

**VACCINATION SUBSIDY SCHEME**

**DEFINITIONS, TERMS AND CONDITIONS OF AGREEMENT, AND SCHEDULE  
(PPPSOP PROGRAMME) (SUPPLEMENTARY AGREEMENT)**

**[PUBLIC-PRIVATE-PARTNERSHIP  
SCHOOL OUTREACH VACCINATION PILOT PROGRAMME (“PPPSOP Programme”)]**

**Preamble**

- (a) This document in Appendix J(i) titled “Vaccination Subsidy Scheme Definitions, Terms and Conditions of Agreement, and Schedule (PPPSO Programme) (Supplementary Agreement)” should be read in conjunction with the document in Appendix J, titled “Vaccination Subsidy Scheme Definitions, Terms and Conditions of Agreement, and Schedule (Agreement)”. Terms defined in Appendix J shall be applicable to this Appendix J(i).
- (b) An EHCP or his Associated Organization shall be bound by all provisions in the Agreement and the Supplementary Agreement in relation to the PPPSO Programme if that EHCP or his Associated Organization shall provide seasonal influenza vaccination to Eligible Children at their primary schools under the Public-Private-Partnership Mode of School Outreach Vaccination Pilot Programme of the Vaccination Subsidy Scheme (VSS) (“PPP Mode”).

**Operative Part**

- 1. In consideration of the Government agreeing to pay the Subsidy in respect of Vaccinations under the PPPSO Programme, the EHCP and his Associated Organization (if any) jointly and severally undertake and agree to observe all provisions in relation to the PPPSO Programme set out in the Agreement and the Supplementary Agreement.
- 2. The Supplementary Agreement shall be deemed to have been constituted between an EHCP and his Associated Organization (if any) and the Government in relation to the PPPSO Programme when the EHCP and his Associated Organization (if any) shall have completed a reply slip provided by the Department of Health and return the same to the Vaccination Office to indicate that the EHCP and his Associated Organization (if any)’s intention to apply to provide seasonal influenza vaccination to Eligible Children at the primary schools under PPP Mode and that such application is accepted by the Government (acting through the Vaccination Office).
- 3. An EHCP and his Associated Organization shall not require the Eligible Children or their parents/guardians to pay any Service Fee for the Vaccination provided to the Eligible Children at their primary schools under the PPP Mode.
- 4. A Supplementary Guide for Public-Private-Partnership School Outreach Doctors is published at the website of the Centre for Health Protection ([www.chp.gov.hk](http://www.chp.gov.hk)) and may be updated from time to time.

## Obligations of EHCP

5. An EHCP or his Associated Organization shall register a practice under eHealth System (Subsidies) which the EHCP will use exclusively for submitting Subsidy claims under the PPP Mode. All Subsidy claims must be submitted under this practice within 7 days from the day of Vaccination.
6. An EHCP or his Associated Organization shall liaise with the primary school(s) assigned by the Government on the logistics arrangement including but not limited to date and time of Vaccination.
7. An EHCP or his Associated Organization may choose not to provide the Vaccination to the primary school(s) assigned for Vaccination. However, under such circumstances, the Government shall have no obligation to assign another primary school to the EHCP or his Associated Organization for Vaccination. The refusal record will be taken into account by the Government for assigning the primary schools for Vaccination in future.
8. An EHCP or his Associated Organization shall answer any enquiries from school or parents of the vaccine recipients related to the Vaccination.
9. An EHCP or his Associated Organization shall inform the Vaccination Office (VO) using a prescribed Booking Form the tentative Vaccination dates for 1<sup>st</sup> and 2<sup>nd</sup> doses of Vaccination which he has arranged with the assigned primary school under the PPP Mode. Notwithstanding so, the Government may at any time advise another date and time of Vaccination to be provided to a primary school under the PPP Mode by giving prior notice to an EHCP and his Associated Organization. A confirmation on the Booking Form will be faxed back to the EHCP or his Associated Organization to confirm the dates of Vaccination accepted by the Government. The Government shall have no obligation to arrange the delivery of vaccine if the dates of the Vaccination are not confirmed.
10. An EHCP or his Associated Organization shall arrive at the time as specified by the Government at the primary school and on the date as specified in the prescribed Booking Form set out in Clause 11 above so as to properly receive the Vaccines provided by the Government and to be delivered by any person(s) authorized by the Director of Health.
11. An EHCP or his Associated Organization undertakes not to use the Vaccines provided by the Government for any purposes other than provision of Vaccination service to Eligible Children at the primary schools under the PPP Mode assigned to the EHCP or his Associated Organization by the Government.
12. An EHCP or his Associated Organization shall be responsible for the safe custody of and the due handover of clinical waste to any person(s) authorized by the Department of Health or a Licensed Clinical Waste Collector after the Vaccination. An EHCP or his Associated Organization shall follow the Doctors' Guide or the instruction by the Government in handling clinical waste disposal.
13. An EHCP or his Associated Organization shall be responsible for the safe custody of and the due return of equipment to maintain cold chain and unused Vaccines to the Government or any person(s) authorized by the Director of Health after the Vaccination. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the EHCP or his Associated Organization, the EHCP or his Associated Organization shall inform the Government by written notice and pay the Government administrative fees, as the Government deems appropriate, as compensation for the loss and damage suffered.

14. The EHCP or his Associated Organization shall submit the names and details of students receiving Vaccination within 7 days from the day of Vaccination for claiming of Subsidy. Any Subsidy claims not made within the timeline set out in Clause 4 above will be considered as a late claim and the Government shall have the absolute discretion to refuse payment of injection fees to the EHCP or his Associated Organization for such late claim. Factors to be taken into account include, but not limited to, whether the EHCP or his Associated Organization has had past records of submitting late injection fee claims and whether there is any valid reason for lodging a late claim.
15. Without prejudice to other provisions of the Agreement, under no circumstances whatsoever will the Government pay out any injection fees to the EHCP or his Associated Organization for a Vaccination if the claim for injection fee for such Vaccination is not submitted to the Government within 90 calendar days counting from the date of such Vaccination.

### **Obligation of the Government**

16. During each Vaccination Period, the Government shall assign primary school(s) to the EHCP or his Associated Organization for Vaccination.
17. The Government, upon receipt of the Booking Form as described under Clause 11 and other relevant Forms as stipulated in the Doctors' Guide, shall arrange the delivery of the seasonal influenza vaccine to the primary school where the Vaccination is scheduled to take place.
18. The Government shall arrange Licensed Clinical Waste Collector to collect the clinical waste after the Vaccination.

## SCHEDULE

### *1. Use of terms common to all types of Vaccinations*

**“Eligible Child”** means

a Hong Kong resident who is aged between 6 years to less than 12 years old in the calendar year when the Vaccination is given or is still a student of a primary school registered under the Education Ordinance (Cap. 279 of the Laws of Hong Kong) at the time of Vaccination, and that the Vaccination is given at a primary school under the PPP Mode. “Eligible Children” means the plural of Eligible Child.

For Eligible Children aged below 9 years, they are entitled to Subsidy for two doses of seasonal influenza vaccination within the same Vaccination Period if they have never received the Vaccination since birth.

**“Primary School”** means

A school registered under the Education Ordinance (Cap. 279 of the Laws of Hong Kong) which provides primary education.

**“Seasonal Influenza Vaccination”** means

A Vaccination (or one Vaccination) is one dose of seasonal influenza vaccine to be administered to an Eligible Child within one Vaccination Period.

The vaccines for seasonal influenza vaccination (Northern Hemisphere) are to be provided by the Government.

A subsidy in the form of an injection fee for each dose of seasonal influenza vaccination administered to an Eligible Child under the PPP Mode is HK\$70 per dose.

**“Vaccination Period”** means a period announced by the Vaccination Office of the Department of Health for giving seasonal influenza vaccination to Eligible Persons under the Vaccination Subsidy Scheme.