services request(s)

during the Treatment Phase when and where clinically indicated as per the Private Doctor's professional judgment, subject to established clinical protocols, and issue a referral letter via the IT Platform to refer any Scheme Participant to Investigation Services Provider(s) for investigation of the Scheme Participant's Relevant Illnesses and other clinical conditions;

- (b) inform each Scheme Participant of the amount of the Investigation Co-Payment which the Scheme Participant is required to pay directly to the Investigation Services Provider(s) for any Investigation Services that are recommended as part of the referral and shall not charge the Scheme Participant in this regard;
- (c) inform each Scheme Participant to contact the Investigation Services Provider(s) for conducting the Investigation Services with the referral letter on his own accord; and
- (d) interpret the results of Investigation Services and confirm whether the purpose of the requested Investigation Services has been fulfilled and make the required input in the IT Platform according to the Operation Manual.

6.2 The Private Doctor acknowledges and agrees that:

- (a) the Investigation Services results from Investigation Services Provider(s) are for reference only and are not substitute for professional advice, diagnosis or treatment; and
- (b) it is his sole responsibility to interpret the results of the Investigation Services and to arrange for any necessary follow-up and the Government shall have no liability in relation thereto.

## 7. Drug Arrangements

7.1 In respect of provision of medications, during the Term, the Private Doctor shall, when and where clinically indicated according to his professional judgement and the Reference Framework:

- (a) provide chronic disease drug(s) categorised under the basic tier of Specified Drugs, for treatment of the Relevant Illnesses;
- (b) provide medications for treatment of episodic illnesses under the basic tier of Specified Drugs or medications outside the list of Specified Drugs for up to three (3) days at no cost to the Scheme Participant; and
- (c) The Private Doctor shall only be entitled to charge a Scheme Participant (i) a fee for provision of medications not falling under the scope of Clause 7.1(a) and

(b) above should the Private Doctor and the Scheme Participant mutually agree; or (ii) a co-payment, for the provision of Specified Drugs categorised under the additional tier of the list of Specified Drugs.

**7.2 The Private Doctor acknowledges and agrees that:**

- (a) if and when the Government sets up a platform available for Private Doctors to purchase Specified Drugs at specified prices for the CDCC Pilot Scheme from Drug Supplier(s), the Private Doctor may purchase Specified Drugs on such platform if he so wishes;
- (b) in respect of the sale and purchase of Specified Drugs from the Drug Supplier(s):
  - (i) the Private Doctor shall use the electronic drug order form provided by the Government in the IT Platform to place order for Specified Drugs;
  - (ii) the amount of Specified Drugs which the Private Doctor may procure from the Drug Supplier(s) under the CDCC Pilot Scheme will be subject to maximum quantity limits as imposed by the Government based on quantity of medications provided and the number of Scheme Participants under his care;
  - (iii) the Private Doctor shall settle payments for the Specified Drugs directly to the Drug Supplier(s);
  - (iv) the Private Doctors shall contact and liaise with the Drug Supplier(s) directly in case of any issue, including delivery error, drug recall, late delivery, shelf-life or any other disputes and shall endeavour to resolve such issue or dispute in good faith; and
  - (v) all legal and contractual relations relating to purchase of the Specified Drugs by Private Doctors shall be considered a matter between the Drug Supplier(s) and the Private Doctors. The Government shall have no responsibility nor liability, and does not make any representation or warranty in relation to such Specified Drugs, their availability or consequences of usage, and the use of drug order form and/or electronic or other means for Specified Drugs purchase.

**8. Sharing of Clinical Data and Provision of Personal Data**

- 8.1** The Private Doctor shall promptly send to the Government via the IT Platform all data requested by the Government from time to time (including required data fields built into the IT Platform) in respect of the relevant Scheme Participant, to enable the Government to have access thereto and incorporate the same into their records. The

Government will also place a copy of all sharable data (as defined in the Electronic Health Record Sharing System Ordinance (Cap. 625 of the laws of Hong Kong)) obtained from the Private Doctor onto the eHRSS.

- 8.2 In accordance with the terms and conditions as stated in the Personal Information Collection Statement, the Private Doctor consents to the Government to use his personal data in the registration for enrolment in the CDCC Pilot Scheme.
- 8.3 The Private Doctor agrees to send to the Government all information (including his personal data) requested by the Government from time to time for the purpose of ascertaining the eligibility of the Private Doctor to enrol in the CDCC Pilot Scheme and his compliance with this Agreement.

## **9. Termination of Participation**

### *Termination by the Private Doctor*

- 9.1 The Private Doctor may terminate his participation in the CDCC Pilot Scheme at any time by giving not less than ninety (90) days' written notice to the Government. In such event, the Private Doctor shall:
  - (a) notify the affected Scheme Participants of such termination within ninety (90) days after he has written to the Government to terminate his participation;
  - (b) upon request of the Government, continue providing medical consultations for the Subsidised Visits for any Scheme Participant until he has been enrolled with another Private Doctor or up to a reasonable period of time for the purposes of maintaining continuity of care; and
  - (c) upon request of the Government, make available to the Government all medical records of the affected Scheme Participants in his possession or control.
- 9.2 The Private Doctor may, without terminating his participation in the CDCC Pilot Scheme, terminate the doctor-patient relationship with any specific Scheme Participant who:
  - (a) has completed the Screening Phase, only for the Scheme Participant who is a Group A Eligible Person and/or Group B Eligible Person; or
  - (b) is under the Treatment Phase, for the Scheme Participant who is a Group A Eligible Person, Group B Eligible Person and/or Group C Eligible Person,

with thirty (30) days' prior notice to the Scheme Participant. Once the Private Doctor has terminated the doctor-patient relationship, the Private Doctor shall not be entitled

to any Government Subsidies for Services rendered to that Scheme Participant after the effective termination date.

- 9.3 If the Private Doctor has terminated the doctor-patient relationship as mentioned in Clause 9.2 above, then Clauses 9.1(b) and (c) above shall immediately apply and operate.

Termination by the Government

- 9.4 Without prejudice to other provisions in this Agreement and to any other rights, actions or remedies available to the Government, the Government may at any time by written notice terminate forthwith the participation of a Private Doctor in the CDCC Pilot Scheme without entitling the Private Doctor to any compensation therefor if:

- (a) the Private Doctor becomes unable to comply with (i) the enrolment criteria specified in Clause 1 of CDCC Pilot Scheme Enrolment Guide or (ii) meet with any of the conditions as described under Clause 3.1(g) above;
- (b) the Government has reasonable grounds to believe that the Private Doctor has failed to provide healthcare services including but not limited to the Services provided under this Agreement in a professional manner or has otherwise committed any professional misconduct or malpractice;
- (c) the Private Doctor fails to comply with any provision in this Agreement (including but not limited to the requirements under Clause 9.4(a) above) or with any direction or requirement given by the Government in the form of written warning issued in relation to the CDCC Pilot Scheme; or
- (d) the Government is of reasonable opinion that the Private Doctor has submitted any fraudulent claim for the Government Subsidy or has committed any offence under the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong).

- 9.5 Notwithstanding anything herein to the contrary, the Government may terminate the participation of a Private Doctor in the CDCC Pilot Scheme or terminate the CDCC Pilot Scheme by giving not less than ninety (90) days' written notice to the Private Doctor. The Private Doctor shall not receive any Government Subsidies for Services rendered after the effective termination date.

- 9.6 Upon termination of the participation of a Private Doctor in the CDCC Pilot Scheme by the Government, the Private Doctor shall notify the affected Scheme Participants of such termination within thirty (30) days from the date of notice from the Government.

- 9.7 Immediately upon the Private Doctor ceasing to be enrolled in the CDCC Pilot Scheme, the Government shall have no obligation to pay for any visit made by a

Scheme Participant on or after the date on which the Private Doctor ceases.

- 9.8 Where the Government terminates the enrolment of a Scheme Participant in the CDCC Pilot Scheme, the Government will notify the Private Doctor accordingly. The Private Doctor shall not be entitled to any Government Subsidies for Services rendered to that Scheme Participant after the effective termination date.

*By the Scheme Participant*

- 9.9 The Private Doctor acknowledges and agrees that the Scheme Participant may, without terminating his participation in the CDCC Pilot Scheme, terminate the doctor-patient relationship with him after his completion of the Screening Phase only for Scheme Participant who is a Group A Eligible Person and/or Group B Eligible Person or at any time during the Treatment Phase.
- 9.10 If the Scheme Participant has terminated the doctor-patient relationship as mentioned in Clause 9.9 above, then Clauses 9.1(b) and (c) above shall immediately apply and operate.

## **10. Confidentiality and Data Protection**

- 10.1 A Private Doctor (“**Confidee**”) shall have access to the Government’s Confidential Information (as defined below) and, being the Confidee, hereby undertakes and covenants with the Government as follows:
- (a) All information, drawings, specifications, documents, contracts, design materials and all other data (including without limitation any medical records, personal particulars records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong)) and materials of any nature (in or on whatever media) collected, generated, produced or accessible by the Confidee from the Government under the CDCC Pilot Scheme (including any data printed from the IT Platform) or which the Government have for the purposes of or in the course of the CDCC Pilot Scheme disclosed supplied made available or communicated to the Confidee, shall be treated as confidential information (collectively “**Confidential Information**”).
  - (b) The Confidee shall not, and shall procure that his Authorised Users not to, during the continuance of the CDCC Pilot Scheme or at any time thereafter, disclose to any person any Confidential Information other than in performance of the Confidee’s duties and obligations under the CDCC Pilot Scheme or with the prior written consent of the Government. However, this shall not apply to the disclosure of any Confidential Information:
    - (i) already known to the recipient other than as a result of disclosure by the



Confidee; or

(ii) which is or becomes public knowledge other than as a result of disclosure by or fault of the Confidee.

(c) The Confidee shall not, and procure that his Authorised Users not to, make use of or reproduce any Confidential Information, other than in the performance of the Confidee's duties and obligations under the CDCC Pilot Scheme or with the prior written consent of the Government. Selling or supplying any Confidential Information for financial gain or any unauthorised purpose is strictly prohibited.

10.2 Without limiting the generality of Clause 10.1 above, the Private Doctor shall, and shall procure that his Authorised Users and employees to:

(a) only use the data in the IT Platform for the sharing of data between the Government and the Private Doctors for their continuation of care either in the public or the private sector or other related purposes ("**Purposes**") and exercise reasonable care to protect Scheme Participant's confidentiality at all times;

(b) comply with all obligations under the law in relation to personal data including those under the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) (and the data protection principles) in the handling, access, use, retention and security of the personal data on the IT Platform and shall not retain the personal data longer than is necessary for the CDCC Pilot Scheme and the Purposes;

(c) not share their eHRSS accounts with or disclose the passwords to any persons;

(d) ensure that the IT Platform and the personal data contained in and/or obtained from the IT Platform is protected against unauthorised or accidental access, processing or other use, and ensure that all access to the IT Platform shall be made at secure computer terminals with adequate security measures; and

(e) immediately notify the Government if they suspect or find that the security or confidentiality of the IT Platform is compromised or breached, and shall cooperate with the Government in taking all reasonable steps to ensure and protect such security or confidentiality.

10.3 For the avoidance of doubt, the undertakings and obligations under this Clause 10 shall survive the expiration or termination of the CDCC Pilot Scheme.

## **11. Liability and Indemnity**

11.1 The Private Doctor under this CDCC Pilot Scheme must maintain adequate and

appropriate medical malpractice insurance cover/indemnity, and must be able to provide the relevant certificate to the Government upon request. In the event of a claim by any Scheme Participant, the Government reserves the right to seek indemnity or contribution from the Private Doctor and/or under his medical malpractice insurance cover/indemnity.

- 11.2 The Private Doctor shall indemnify the Government against all costs, claims, liabilities, damages, actions, losses and expenses of any kind which may be imposed on, necessarily incurred or suffered by the Government in any way relating to or arising out of his practice or the medical services provided by him hereunder, except that this indemnity shall not extend to any costs, claims, liabilities, damages, actions, losses and expenses arising solely from the wilful default or negligence of the Government.
- 11.3 No provision in this Agreement shall operate to restrict or limit any person's liability for death or personal injury caused by such person's negligence.

## **12. General**

- 12.1 The Private Doctor in the CDCC Pilot Scheme shall be bound by and shall observe the terms and conditions of this Agreement as may be amended by the Government at its discretion from time to time by prior reasonable notice, including without limitation by posting the varied Agreement on the website of the CDCC Pilot Scheme at [www.primaryhealthcare.gov.hk/cdcc](http://www.primaryhealthcare.gov.hk/cdcc). The varied Agreement shall be binding on the Private Doctor.
- 12.2 The Private Doctor shall at all times act as an independent contractor, and not as an agent or employee of the Government (nor hold out the relationship between the Government and Private Doctor under the CDCC Pilot Scheme as being that of an agent or employee). Private Doctors shall be solely responsible for the care of the Scheme Participants, including any diagnosis and treatment, and the Government shall have no liability in relation thereto whatsoever.
- 12.3 This Agreement is governed by the laws of the Hong Kong. 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 to this Agreement shall be entitled to enforce any right or term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance.

## **13. Anti-bribery**

The Private Doctor shall observe the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong).

#### **14. Severability**

If any provision of this Agreement or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Agreement and the application of that provision to other circumstances shall not be affected thereby.

#### **15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

#### **16. Dispute Resolutions and Jurisdiction**

- 16.1 The parties hereto shall first refer any dispute or difference arising out of or in connection with this Agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- 16.2 If the said dispute or difference is not settled by mediation according to Clause 16.1 above, a party may institute litigation in respect of the said dispute or difference. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

-End-

**Schedule 1**  
**Government Subsidies and Medical Consultation Co-Payment**

<b>Obligations of Private Doctor</b>	<b>Fee Receivable</b>	<b>Fee Amount</b>	<b>Remarks / Payment Conditions</b>
<b>Enrolment Phase</b>	<b>Government Subsidy</b>	<b>HK\$76 / One-off</b>	Payment conditions as set out in Clause 4.1(a).
<b>Screening Phase</b>	<b>Government Subsidy</b>	<b>HK\$196 / One-off</b>	Payment conditions as set out in Clause 4.1(b).
	<b>Medical Consultation Co-Payment</b>	<b>HK\$120 / One-off</b>	Payment conditions as set out in Clause 4.3(a).
<b>Treatment Phase</b>	<b>Government Subsidy</b>	<b>HK\$166 / Subsidised Visit</b>	<p>(a) Maximum number of Subsidised Visits allotted for respective management programmes based on disease groups that the Government will subsidise:</p> <p>(i) <b>For Scheme Participants with or without Specified Condition of Dyslipidaemia and who falls into either DM / HT / HT + DM / HT + Pre-DM:</b> Six (6) Subsidised Visits per Scheme Participant within each PPY.</p> <p>(ii) <b>For Scheme Participants with or without Specified Condition of Dyslipidaemia who falls into Pre-DM (HbA1c 6-6.4% / FPG 6.1-6.9 mmol/L):</b> Four (4) Subsidised Visits per Scheme Participant within each PPY.</p> <p>(iii) <b>For Scheme Participants who falls into Specified Condition of Dyslipidaemia without Pre-DM (HbA1c 6-6.4% / FPG 6.1-6.9 mmol/L) / DM / HT:</b> Four (4) Subsidised Visits per Scheme Participant within the first PPY and two (2) Subsidised Visits per Scheme Participant for each subsequent PPY.</p> <p>(b) Payment conditions as set out in Clause 4.1(c).</p>

	<b>Medical Consultation Co-Payment</b>	<b>As determined by Private Doctor in accordance with Clause 4.3(b)</b>	Payment conditions as set out in Clause 4.3(b).
<b>Medication</b>	<b>Government Subsidy</b>	<b>HK\$105 / Scheme Participant / Quarter</b>	Payment conditions as set out in Clause 4.1(d).
	<b>co-payment</b>	<b>As may be permitted by the Government</b>	Payment conditions as set out in Clause 4.3(c).
<b>Incentive Targets</b>	<b>Incentive Payment</b>	<b>Amount subject to number of Subsidised Visits provided and achievement of Incentive Targets / PPY</b>	<p>(a) Incentive Payments are only applicable to the Treatment Phase for Scheme Participants who fall into respective management programmes based on disease groups being DM / HT / HT + DM / HT + Pre-DM.</p> <p>(b) The Incentive Payment payable in respect of a calendar year shall be calculated as follows:</p> $  \begin{array}{l}  \text{the number of actual} \\  \text{Subsidised Visits in the} \\  \text{Treatment Phase attended} \\  \text{by the Scheme Participants} \\  \text{within their respective} \\  \text{completed PPY ending in} \\  \text{the calendar year and who} \\  \text{have achieved their} \\  \text{respective applicable} \\  \text{individual achievement} \\  \text{requirements within their} \\  \text{respective completed PPY} \\  \text{ending in the calendar year}  \end{array}  \times  \begin{array}{l}  \text{(the Government} \\  \text{Subsidy per} \\  \text{Subsidised Visit for} \\  \text{the Treatment Phase} \\  + \\  \text{the Government} \\  \text{recommended} \\  \text{Medical} \\  \text{Consultation Co-} \\  \text{Payment amount per} \\  \text{Subsidised Visit for} \\  \text{the Treatment} \\  \text{Phase)}  \end{array}  \times 15\%  $

**Special Note: As regards chronic hepatitis B, the Government will announce the arrangement of the number of Subsidised Visits, Government Subsidy and co-payment for the Screening Phase and Treatment Phase.**

**Schedule 2**  
**Investigation Services**

**(I) Laboratory Investigation Items**

<b>Programme Package</b>	
<b>Package (A) - Basic Care Package (1)</b> <ul style="list-style-type: none"> <li>• Glucose, Fasting / FPG</li> <li>• Full Lipid Profile, Fasting</li> <li>• Renal Function Test (RFT) with estimated Glomerular Filtration Rate (eGFR)</li> </ul>	<b>Package (B) - Hypertension (HT)</b> <ul style="list-style-type: none"> <li>• Glucose, Fasting / FPG</li> <li>• Full Lipid Profile, Fasting</li> <li>• RFT with eGFR</li> <li>• Urine Protein / Creatinine Ratio (PCR)</li> </ul>
<b>Package (C) - Diabetes Mellitus (DM)</b> <ul style="list-style-type: none"> <li>• Haemoglobin A1c (HbA1c)</li> <li>• Glucose, Fasting / FPG</li> <li>• Full Lipid Profile, Fasting</li> <li>• RFT with eGFR</li> <li>• Spot Urine Albumin: Creatinine Ratio (ACR)</li> </ul>	
<b>Package (E) - Basic Care Package (2)</b> <ul style="list-style-type: none"> <li>• HbA1c</li> <li>• Glucose, Fasting / FPG</li> </ul>	<b>Package (F) - Annual Tests for Pre-DM</b> <ul style="list-style-type: none"> <li>• HbA1c</li> <li>• Glucose, Fasting / FPG</li> <li>• Full Lipid Profile, Fasting</li> </ul>
<b>Package (G) - Confirmatory Tests for Suspected DM [If initial screening test: HbA1c <math>\geq</math> 6.5% or FPG <math>\geq</math> 7 mmol/L]</b> <ul style="list-style-type: none"> <li>• HbA1c</li> <li>• Glucose, Fasting / FPG</li> <li>• Full Lipid Profile, Fasting</li> <li>• RFT with eGFR</li> </ul>	<b>Package (H) - For Newly Diagnosed HT</b> <ul style="list-style-type: none"> <li>• HbA1c</li> <li>• Glucose, Fasting / FPG</li> <li>• Full Lipid Profile, Fasting</li> <li>• RFT with eGFR</li> <li>• Mid-stream urine (MSU), Routine / Microscopy</li> </ul>

<b>Individual Investigation Item</b>	
<b>Blood Test</b>	
HbA1c Glucose, Fasting / FPG Oral Glucose Tolerance Test (OGTT) – 75g Full Lipid Profile, Fasting RFT RFT with eGFR Liver Function Test (LFT)	Urate Complete Blood Picture (CBC) CBC (with Differential Count) Erythrocyte Sedimentation Rate (ESR) Thyroid Stimulating Hormone (TSH) Free Thyroxine (fT4)
<b>Urine Test</b>	
Urine PCR Urine ACR MSU, Routine / Microscopy MSU, (Microscopy & Bacterial Culture)	<b>Sputum Test</b> Sputum, (Microscopy & Bacterial Culture) Sputum, Acid Fast Bacilli (AFB) (Smear / Culture)

**(II) Electrocardiogram (ECG)**

**Schedule 3**  
**Specified Drugs**

**Basic Tier**

The co-payment for Specified Drugs within this tier is \$0.

<b>Clinical Indication</b>	<b>Drugs</b>
Anti-hypertensive^	Lisinopril Tablet 5mg
	Lisinopril Tablet 10mg
	Lisinopril Tablet 20mg
	Losartan Potassium Tablet 50mg (ACEI & ARB)
	Losartan Potassium Tablet 100mg
	Perindopril Tertbutylamine Tablet 4mg
	Atenolol Tablet 50mg
	Atenolol Tablet 100mg
	Metoprolol Tartrate Tablet 50mg (Beta Blockers)
	Metoprolol Tartrate Tablet 100mg
	Propranolol HCl Tablet 10mg
	Amlodipine (Besylate) Tablet 5mg
	Amlodipine (Besylate) Tablet 10mg
	Felodipine Extended Release Tablet 2.5mg (CCB)
	Felodipine Extended Release Tablet 5mg
	Felodipine Extended Release Tablet 10mg
	Dyazide (or Equiv) Tablet
	Hydrochlorothiazide Tablet 25mg (Diuretics)
	Indapamide Tablet 2.5mg
	Moduretic (or Equiv) Tablet
Supplementary to Anti-hypertensive^	Aspirin Tablet 80mg
	Potassium Chloride SR Tablet 600mg
	Prazosin (HCl) Tablet 1mg
	Prazosin (HCl) Tablet 2mg
	Terazosin HCl Tablet 2mg
Lipid-regulating^	Atorvastatin (Calcium) Tablet 10mg
	Atorvastatin (Calcium) Tablet 20mg
	Gemfibrozil Capsule 300mg
	Gemfibrozil Tablet 600mg
	Rosuvastatin (Calcium) Tablet 10mg
	Rosuvastatin (Calcium) Tablet 20mg
	Simvastatin Tablet 10mg
	Simvastatin Tablet 20mg
Anti-diabetic^	Gliclazide Tablet 80mg
	Metformin HCl Tablet 500mg
	Metformin HCl Prolonged Release Tablet 500mg

Clinical Indication	Drugs
Antibiotics	Ampicillin Capsule 500mg
	Augmentin (or Equiv) Tablet 375mg
	Ciprofloxacin (HCl) Tablet 250mg
	Clarithromycin Tablet 250mg
	Clarithromycin Tablet 500mg
	Cloxacillin (Sodium) Capsule 250mg
	Cloxacillin (Sodium) Capsule 500mg
Drugs associated for health problems	Aluminium/Magnesium Hydroxide and Simethicone Tablet
	Ammonia and Ipecacuanha Mixture*
	Chlorpheniramine Maleate Tablet 4mg
	Diclofenac Sodium Slow Release Tab 100mg
	Diclofenac Sodium Tablet 25mg
	Famotidine Tablet 20mg
	Famotidine Tablet 40mg
	Ibuprofen Tablet 200mg
	Loperamide HCl Capsule 2mg
	Loratadine Tablet 10mg
	Naproxen Tablet 250mg
	Pantoprazole (Sodium Sesquihydrate) Tablet 20mg
	Paracetamol Tablet 500mg
	Promethazine Compound Linctus*
	Senna Tablet 7.5mg
	Tramadol HCl Capsule 50mg

^ Drugs listed under these clinical indications are considered as Chronic Disease Drugs

\* 120ml/Bottle

### **Additional Tier**

The Co-payment for Specified Drugs within this tier shall be determined by the Government. Private Doctor shall not charge the Scheme Participant any Co-payment fees for Specified Drugs within this tier at an amount more than that determined by the Government.



**Schedule 4**  
**Incentive Target**

**(4A) Pre-requisite Requirement for Eligibility of Incentive Payment**

Category	Target Parameters	Applicable Disease Groups				Achievement Requirements for Target Parameters (“Number of Scheme Participants” refers to those Scheme Participants who have completed his PPY ending in the calendar year.)
		HT+ Pre-DM	HT	DM+ HT	DM	
Pooled Service Outcome	DM management: HbA1c<7%			✓	✓	Number of Scheme Participants who have achieved the HbA1c target over the number of Scheme Participants from DM+HT and DM disease groups must be ≥ 70%
	DM management: BP<130/80			✓	✓	Number of Scheme Participants who have achieved the BP target over the number of Scheme Participants from DM+HT and DM disease groups must be ≥ 70%
	HT management: BP<140/90	✓	✓			Number of Scheme Participants who have achieved the BP target over the number of Scheme Participants from HT+Pre-DM and HT disease groups must be ≥ 70%

**(4B) Individual Achievement Requirements for Scheme Participant for Calculation of Incentive Payment**

<b><u>Category</u></b>	<b><u>Target Parameters</u></b>	<b><u>Applicable Disease Groups</u></b>			
		<b><u>HT+ Pre-DM</u></b>	<b><u>HT</u></b>	<b><u>DM+HT</u></b>	<b><u>DM</u></b>
Patient empowerment	1) Self-report - Blood Pressure (BP) Scheme Participants have home BP monitoring and report in eHealth App at least once per month.	✓	✓	✓	✓
Compliance with the CDCC Pilot Scheme	2) Consultation interval (for Subsidised Visits only) during the Treatment Phase  Out of a maximum of six (6) Subsidised Visits per Scheme Participant within each PPY, attended at least four (4) Subsidised Visits with attendance at least once per quarter within the 12-month PPY.	✓	✓	✓	✓
	3) DM/HT management: Patient Empowerment Programme (PEP) Completed PEP including post-assessment as arranged by DHC within the 12-month PPY.	✓	✓	✓	✓
	4) DM management: retinal photography Completed retinal photography examination as arranged by DHC within the 12-month PPY.			✓	✓
Individual achievement requirement for each Scheme Participant of the applicable disease group		Must achieve 2 of 3 target parameters	Must achieve 2 of 3 target parameters	Must achieve 3 of 4 target parameters	Must achieve 3 of 4 target parameters