

**COLORECTAL CANCER SCREENING PROGRAMME  
DEFINITIONS, TERMS AND CONDITIONS OF AGREEMENT FOR  
COLONOSCOPY SPECIALIST**

**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 (i) holds a valid practising certificate issued under that Ordinance, (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) who has successfully enrolled in the Electronic Health Record Sharing System (eHRSS) and the Primary Care Directory to enrol as a colonoscopy specialist 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 Colonoscopy Specialist (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:

**“Agreement”** means the agreement made by the Government with an Enrolled CS 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 Colonoscopy Specialist (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 CS and his Associated Health Care Provider (if any) and accepted by the Government; and
- (c) the Application Form (Appendix A) submitted by an Enrolled CS 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 CS’s Application Form to take part in the Programme and in the Notification issued by the Government in respect of that Enrolled CS.

**“Complete Colonoscopy”** means a complete Colonoscopy Examination wherein the colonoscope can reach either the appendiceal orifice or the ileocecal valve or the terminal ileum.

**“Colonoscopy Examination”** means the examination of the large bowel using the colonoscope.

**“Colonoscopy Examination Service With Polypectomy”** means the colonoscopy service under the Programme provided by the Enrolled CS to the Participant as described in Clauses 21(b) and 21(c) of the Terms and Conditions of Agreement section and which shall include:

- (a) the Colonoscopy Examination as a day case including the conscious sedation, consumables for removal of polyp e.g. clips, hot biopsy forceps or snare and repeating the Colonoscopy Examination if the previous attempt is unsuccessful; and
- (b) Removal of polyp(s) and sending the polyp(s) to a histopathology laboratory designated by the Government for examination; and

- (c) Post-procedural Consultation(s) which may be optional depending on the result of colonoscopy examination and the clinical need of the Participant.

**“Colonoscopy Examination Service Without Polypectomy”** means the colonoscopy service under the Programme provided by the Enrolled CS to the Participant as described in Clause 21(d) of the Terms and Conditions of Agreement section and which shall include:

- (a) the Colonoscopy Examination as a day case including the conscious sedation and repeating the Colonoscopy Examination if the previous attempt is unsuccessful; and
- (b) Post-procedural Consultation(s) which may be optional depending on the result of colonoscopy examination and the clinical need of the Participant.

**“Co-payment”** means the fees not exceeding HK\$1,000 (or such other amount as may be specified by the Government from time to time) charged by the Enrolled CS on the Participant for the subsidised scope of service on top of the Government Subsidy and which will be payable by the Participant to the Enrolled CS at the Health Care Institution where the Colonoscopy Examination is performed.

**“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.

**“CT Colonography Service”** means a Government funded CT Colonography Service which can be offered to Participant in case of Incomplete Colonoscopy as an alternative to repeating the colonoscopy examination under the Programme.

**“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.

**“Extra Services”** means the additional services provided by an Enrolled CS to a Participant which are not included in the Colonoscopy Examination Service With Polypectomy or the Colonoscopy Examination Service Without Polypectomy as defined under the Programme. These additional services may include but not be limited to:-

- (a) Overnight stay in a private hospital;
- (b) Monitored anaesthetic care or general anesthesia;
- (c) Management for further polypectomy in the situation where the polyp(s) detected in the Complete Colonoscopy is/are not completely removed;
- (d) Management of complications arising from the Colonoscopy Examination such as bleeding, infection, bowel perforation or severe reaction to sedation;
- (e) Management of colorectal cancer or other lesion(s) detected after the Colonoscopy Examination.

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

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

**“Health Care Institution”** means the place of practice of the Enrolled CS 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.

**“Incomplete Colonoscopy”** means an incomplete Colonoscopy Examination wherein the colonoscope cannot reach either the appendiceal orifice or the ileocecal valve or the terminal ileum.

**“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 CS 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 CS 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 CS 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 CS 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.

**“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 Commission under the Health Bureau of the Government.

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

**“Post-procedural Consultation”** means a post-Colonoscopy Examination consultation wherein the Enrolled CS shall explain to the Participant the result of the Colonoscopy Examination, make referral and arrange post-procedural clinical care as appropriate.

**“Pre-procedural Consultation”** means a pre-Colonoscopy Examination consultation as described in Clause 21(a) of the Terms and Conditions of Agreement section wherein the Enrolled CS shall, with respect to the Participant, assess medical fitness for Colonoscopy Examination, explain the risks and complications, reach a mutual agreement on the management plan in case complications arise, seek informed consent for the procedure and prescribe for bowel preparation.

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

**“Programme Equipment”** means any hardware, devices or other equipment provided to the Enrolled CS for the purpose of facilitating the Enrolled CS’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 CS 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.

**“Subsidy”** means collectively (a) the Subsidy for Pre-procedural Consultation and (b) the Subsidy for Colonoscopy Examination Service With Polypectomy or the Subsidy for Colonoscopy Examination Service Without Polypectomy.

**“Subsidy for Colonoscopy Examination Service With Polypectomy”** means a fixed subsidy amount as specified by the Director of Health at Schedule 1 hereto payable by the Government to an Enrolled CS and his Associated Health Care Provider (if any) for the Colonoscopy Examination Service with Polypectomy rendered by the Enrolled CS and his Associated Health Care Provider (if any).

**“Subsidy for Colonoscopy Examination Service Without Polypectomy”** means a fixed subsidy amount as specified by the Director of Health at Schedule 1 hereto payable by the Government to an Enrolled CS and his Associated Health Care Provider (if any) for the Colonoscopy Examination Service without Polypectomy rendered by the Enrolled CS and his Associated Health Care Provider (if any).

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

**“Subsidy Redemption Form for Provision of Colonoscopy Services”** means a form prescribed by the Director of Health to be duly completed and signed by the Participant and the Enrolled CS for processing payment by Government.

### **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 CS 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 CS must be and must remain to be listed on the Primary Care Directory to be enrolled in the Programme. Each of the Enrolled CS and his Associated Health Care Provider (if any) shall inform the Programme Office at least 30 days in advance of any change in any information or document submitted to the Government in relation to the Programme (including any information submitted in the Enrolled CS 's application to enrol in the Programme) and of any material change in circumstances affecting the Enrolled CS'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 CS or any Associated Health Care Provider.

4. A person shall cease to be an Enrolled CS and the Agreement shall terminate forthwith upon the Enrolled CS ceasing to be registered or is suspended from practising as a Registered Medical Practitioner, a registered specialist of Gastroenterology & Hepatology or a registered specialist of General Surgery within the meaning of the Ordinance.

5. Immediately upon a person ceasing to be an Enrolled CS:

- (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 CS;

- (b) The person and his Associated Health Care Provider (if any) shall:
- (i) cease to use any of the Subsidy Redemption Form for Provision of Colonoscopy Services 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 Subsidy Redemption Form for Provision of Colonoscopy Services 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 CS; 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 CS.
- (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 CS if:
- (i) The Government is of reasonable opinion that the Enrolled CS 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 CS 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 the reasonable opinion that the Enrolled CS 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 CS ceases to be listed on the Primary Care Directory.

(b) suspend the Enrolled CS's account to refrain from providing Pre-procedural 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 CS shall, if instructed by the Government in writing, continue to provide Colonoscopy Examination and Post-procedural Consultation to Participants who have attended the Pre-procedural Consultation.

7. Notwithstanding anything herein to the contrary, the Government or the Enrolled CS (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 CS, 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 CS 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 CS's own cost and expenses. The Government may, for the purpose of facilitating an Enrolled CS'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 CS 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 CS 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 in this Terms and Conditions.

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

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

16. The Enrolled CS 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 CS 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 CS and his Associated Health Care Provider (if any), the Enrolled CS

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 CS and his Associated Health Care Provider (if any)**

18. Neither an Enrolled CS 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 CS 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 including but not limited to hard copy of the colour photo(s) in focus documenting the visualization of either appendiceal orifice or ileocecal valve or terminal ileum for Complete Colonoscopy ; and

(b) fulfill the following requirements for quality assurance :-

- (i) comply with the Guideline of the Hong Kong Academy of Medicine (HKAM) on procedural sedation accessible at [http://www.hkam.org.hk/publications/Guidelines\\_on\\_Procedural\\_Sedation.pdf](http://www.hkam.org.hk/publications/Guidelines_on_Procedural_Sedation.pdf);
- (ii) implement standard infection control practices to ensure Participant's safety;
- (iii) adopt safe medication administration practices with clear documentation;
- (iv) make use of endoscope reprocessor(s) for reprocessing endoscopes;
- (v) ensure proper ventilation for occupational safety in case Cidex is used;
- (vi) undertake to meet future administrative/regulatory requirements promulgated by Department of Health for colonoscopy facilities; and
- (vii) undertake to meet the standards relevant to the endoscopy procedure for ambulatory facilities promulgated by the Hong Kong Academy of Medicine.

20. The Enrolled CS shall exercise clinical judgment and be held fully accountable for the clinical care and management provided to the Participant in relation to the Programme including but without limitation to:

- (a) explaining the procedure, risks and complications of Colonoscopy Examination to the Participant for informed consent and reaching mutual agreement on the management plan in case complications arise;
- (b) ensuring provision of proper facility and equipment including those required for emergency life support in the Health Care Institution(s) that commensurate with the type and level of medical procedure and care provided;
- (c) ensuring proper mechanism or system on drug safety, clinical governance, infection control, medical record, and risk management in the Health Care Institution; and
- (d) informing the Participant promptly if the histopathology report result suggests that the Participant requires prompt medical attention.

The Enrolled CS and his Associated Health Care Provider (if any) undertake full responsibility for the clinical care and management of the Participant in relation to the Programme, and acknowledge and agree that the Government has no responsibility and obligation in this respect.

21. The Enrolled CS and his Associated Health Care Provider (if any) shall deliver at the Health Care Institution the specified service components of the Programme namely (a) Pre-procedural Consultation and (b) Colonoscopy Examination Service With Polypectomy or Colonoscopy Examination Service Without Polypectomy (collectively, the “**Services**”).

Pre-procedural Consultation

- (a) A Participant with FIT positive result recorded in the CRC IT System would be eligible to receive the Colonoscopy Examination under the Programme. The Enrolled CS shall first assess medical fitness of the Participant for Colonoscopy Examination. If the Participant is medically fit for Colonoscopy Examination, the Enrolled CS shall, with respect to the Participant:-
  - (i) explain the procedure, obtain consent for Colonoscopy Examination, prescribe and provide instruction for bowel preparation, explain the risks and complications, and reach mutual agreement including management plan and associated charges in case of complications, and arrangement and

- charges for Extra Services (if applicable); and
- (ii) input information and submit the claim for Subsidy for Pre-procedural Consultation as required by the CRC IT System.

#### Colonoscopy Examination Service With Polypectomy

- (b) On the day of Colonoscopy Examination, the Enrolled CS shall re-assess medical fitness of the Participant for Colonoscopy Examination. If the Participant is medically fit for Colonoscopy Examination, the Enrolled CS shall, with respect to the Participant:-
  - (i) input the information as required by the CRC IT System and print the system generated Subsidy Redemption Form for Provision of Colonoscopy Services and explain it to the Participant;
  - (ii) ensure that Subsidy Redemption Form for Provision of Colonoscopy Services is duly completed and signed before Colonoscopy Examination is carried out;
  - (iii) perform the Colonoscopy Examination;
  - (iv) remove polyp(s) or suspicious lesions if detected during the course of Colonoscopy Examination;
  - (v) send the polyp(s) or suspicious lesion(s) to the histopathology laboratory designated by the Government for examination using specially provided specimen bottle(s) correctly labeled with Participant's information and attached with the Histopathology Examination Request Form generated from the CRC IT System after inputting relevant data fields;
  - (vi) observe the Participant until clinically stable for discharge; and
  - (vii) ensure that all information as required by the CRC IT System is entered.
- (c) After the Colonoscopy Examination, the Enrolled CS shall arrange Post-procedural Consultation(s) which may be optional depending on the clinical need for explaining the Colonoscopy Examination result, the histopathology report results, making referral for further assessment, and/or arranging post-procedural clinical care as appropriate.

#### Colonoscopy Examination Service Without Polypectomy

- (d) The Enrolled CS shall follow the procedures as set out in Clause 21 (b) (i)-(iii), (vi)-(vii) and (c) in providing Colonoscopy Examination Service Without Polypectomy.

22. The Enrolled CS shall:-
- (a) in case of Incomplete Colonoscopy, discuss with the Participant regarding the options of repeating the Colonoscopy Examination or referral for CT Colonography;
  - (b) for all colonoscopy examinations, check and act on the “to-do” list of the CRC IT System, in particular to review the Participant’s histopathology report;
  - (c) report any incident or complication related to the Colonoscopy Examination to the Programme Office through the CRC IT System within 7 days of notification of the events and alert the Programme Office by phone in case the event requires immediate attention by the latter;
  - (d) ensure that a booking system is in place for making appointment for Pre-procedural Consultation, Colonoscopy Examination and Post-procedural Consultation;
  - (e) ensure that the waiting time for the Pre-procedural Consultation shall be less than 4 weeks after the Participant approaches the Enrolled CS for an appointment;
  - (f) ensure that the waiting time for the Colonoscopy Examination shall be less than 4 weeks after the Pre-procedural Consultation;
  - (g) ensure that the waiting for the Post-procedural Consultation shall be less than 5 weeks after the Colonoscopy Examination;
  - (h) promptly enter all information arising in the course of service provision as required by the CRC IT System to facilitate tracking of information;
  - (i) submit the Subsidy claim as required by the CRC IT System for processing Subsidy payment; and
  - (j) 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 CS’s name and related details from the list if the Enrolled CS cannot provide the Pre-procedural Consultation and/or Colonoscopy Examination under the Programme to the Eligible Persons at the enrolled Health Care Institution for a period of more than 7 days. The Enrolled CS

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 service.

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

24. Neither the Enrolled CS nor his Associated Health Care Provider (if any) may charge any person any fees for completing the Subsidy Redemption Form for Provision of Colonoscopy Services.

### **Payment by the Government**

25. In consideration of the due performance of the obligations of the Enrolled CS 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 who has received the Pre-procedural Consultation rendered by the first Enrolled CS he/she encountered, pay the Enrolled CS and his Associated Health Care Provider (if any) the **Subsidy for Pre-procedural Consultation**; and

(b) (i) for each Participant who has received the Colonoscopy Examination Service With Polypectomy rendered by the Enrolled CS, pay the Enrolled CS and his Associated Health Care Provider (if any) the **Subsidy for the Colonoscopy Examination Service With Polypectomy**; or

(ii) for each Participant who has received the Colonoscopy Examination Service Without Polypectomy rendered by the Enrolled CS, pay the Enrolled CS and his Associated Health Care Provider (if any) the **Subsidy for the Colonoscopy Examination Service Without Polypectomy**.

26. The Government will settle the Subsidy payable to the Enrolled CS 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 in which all supporting documents necessary for submitting a claim (including the duly completed and signed Subsidy Redemption Form for Provision of Colonoscopy

Services) have been duly received by the Programme Office. 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 CS 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 CS 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 CS and his Associated Health Care Provider (if any):

- (i) any Extra Services rendered to any Participant;
- (ii) any Subsidy for Pre-procedural Consultation by an Enrolled CS if the Participant has already received a subsidy for a Pre-procedural Consultation given by any Enrolled CS under the Programme;
- (iii) any Subsidy if:-
  - I. any information provided by the Enrolled CS 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
  - II. the Enrolled CS or his Associated Health Care Provider (if any) is in breach of any provision in this Agreement; or
  - III. the Enrolled CS fails to submit a claim on the CRC-IT system or hard copies of the supporting documents / colour photo(s) as stipulated by the Programme Office; or
  - IV. the Participant is not eligible to receive the Services.

(b) Where no Subsidy in respect of a Participant is paid to the Enrolled CS and the Associated Health Care Provider (if any) in accordance with Clause 27(a), the Enrolled CS 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 CS 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 CS 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 CS and his Associated Health Care Provider (if any); or
- (b) direct the Enrolled CS 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 CS and the Associated Health Care Provider shall comply with the direction. The Government has the right to withhold any sums due to the Enrolled CS and the Associated Health Care Provider (if any) until the Enrolled CS and the Associated Health Care Provider (if any) have fully repaid the aforesaid amount.

29. The Enrolled CS 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 Pre-procedural Consultation will be considered as a late claim and the Government shall have the absolute discretion to refuse payment of Subsidy to the Enrolled CS and his Associated Health Care Provider (if any) for such late claim.

### **Co-payment and charity quotas**

30. It is advisable that the Co-payment amount be set at HK\$0 to promote participation by the less well-off members of society. If Co-payment amounts are set, Enrolled CS and his Associated Health Care Provider (if any) are encouraged to offer charity quotas by waiving this amount for individuals who are recipients of Comprehensive Social Security Assistance or holders of Certificate for Waiver of Medical Charges.

31. On enrolment to the Programme, the Enrolled CS and his Associated Health Care Provider (if any) shall inform the Government the amount(s) of Co-payment to be charged to the Participant for the Colonoscopy Examination Service With Polypectomy and the Colonoscopy Examination Service Without Polypectomy, either of which shall not exceed HK\$1,000. The Government may at any time amend the ceiling of Co-payment, by giving prior written notice to the Enrolled CS and his Associated Health Care Provider (if any). The Enrolled CS and his Associated Health Care Provider (if any) shall acknowledge and agree that the Co-payment shall not be adjusted upward during the Programme Term and shall be collected after the provision of Colonoscopy Examination. The Enrolled CS 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 CS 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 and charity quotas provided by the Enrolled CS shall be displayed on a Mini-poster provided by the Government and published in the Programme website.

### **Directions**

33. The Enrolled CS 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 CS 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 CS and the Associated Health Care Provider (if any) require the Enrolled CS 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 CS and his Associated Health Care Provider (if any) shall comply with such requirements.

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

35. The Enrolled CS 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 CS 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 CS from the Medical Register or Specialist Register maintained pursuant to the Ordinance on which the Enrolled CS's name has been

entered;

- (b) any action, disciplinary proceeding or inquiry being taken against the Enrolled CS 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 CS for any act, negligence, misconduct or malpractice.

37. The Enrolled CS 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 above.

38. The Enrolled CS and his Associated Health Care Provider (if any) shall keep in his and their Health Care Institutions for a period of not less than 7 years proper and full record of documents in relation to the Programme.

39. The Enrolled CS 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 CS 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 CS 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 CS 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 CS 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 CS 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 CS with a logo (“**Logo**”) and a mini-poster (“**Mini-poster**”). Subject to Clause 5(b)(ii), an Enrolled CS shall at all times display the Logo and Mini-poster at the Health Care Institution where the Pre-procedural Consultation is provided by the Enrolled CS and in a manner as specified by the Director of Health. Neither the Enrolled CS 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 CS 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 CS 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 CS and the Health Care Institutions with the address(es) and telephone number as well as the Co-payment fee and charity quotas 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 CRT 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 CS’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 CS 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 CS or his Associated Health

Care Provider for any claims, actions, investigations, demands, proceedings, brought or instituted against the Enrolled CS or his Associated Health Care Provider, or any liabilities, compensation, damage, loss, costs, charges and expenses which the Enrolled CS or his Associated Health Care Provider may sustain or incur in relation to the Enrolled CS'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 CS to the Participant in relation to the Programme.

### **Confidentiality**

46. Each of the Enrolled CS 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 CS 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 CS 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 CS 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 CS, his Associated Health Care Provider, or any employees, agents or sub-contractors of the Enrolled CS 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 CS or his Associated Health Care Provider, or any employees, agents or sub-contractors of the Enrolled CS or his Associated Health Care Provider in the operation of the Programme; or
- (iii) the data or information provided by the Enrolled CS or his Associated Health Care Provider or any employees, agents or sub-contractors of the Enrolled CS or his Associated Health Care Provider in the process for requesting for payment of Subsidy; or
- (iv) the enrolment by the Enrolled CS in the Programme; or
- (v) the clinical judgment and care provided by the Enrolled CS 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 CS 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 CS or his sub-contractor shall be deemed to be the act, default, neglect or omission of the Enrolled CS and any act, default, neglect or omission of employee, agent or any sub-contractor of an Associated Health Care Provider (if any) shall be deemed to be the act, default, neglect or omission of the Associated Health Care Provider.

50. Each of the Enrolled CS 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 CS 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 CS nor an Associated Health Care Provider shall represent himself as an employee, servant, agent or partner of the Government. Neither an Enrolled CS 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 CS 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 CS 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 Pre-procedural Consultation	HK\$300
Subsidy for Colonoscopy Examination Service With Polypectomy	HK\$8,200
Subsidy for Colonoscopy Examination Service Without Polypectomy	HK\$7,500