

Health Care Voucher Scheme – Definitions, and Terms and Conditions of Agreement
List of Major Amendments

I. DEFINITIONS

Amendment of definition of “Eligible Person”

“*Eligible Person*” means a person who is entitled to receive Voucher under the HCVS and is a person aged 70 or above in any calendar year during the Scheme Term who holds a valid Hong Kong Identity Card within the meaning of the Registration of Persons Ordinance (Cap. 177) or a valid Certificate of Exemption within the meaning of the Immigration Ordinance (Cap. 115);

Addition of definition of “EHCP Account”

“*EHCP Account*” means an account created in the eHealth System which is assigned to the EHCP upon his successful enrolment in the HCVS for the purpose of enabling the creation of eHealth Account and the use of Voucher by a Voucher Recipient;

Amendment of definition of “Health Care Voucher Scheme (“HCVS”)”

“*Health Care Voucher Scheme*” or “*HCVS*” means a scheme under which the Government provides all Eligible Persons each year with an amount of Voucher as the Government may specify to subsidize their use of primary health care services in the private sector and which commenced on 1 January 2009 and continued until 31 December 2013 as a pilot scheme and thereafter became a recurrent scheme which will continue until a date to be specified by the Government;

Amendment of definition of “Unused Voucher”

“*Unused Voucher*” means any Voucher that an Eligible Person is entitled to but is not used by a Voucher Recipient in any calendar year during the Scheme Term;

Amendment of definition of “Voucher”

“*Voucher*” means an electronic voucher issued by the Government for use by a Voucher Recipient under HCVS, such voucher being backed by payment by the Government in accordance with the terms and conditions of the Agreement; and

Amendment of definition of “Voucher Recipient”

“Voucher Recipient” means an Eligible Person for whom an eHealth Account has been established.

II. TERMS AND CONDITIONS

Amendment of Clauses 11(c) and 12 (Creation of eHealth Account)

11. (c) log on his own EHCP Account in the eHealth System and input the required information of the Eligible Person in the eHealth System.
12. The EHCP shall, prior to the creation of an eHealth Account for an Eligible Person, obtain from the Eligible Person a valid and effective consent to the use and transfer of the Eligible Person’s personal data for the purpose of creating an eHealth Account and for the administration and monitoring of the HCVS, including but not limited to verification by electronic means of the personal data obtained with the database of the Immigration Department.

Amendment of Clause 16 (Equipment and Software)

16. The EHCP shall use the eHealth System solely for the purpose of enabling the creation of eHealth Accounts and the use of Vouchers by Voucher Recipients to settle the EHCP Fees for the health care services he provided.

Amendment of Clauses 23(a) and 23(d)(i)&(iv) (Use of Vouchers)

23. On condition that:
 - (a) a Voucher Recipient has received health care services provided by the EHCP and signed a Consent of Voucher Recipient by which he authorizes the EHCP to use Voucher to settle the EHCP Fees;
 - (d) the total value of the Voucher proposed to be used by the Voucher Recipient does not exceed the total value of Unused Voucher of that Voucher Recipient,

the EHCP shall assist the Voucher Recipient to use such amount of Voucher as agreed by the Voucher Recipient and stated in the Consent of Voucher Recipient completed and signed by the Voucher Recipient [*Effective from 1 July 2014*] to settle all or part of the EHCP Fees by performing the following:

- (i) log on his own EHCP account in the eHealth System;
- (iv) confirm with the Voucher Recipient the amount of Voucher that he agrees to use;

Incorporation of Clause 29 into New Clause 46 and Re-numbering of Clauses 30 to 46 as Clauses 29 to 45

Amendment of New Clauses 29, 31, 32 and 33 (Payment by the Government)

29. Subject to Clauses 7(a), 33 and 35(b), within 30 days after the last date of each month in the Scheme Term, the Government shall pay the EHCP or the Associated Organization the amount of Voucher used by a Voucher Recipient in that month in the manner provided in Clause 23, provided that the eHealth Account of the Voucher Recipient has been validated under Clause 28. *[Previously Clause 30]*
31. Subject to Clause 32, a Voucher Recipient is entitled to receive, starting from the calendar year in which he becomes 70, such amount of Voucher allocated during the Scheme Term as follows:
- (a) for the period from the Scheme Commencement Date to 31 December 2011, Voucher of a total value of HK\$250 per annum;
 - (b) for the period from 1 January 2012 to 31 December 2012, Voucher of a total value of HK\$500;
 - (c) for the period from 1 January 2013 to 31 December 2013, Voucher of a total value of HK\$1,000;
 - (d) for the period from 1 January 2014 to 31 December 2014, Voucher of a total value of HK\$2,000, given that HK\$1,000 of which will only be deposited in his eHealth Account on 7 June 2014;
 - (e) thereafter up to a date prescribed by the Government, Voucher of a total value of HK\$2,000 per annum; and
 - (f) after the prescribed date, such amount that the Government may decide.
- [Previously Clause 32]*
32. Unused Voucher shall be carried forward for use in the remaining term of the Scheme Term and the Unused Voucher that may be carried forward each calendar year shall be of such amount so that the aggregate amount of Unused Voucher together with the Voucher that a Voucher Recipient is entitled to receive in the following calendar year shall not as at 1 January of the following calendar year exceed the accumulation limit prescribed by the Government. *[Previously Clause 33]*
33. The Government shall have no obligation to pay the EHCP or his Associated Organization the value of any Voucher if any information provided by the EHCP to the Government under or in relation to the HCVS is at any time found to be incomplete, untrue or inaccurate or if the EHCP or his Associated Organization fails to provide information required by the Government for verifying the use of Voucher or is in breach of any provisions in any documents of the Transaction Documents. *[Previously Clause 34]*

Amendment and Division of New Clause 45 to Clauses 45 and 46 (Information and Keeping of Records)

45. The Government, the Director of Health or any person authorized by the Director of Health may by prior notice to the EHCP or his Associated Organization attend any premises at reasonable hours to inspect any information or record kept or required to be kept by the EHCP or the Associated Organization under the Agreement, and/or to ascertain whether the terms and conditions of the Agreement are complied with.

46. The EHCP and his Associated Organization shall fully co-operate with and give all assistance required by the Government, the Director of Health or the authorized person for the administration and monitoring of the HCVS. The EHCP and his Associated Organization shall submit information or record required by the Director of Health for purposes related to the HCVS or under the Agreement and shall ensure that the Government, the Director of Health and the authorized person are given free and uninterrupted access to such information and record and to the premises at which such information and record are kept. The EHCP and the Associated Organization shall, if so requested by the Government, the Director of Health or the authorized person, provide them with copies of the information and record they specify.

Department of Health

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