

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
TENDER FOR SERVICES

LODGING OF TENDER

To be acceptable as a tender, completed tender documents enclosed in a sealed envelope marked

**“Tender for the Provision of Services to Operate
the Tsuen Wan District Health Centre”**

and addressed to the Chairman, Central Tender Board

must be deposited in the Government Secretariat Tender Box situated in the lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong

before **12:00 noon (Hong Kong time) on 14 January 2022.**

Late tenders will not be accepted.

Issued on 3 December 2021

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Part I – Interpretation

1. In these Tender Documents and the Contract (as hereinafter defined), the following words and expressions shall have the respective meaning ascribed to them unless the context otherwise requires –

“Chinese Medicine Practitioners” or “CMPs”	means registered Chinese medicine practitioners as defined in the Chinese Medicine Ordinance (Cap. 549) and listed in the Primary Care Directory of the Primary Healthcare Office of the Food and Health Bureau;
“Commencement Date”	means the date to be specified by the Government pursuant to Clause 1.2 of Part V – Conditions of Contract;
“Contract”	means the contract to be made between the Government and the Operator for the provision of the Services on the terms as set out in Part II – Terms of Tender (insofar as it is applicable), Part V – Conditions of Contract, Part VI – Service Specifications, DHC Service Manual and Guidelines issued by the Government for the DHC Scheme from time to time and all attachments to any of the above;
“Contract Deposit”	has the meaning given to it in Clause 19 of Part V – Conditions of Contract;
“Contract Year”	means a successive period of one year during the Term with the first year commencing from the Operation Date;
“Co-payment”	means that portion of the fee for each session of DHC Network medical and healthcare services which is to be paid by a DHC Client;
“Core Centre”	means the main service outlet of the Tsuen Wan District Health Centre, which has a total floor area of about 1 000 square metres as set out in Annex to Part VI – Service Specifications;

Part I – Interpretation

“Core Team”	means the personnel of such posts, numbers, qualifications/ experience and having such responsibilities as set out in Part A of Schedule D to Part V – Conditions of Contract;
“Designated Bank Account”	means an interest-bearing HK\$ account established and maintained in the sole name of the Operator with a bank licenced under the Banking Ordinance (Cap. 155) solely and exclusively for the purpose of the DHC Scheme;
“DHC” or “DHC Scheme”	means the setting up and operation of a District Health Centre in Tsuen Wan District which includes the Core Centre, the Satellite Centres and the DHC Network;
“DHC Centres”	means and includes the Core Centre and the Satellite Centres;
“DHC Clients”	means members of the public who use the Services under the DHC Scheme;
“DHC IT System”	means the designated Information Technology (IT) system developed by the Government for operating and administering the DHC Scheme which is connected with the eHRSS;
“DHC Network” or “Network”	means a list of M&H Practitioners practising within the districts of Kwai Tsing, Sha Tin, Tai Po, Tsuen Wan and Tuen Mun as may from time to time be approved by the Government to provide medical, healthcare and/ or Health Assessment services to DHC Clients outside the DHC Centres in accordance with Section G of Part VI – Service Specifications;
“eHRSS”	means the information infrastructure established under section 5(1) of the Electronic Health Record Sharing System Ordinance (Cap. 625) with the name of “Electronic Health Record Sharing System”;

Part I – Interpretation

“FHB”	means the Food and Health Bureau of the Government;
“Financial Year”	means a calendar year from 1 April to 31 March of the following year;
“Force Majeure Event”	means – (a) any supervening outbreak of war affecting Hong Kong and/ or any other parts of the People’s Republic of China, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the People’s Republic of China, civil war, riot, civil disturbances, fire if not caused or contributed to by the Operator or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God; (b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Operator or any employee or agent or ex-employee or ex-agent thereof; or (c) any supervening epidemic outbreak in Hong Kong; and which, in any case of (a), (b) and (c) above, prevents the performance of the duties and obligations of any party hereunder;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;

Part I – Interpretation

“Government Data”	means all data, documents, information, text, drawings, diagrams, images or sound stored, presented or embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Operator by the Government for the purposes of or in relation to the Contract;
“Government Representative”	means – (a) the Permanent Secretary for Food and Health (Health); and/ or (b) any officer in the Food and Health Bureau authorised by him to act for the purpose of the Contract;
“Health Assessment”	means health assessment including without limitation laboratory test, optometry assessment and other tests for the purpose of diagnosis/ complication screening or monitoring of chronic diseases including without limitation hypertension and diabetes mellitus;
“Healthcare Professionals” or “HP”	means professional health practitioners including without limitation dietitians, physiotherapists (PTs), occupational therapists (OTs), speech therapists, podiatrists, and Chinese Medicine Practitioners (CMPs) but excludes Medical Practitioners;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong Dollars” or “HK\$”	means the lawful currency of Hong Kong;
“Innovative Suggestion”	means an innovative suggestion proposed by the Tenderer in Part C of its Operation Plan of its Tender to be assessed under assessment criterion (7) of the Marking Scheme;

Part I – Interpretation

“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 to be created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;
“Invitation to Tender” or “invitation to tender”	means this invitation to tender for the provision of the Services to the Government on the terms and conditions set out in the Tender Documents;
“IT Platform”	means the Information Technology (IT) systems, inclusive of the DHC IT System, together with related infrastructure, hardware, software, network equipment and all ancillary parts in the DHC Centres to support the operation of the DHC Scheme;
“Key Personnel”	means and includes – (a) the Executive Director; and (b) the Chief Care Coordinator having the qualifications/ experience and responsibilities as set out in Part A(i) of Schedule D to Part V – Conditions of Contract;
“Marking Scheme”	means the marking scheme as set out in Appendix 7 to Part II – Terms of Tender;
“Medical Practitioners”	means medical practitioners duly registered under the Medical Registration Ordinance (Cap. 161) and listed in the Primary Care Directory of the Primary Healthcare Office of FHB who have joined the eHRSS;

Part I – Interpretation

“M&H Practitioners”	means and includes – (a) Medical Practitioners, (b) Healthcare Professionals, and (c) Service providers who conduct Health Assessment;
“Monthly Basic Fee”	means the Monthly Basic Fee as set out in Part A of Appendix 6 to Part II – Terms of Tender and incorporated into Part A of Schedule B to Part V – Conditions of Contract;
“Monthly Operation Cost” (for the purpose of Satellite Centres)	means the Monthly Operation Cost of a Satellite Centre including but not limited to staff and rental costs as set out in Part B of Appendix 6 to Part II – Terms of Tender and incorporated into Part A of Schedule B to Part V – Conditions of Contract;
“Network Health Assessment Subsidy”	means any one of the Network Subsidy payable by the Government for each of laboratory tests or optometry assessment properly provided under Secondary or Tertiary Prevention as set out in column (C) of the DHC Network Health Assessment Unit Fees & Subsidy Table contained in Part B of Schedule B to Part V – Conditions of Contract;
“Network Health Assessment Unit Fee”	means the Network Health Assessment Unit Fee for each of laboratory tests and optometry assessment proposed by the Operator in Part C of Appendix 6 to Part II – Terms of Tender and incorporated into Part B of Schedule B to Part V – Conditions of Contract;

Part I – Interpretation

“Network HP Subsidy”	means any one of the Network Subsidy payable by the Government for each of physiotherapy, occupational therapy, acupuncture and acupressure treatment, dietetic and other services properly provided by a Healthcare Professional in the DHC Network to a DHC Client as set out in column (C) of the DHC Network HP Unit Fees & Subsidy Table contained in Part C of Schedule B to Part V – Conditions of Contract;
“Network HP Unit Fee”	means the Network HP Unit Fee for a session of each of physiotherapy, occupational therapy, acupuncture and acupressure treatment, dietetic and other services proposed by the Operator in Part D of Appendix 6 to Part II – Terms of Tender and incorporated into Part C of Schedule B to Part V – Conditions of Contract;
“Network MP Subsidy”	means the subsidy of HK\$250 payable by the Government for each session of medical consultation properly provided by a Medical Practitioner in the DHC Network to a DHC Client under the DHC Scheme;
“Network Subsidy”	means the subsidy payable by the Government through the Operator to M&H Practitioners in the DHC Network for medical, healthcare and Health Assessment services properly provided under the DHC Scheme;
“Non-governmental Organisation” or “NGO”	means a bona fide non-governmental and non-profit-making organisation, charitable institution, or trust that is exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112);
“Operation Date”	means the date referred to in Clause 1.3 of Part V – Conditions of Contract subject to any change of such date as permitted thereunder;

Part I – Interpretation

“Operator”	means the Tenderer whose Tender is accepted by the Government;
“Operator’s Employees”	means persons employed by the Operator for the performance of the Services;
“Original Tender Closing Date”	means 14 January 2022 (Hong Kong time);
“person”	means any public body and any body of persons, corporate or unincorporate;
“Personal Data”	has the meaning prescribed to it in the Personal Data (Privacy) Ordinance (Cap. 486);
“Primary Prevention”	means and includes health promotion, advisory and counselling services and educational programmes to drive healthy lifestyle for the prevention of chronic diseases for targeted groups;
“Related Party”	means a person who is related to the Operator in the reasonable opinion of the Government derived from evidence;
“Relevant Experience”	means but not limited to experience in health promotion or education, health assessment or disease screening, chronic disease management and community rehabilitation programmes (which must include domiciliary service and patient empowerment);
“Satellite Centre”	means one or more of the centres to be operated by the Operator in the 4 designated areas of Tsuen Wan District specified in Section C to Part VI – Service Specifications;
“Secondary Prevention”	means and includes health risk factor assessment, screening for targeted groups to facilitate early identification of chronic diseases, including hypertension and diabetes mellitus;

Part I – Interpretation

“Services”	means the provision of healthcare services in Tsuen Wan District under the DHC Scheme and in accordance with the provisions of the Contract and all duties ancillary or incidental thereto;
“Service Output Targets”	means the service output targets of the DHC Scheme as set out in Schedule C to Part V – Conditions of Contract;
“Set-up Cost”	means the Set-up Cost set out in Part E of Appendix 6 to Part II – Terms of Tender and incorporated into Part D of Schedule B to Part V – Conditions of Contract for the purpose of setting up and rendering the DHC Centres to be in a state of readiness for the provision of the Services;
“Subsidiary”	has the meaning prescribed to it in section 15 of the Companies Ordinance (Cap. 622);
“Targeted Group”	means a group of persons of such attributes as the Government Representative may specify from time to time;
“Tender” or “tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Closing Date”	means the Original Tender Closing Date or such date as may be extended in accordance with Clauses 6.2, 6.3 and 6.5 of Part II – Terms of Tender;
“Tender Closing Time”	means the time on the date specified in Clause 6.1 of Part II – Terms of Tender as the latest date and time before which Tenders must be deposited in the Specified Tender Box, and as such date and time as may be extended in accordance with Clauses 6.2, 6.3 and 6.5 of Part II – Terms of Tender;

Part I – Interpretation

"Tender Documents"	means this set of tender documents issued by the Government for this Invitation to Tender comprising the documents set out in the Table of Contents above. These documents shall be referred to throughout the Tender Documents or the Contract by their titles as specified therein;
"Tender Validity Period"	means the period of time as described in Clause 7.1 of Part II – Terms of Tender during which a tender is to remain open;
"Tenderer"	means the person who submits a tender in response to this Invitation to Tender;
"Term"	means the period specified in Clause 1.1 of Part V – Conditions of Contract;
"Tertiary Prevention"	means and includes management of chronic diseases, including hypertension, diabetes mellitus, low back pain, osteoarthritic knee pain, and community rehabilitation services for targeted groups of patients with stroke, post-acute myocardial infarction or hip fracture; and
"working day"	means Monday to Friday, other than a public holiday, or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government is/ are in force, for any time during the normal business hours.

Part I – Interpretation

2. The following rules of interpretation shall apply –
- (a) any reference in the Tender Documents or the Contract to any statute, order, regulation, manual/ code of practice of the Government or other similar instrument shall be construed as referring to that statute, order, regulation, manual/ code of practice of the Government or instrument as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of the Tender Documents or the Contract) and including all subsidiary legislation from time to time made under it;
 - (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders;
 - (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Documents or the Contract;
 - (d) references to a document shall –
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Documents or the Contract;
 - (e) references to “Tenderer” or “Operator” shall include its permitted assigns, successors, or any persons deriving title under them;
 - (f) references to “Government” shall include its 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;
 - (g) references to any M&H Practitioners shall mean such practitioners who must be and must remain properly qualified under the relevant statutory or other regulatory/ accreditation regimes of their professions, where applicable;
 - (h) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
 - (i) any word or expression to which a specific meaning has been attached in any part of the Tender Documents or the Contract shall bear such meaning whenever it appears in the same and other parts of the Tender Documents or the Contract;
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Part I – Interpretation

- (j) a time of a day shall be construed as a reference to Hong Kong time;
 - (k) references to “normal business hours” mean 09:00 to 18:00 hours;
 - (l) references to a day mean a calendar day;
 - (m) references to a month or a monthly period mean a calendar month;
 - (n) 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;
 - (o) words importing the whole shall be treated as including a reference to any part of the whole;
 - (p) the expressions “include” and “including” shall be construed as without limitation the words following;
 - (q) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;
 - (r) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form; and
 - (s) where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.
3. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.

Part II – Terms of Tender

1. Invitation to Tender

- 1.1 Tenders are invited from Tenderers who must be bodies corporate incorporated under the Companies Ordinance (Cap. 622), the Registered Trustees Incorporation Ordinance (Cap. 306) or any other statute for the provision of the Services subject to and in accordance with the terms and conditions as set out in the Contract. Potential Tenderers may consider incorporating a new body corporate under any of the aforementioned statutes and have the new body corporate as a Tenderer to submit a Tender in this tender exercise.
- 1.2 This tender exercise is not covered by the Agreement on Government Procurement of the World Trade Organization.

2. Briefing Session

- 2.1 Tenderers are invited to the following online briefing session (conducted in Cantonese) on this Invitation to Tender –

Date - 17 December 2021 (Friday)

Time - 11 a.m. to 12:30 p.m.

- 2.2 Tenderers who wish to attend the briefing session are invited to nominate representatives and send an email listing the name of organisation, names, post titles and email addresses of the nominated representatives, as well as the name, post title, email address, telephone number and facsimile number of the contact person, to twdhctender@fhb.gov.hk on or before **5:00 p.m. on 13 December 2021 (Monday)**. Tenderers successfully registered to the briefing will receive a confirmation email with a hyperlink to join the briefing.
- 2.3 Notwithstanding Clause 2.1 above, the Government may cancel or rearrange the briefing session and inform Tenderers who have indicated their interest to join the briefing session pursuant to Clause 2.2 above of the details of the cancellation or the rearranged briefing session.

3. Essential Requirements

- 3.1 All Tenders will be screened for compliance with the essential requirements set out in this Clause 3.1. **Tenders which fail to comply with any of the essential requirements set out in this Clause will be disqualified and will not be further considered by the Government.** Each Tenderer shall complete the Proposal on Key Personnel contained in Appendix 2 hereto and propose for deployment in the provision of the Services –
 - (a) an Executive Director who must possess at least 10 aggregate years of administrative experience in supervisory positions, in the fields of public administration, medical, healthcare, community service operations or other

Part II - Terms of Tender

similar fields as considered relevant by the Government within the 15 years immediately prior to the Original Tender Closing Date and who must not be a Key Personnel of another District Health Centre or a proposed Key Personnel in tender exercises being conducted concurrently for other District Health Centres; and

- (b) a Chief Care Coordinator who must possess at least 10 aggregate years of experience in nursing practice as a Registered Nurse within the 15 years immediately prior to the Original Tender Closing Date and who must not be a Key Personnel of another District Health Centre or a proposed Key Personnel in tender exercises being conducted concurrently for other District Health Centres. For the purpose of this Clause and Appendix 2 hereto, a Registered Nurse means a nurse with Part I or Part II Registration with the Nursing Council of Hong Kong.

3.2 Each Tenderer shall substantiate Clause 3.1 above with documentary proof which should include without limitation –

- (a) curriculum vitae or statements of experience of the proposed Executive Director and the proposed Chief Care Coordinator;
- (b) reference letters from previous employers and other documentary proof on the qualification and experience of the proposed Executive Director and the proposed Chief Care Coordinator; and
- (c) for the proposed Chief Care Coordinator, copy of the registration certificate(s) issued by the Nursing Council of Hong Kong which is valid as at the Original Tender Closing Date.

3.3 If a Tenderer's proposed Executive Director and Chief Care Coordinator shall become unavailable after its Tender submission, the Tenderer shall immediately inform the Government. The Government reserves the right to either disqualify the Tenderer or to request the Tenderer to propose an alternative candidate or candidates of no less favourable qualifications and experience.

3.4 For the purpose of evaluating proposals submitted herein:-

- (a) Even if a Tenderer claims its proposed Executive Director or Chief Care Coordinator had part-time employment, only employment with the same employer for 4 weeks or more continuously (each of such weeks included at least 18 working hours) will be treated as part-time employment;
- (b) The number of years of each part-time employment that meets the experience requirements set out in Clause 3.1 above will be calculated in half;
- (c) If the proposed Executive Director or Chief Care Coordinator had more than one part-time employment concurrently, only one part-time employment will be counted for such overlapping time; and

- (d) If the proposed Executive Director or Chief Care Coordinator had part-time or full-time employment concurrently, only the full-time employment will be counted.

4. Tender Preparation

- 4.1 All tenders shall be completed in English.
- 4.2 Tenderers shall prepare and submit a technical proposal and a price proposal as follows –

TECHNICAL PROPOSAL

- 4.3 The technical proposal shall, without any indication of the prices, contain the following together with any documentary proof and other information as therein required for tender evaluation –
 - (a) Operation plan in the form as set out in Appendix 1 hereto and the Annexes thereto;
 - (b) Proposal on Key Personnel in the form as set out in Appendix 2 hereto;
 - (c) Tenderer’s financial information in the form as set out in Appendix 3 hereto;
 - (d) Tenderer’s Relevant Experience in the form as set out in Appendix 4 hereto;
 - (e) Tenderer’s profile in the form as set out in Appendix 5 hereto;
 - (f) Part III – Offer to be Bound;
 - (g) A copy of the Certificate of Incorporation and the Certificate of Change of Name of the Tenderer (where applicable);
 - (h) A copy of the Business Registration Certificate of the Tenderer (if any) valid as at the Tender Closing Date;
 - (i) The Tenderer’s constitution and any amendment thereto certified as correct by its chief executive where the Tenderer is incorporated under any Ordinance other than Cap. 622 and Cap. 306; and
 - (j) A board resolution showing that the authorised person(s) who signed Part III – Offer to be Bound has/ have the authority to sign it for and on behalf of the Tenderer. Any other document such as Letter of Authorisation will not be accepted for this purpose.

- 4.4 The envelope containing the technical proposal shall be marked as follows –

“Technical Proposal – Tender for the Provision of Services to Operate the Tsuen Wan District Health Centre (Tender Ref.: FHB/H/18/46)”.

PRICE PROPOSAL

- 4.5 The price proposal shall be contained in the form as set out in Appendix 6 hereto.
- 4.6 The envelope containing the price proposal shall be marked as follows –

“Price Proposal – Tender for the Provision of Services to Operate the Tsuen Wan District Health Centre (Tender Ref.: FHB/H/18/46)”.

- 4.7 Figures shall not be altered or erased; any alteration shall be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments shall be initialled by the Tenderer in ink.
- 4.8 Any counterproposal on any aspect of Part II – Terms of Tender or Part V – Conditions of Contract may, at the option of the Government, render a Tender not to be considered.
- 4.9 The Service Output Targets specified in Schedule C to Part V – Conditions of Contract are provided for the Tenderers’ reference in preparation of the price proposal. The actual number of annual attendance of the DHC Scheme may vary depending on the actual number of DHC Clients eligible for the Services and the successful Tenderer must accept any changes in the Service Output Targets. The Government disclaims liability for any loss or damage (including loss of profit) suffered or incurred by any Tenderer howsoever caused arising from the use of or reliance on any such information, data or statistics in compiling the tender.
- 4.10 The Government reserves the right to disqualify a Tenderer if –
- (a) false, inaccurate or incorrect information is given in the Tender;
 - (b) complete information (including descriptive literature, catalogues and any other document required under any provision of the Tender Documents) is not given with the Tender;
 - (c) any particulars or data requested for in the Invitation to Tender is not furnished in full in the Tender; or
 - (d) any time from 36 months prior to the Tender Closing Date to the award of the Contract, the Tenderer has breached any contract with the Government.
- 4.11 In the event of any calculation error on the part of a Tenderer, the Government reserves the right to seek clarification from such Tenderer and may bind the Tenderer to the offers made in the Tender or as corrected. The scoring basis will be one that, in the opinion of the Tender Assessment Panel (“TAP”), best serves the interests of the Government.
- 4.12 The submission of the operation plan referred to in Clause 4.3(a) above, excluding related annexes and documentary proof, shall not be more than 100 pages in A4 size for text (with margin not less than 25mm and character font size not less than 12). In addition, a reference number must be marked at the right-hand corner on the first page of each related annex and documentary proof submitted. For the avoidance of doubt, pages exceeding the specified limit and/or not complying with the specified requirements on margin and/or font size will be considered in the tender evaluation but marks will be deducted from the total technical marks as follows –

Each excessive page	0.5 marks per page (subject to a maximum of 7.5 marks)
Non-compliance with the margin requirement	0.5 marks
Non-compliance with the font size requirement	0.5 marks

5. Tender Submission

5.1 A Tender shall include both the technical proposal and the price proposal prepared in accordance with Clause 4 above and shall place the same in two separate sealed plain envelopes (which shall not bear any distinguishing matter, mark or advertisement to indicate the identity of the Tenderer). The two sealed envelopes should be enclosed in a third plain envelope which is then sealed and marked “Tender for the Provision of Services to Operate the Tsuen Wan District Health Centre (Tender Ref.: FHB/H/18/46)”.

5.2 The technical proposal and the price proposal prepared in accordance with Clause 4 above shall comprise of –

- (a) **three hard copies**, i.e. one original and two photocopies, of the duly completed and signed Part III – Offer to be Bound;
- (b) **ten hard copies**, i.e. one original and nine photocopies, and one softcopy (in Microsoft Word format in a compact disc) of Appendix 1 – Operation Plan;
- (c) **ten hard copies**, i.e. one original and nine photocopies, and one softcopy (in Microsoft Word format in a compact disc) of Appendix 2 – Proposal on Key Personnel;
- (d) **three hard copies**, i.e. one original and two photocopies, of Appendix 3 – Tenderer’s Financial Information;
- (e) **ten hard copies**, i.e. one original and nine photocopies, and one softcopy (in Microsoft Word format in a compact disc) of Appendix 4 – Tenderer’s Relevant Experience;
- (f) **three hard copies**, i.e. one original and two photocopies, of Appendix 5 – Tenderer’s Profile;
- (g) **three hard copies**, i.e. one original and two photocopies, of Appendix 6 – Price Proposal;
- (h) **three certified hard copies**, of
 - (i) Certificate of Incorporation and Certificate of Change of Name (where applicable) of the Tenderer;
 - (ii) valid Business Registration Certificate of the Tenderer (if any) as at the Tender Closing Date;
- (i) **three hard photocopies** of the Tenderer’s constitution and any amendment thereto certified as correct by its chief executive where the Tenderer is incorporated under any Ordinance other than Cap. 622 and Cap. 306; and
- (j) **three hard copies**, i.e. one original and two photocopies, of a board resolution showing that the authorised person(s) who signed Part III – Offer to be Bound has/ have the authority to sign it for and on behalf of the

Tenderer. Any other document such as Letter of Authorisation will not be accepted for this purpose.

- 5.3 In the event of any discrepancy between the softcopy and the hard copy of any tender submission, unless the Government wishes to seek clarification, the original hard copy will prevail.
- 5.4 All Tenders must be addressed to the Chairman, Central Tender Board and deposited in the Government Secretariat Tender Box located at Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong or at any other location as directed and announced by the Government (“Specified Tender Box”). Tenders by e-mail or by facsimile will NOT be considered.
- 5.5 The operation plan and the price proposal submitted by the Operator will, subject to any modification as may be agreed with the Government, be incorporated into and form part of the Contract.

6. Tender Closing Date

- 6.1 All Tenders MUST be deposited in the Specified Tender Box before 12:00 noon (Hong Kong time) on the Tender Closing Date. A Tender deposited in the Specified Tender Box at or after 12:00 noon (Hong Kong time) on the Tender Closing Date, or a Tender not deposited in the Specified Tender Box, will NOT be considered.
- 6.2 In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/ are in force for any duration between 09:00 a.m. and 12:00 noon (Hong Kong time) on the Tender Closing Date, the closing time will be extended to 12:00 noon (Hong Kong time) on the first working day after the Tropical Cyclone Warning Signal No. 8 or above is cancelled or lowered or after the Black Rainstorm Warning Signal and “extreme conditions after super typhoons” have ceased to be in effect.
- 6.3 In case of blockage of the public access to the location of the Specified Tender Box at any time between 09:00 a.m. and 12:00 noon (Hong Kong time) on the Tender Closing Date, the Government will announce extension of the Tender Closing Time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).
- 6.4 The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender submission submitted and/or deposited by Tenderers in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any

outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning Tender submission as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

- 6.5 The Government reserves the right to extend at its sole discretion the Tender Closing Date at any time and from time to time.

7. Tenders to Remain Open

- 7.1 All Tenders must remain valid and open for acceptance on these terms for a period of 180 days from the Tender Closing Date.
- 7.2 Without prejudice to other rights and claims of the Government, if a Tender is withdrawn before the expiry of the period referred to in Clause 7.1 above, the Government will take notice of such withdrawal, and this may prejudice the Tenderer's future standing as a Government service provider.

8. Tender Evaluation

All Tenders will be evaluated in accordance with the Marking Scheme as set out in Appendix 7 hereto.

9. Operator's Enrolment in the Elderly Health Care Voucher Scheme

A Tenderer should note that the Operator under the Contract shall enrol in the Elderly Health Care Voucher Scheme as a Healthcare Service Provider thereof in respect of the whole DHC Scheme including the services to be provided by the Healthcare Professionals in the DHC Network and other services to be provided in the DHC Network under Clause 2(i) of Part V – Conditions of Contract. Such obligation includes but not limited to entering into the necessary agreements with the Government and handling the administrative and financial matters arising from the Operator's enrolment in the Elderly Health Care Voucher Scheme under the said agreements.

10. Tenderers' Responses to Government's Enquiries

In the event that the Government determines that –

- (a) clarification in relation to any part of a Tender is necessary; or
- (b) a document or a piece of information other than (i) the original duly signed

Part III – Offer to be Bound; (ii) a duly completed operation plan; (iii) a duly completed proposal on Key Personnel and (iv) a duly completed price proposal, is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the missing document or information. The Tenderer concerned shall thereafter within 5 working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Tender will not be considered further if complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government. Without prejudice to the foregoing, any excess proposal or information supplied by a Tenderer which goes beyond what has been requested by the Government will be ignored for the purposes of the evaluation or will entitle (but not oblige) the Government to disqualify the Tenderer concerned. As an alternative to seeking clarification or further information or document, the Government may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.

11. Offer to be Binding

A Tenderer is deemed to have satisfied itself as to the correctness of its tender. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.

12. Award of Contract

12.1 The successful Tenderer will within the Tender Validity Period, receive a letter of conditional acceptance (“Letter of Conditional Acceptance”), by facsimile, by post or by email, from the Government notifying conditional acceptance of its tender subject to its punctual performance of the following –

- (a) submission of the Contract Deposit as referred to in Clause 14 below; and
- (b) any other condition as the Government may specify in the Letter of Conditional Acceptance.

12.2 Unless otherwise agreed by the Government, the Letter of Conditional Acceptance will lapse and be of no effect where the Tenderer fails to fulfil any of the conditions specified above.

12.3 Upon satisfactory completion of the conditions specified in Clause 12.1 above, the Government will issue a Memorandum of Acceptance to the successful Tenderer, by facsimile, by post or by email, whereupon a legally binding Contract will be constituted between the Government and the successful Tenderer.

12.4 Tenderers who do not receive any notification within the Tender Validity Period may assume that their tenders are not accepted. Details of the tender result will be published at the website –

https://www.fhb.gov.hk/en/tender/211200_twdhc/award.html

13. Savings

13.1 The Government is not obliged to accept the Tender with the highest combined score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

13.2 The Government reserves the right to negotiate with any Tenderer the terms of its Tender.

14. Contract Deposit

The successful Tenderer recommended for the award of the Contract will be required to, within 21 working days from the date of a Letter of Conditional Acceptance or a date to be specified by the Government, furnish to the Government a banker's guarantee issued by a bank holding a valid banking licence under the Banking Ordinance (Cap. 155) in the sum of HK\$4 million, or HK\$5 million if being unable to provide adequate financial information for a meaningful assessment to be conducted or having failed the financial vetting, in the form as set out in Appendix 8 hereto as security for the due and proper performance and observance by it of its obligations under the Contract.

15. Cancellation of Tender

The Government reserves the right to cancel this Invitation to Tender and the Government is not bound to give any reasons therefor.

16. Cost of Tender Preparation

All costs incurred by a Tenderer in association with the preparation and submission of its Tender shall be borne by that Tenderer.

17. Addendum

The Government may issue addendum to the terms and conditions set out in the Tender Documents before the Tender Closing Date. If any addendum is issued after the Tender Closing Date, Tenderers will be asked to confirm compliance with the addendum, failing which their Tenders may be disqualified.

18. Performance Monitoring

Tenderers are advised that should they be awarded the Contract, their subsequent performance will be monitored and may be taken into account when the Government evaluates any tenders or quotations that the successful Tenderer may submit in the future. A Tender will be rejected if at any time before the Tender Closing Date the Tenderer is under suspension from tendering for Government tenders.

19. Documents of Tenderers

The Government is not obliged to return any tender submissions to the Tenderers and documents submitted by unsuccessful Tenderers may be destroyed not less than 3 months after the Commencement Date.

20. Consent to Disclose

20.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer, particulars of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer and the estimated contract price.

20.2 Nothing herein shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified herein) if the disclosure is made under any one of the following circumstances –

- (a) the disclosure of any information to any public officer or public body (as defined in the Interpretation and General Clauses Ordinance (Cap. 1)) or any other person employed, used or engaged by the Government (including advisers, consultants and contractors);
- (b) the disclosure of any information already known to the recipient;
- (c) the disclosure of any information which is public knowledge;
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong or an order of a court of Hong Kong or a tribunal with competent jurisdiction; or
- (e) without prejudice to the power of the Government under Clause 20.1 above, to the extent the information relates to a Tenderer, with the prior consent of the Tenderer.

21. Personal Data Provided

21.1 A Tenderer must be responsible for procuring all requisite consents from all relevant individuals for the disclosure of their personal data in the tender

submitted by that Tenderer, and acknowledgements from these individuals that their personal data may be disclosed by the Government for the purposes of evaluation of tenders, resolution of any dispute arising from this Invitation to Tender, administration and enforcement of the Contract. The persons to whom the personal data may be disclosed include officers within the Government, any professional advisers, consultants or contractors of the Government and tribunals or courts having jurisdiction to resolve any dispute.

- 21.2 Tenderers or the relevant individuals to whom such personal data belong shall have the right of access and correction with respect to personal data provided in sections 18 and 22, and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the personal data provided in the Tender. Enquiries concerning the personal data collected by means of the Tender, including the making of access and correction, shall be addressed to –

Senior Executive Officer (Administration)
Food and Health Bureau
18/F, East Wing, Central Government Offices
Tamar, Hong Kong
Telephone: (852) 3509 8769
Facsimile: (852) 2541 3352
E-mail: enquiry@fhb.gov.hk

22. Warranty against Bribery

- 22.1 The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 22.2 The successful Tenderer must inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The successful Tenderer must also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

23. Warranty against Collusion

- 23.1 By submitting a Tender, a Tenderer is regarded to have represented and warranted to the Government that in relation to the Invitation to Tender –

- (a) save with the prior written consent of the Government, it has not communicated and will not communicate to any person other than the Government the amount of any price submitted in its Tender;
- (b) it has not fixed and will not fix the amount of any price submitted in its Tender by arrangement with any person;
- (c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a Tender; and
- (d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

23.2 In the event that a Tenderer is in breach of any of the representations and/ or warranties in Clause 23.1 above, the Government will be entitled to, without compensation to any person or liability on the part of the Government –

- (a) reject the Tenderer's Tender;
- (b) if the Government has accepted the Tender, withdraw its acceptance of the Tender; and
- (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract.

23.3 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/ or warranties in Clause 23.1 above.

23.4 A breach by a Tenderer of any of the representations and/ or warranties in Clause 23.1 above may prejudice its future standing as a Government contractor or service provider.

23.5 Clause 23.1 above has no application to a Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its Tender, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its Tender.

23.6 The rights of the Government under Clauses 23.2 to 23.4 are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

24. Enquiries

24.1 Any enquiries concerning the submission of tenders prior to the Tender Closing Date can be directed to one of the following officers –

Chief Executive Officer (Health) 5A
Team 5, Health Branch
Food and Health Bureau
11/F, THE HUB, 23 Yip Kan Street,
Wong Chuk Hang, Hong Kong
Telephone: (852) 2205 2462
Facsimile: (852) 2556 2638
E-mail: twdhctender@fhb.gov.hk

Senior Executive Officer (Health) 5A
Team 5, Health Branch
Food and Health Bureau
11/F, THE HUB, 23 Yip Kan Street,
Wong Chuk Hang, Hong Kong
Telephone: (852) 2205 2467
Facsimile: (852) 2556 2638
Email: twdhctender@fhb.gov.hk

- 24.2 After lodging their Tenders with the Government, Tenderers shall not attempt to initiate any further contact, whether direct or indirect, with the Government on their Tenders. The Government shall have the sole right to initiate any such further contact and all such contacts, and any reply of the Tenderer thereto shall normally be in writing.
- 24.3 Unless otherwise expressly stated by the Government, no statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer or Tenderer shall be deemed to negate, waive or otherwise limit any of the terms or conditions as set out in the Tender Documents.

25. Disclaimer

All information, statistics, forecasts and projections provided by the Government in connection with this Invitation to Tender (including those set out in the Tender Documents) (collectively “Information”) are for reference only. The Government gives no warranty, representation or undertaking as to their accuracy, reliability or completeness. The Government accepts no liability whatsoever for (a) the accuracy, completeness or reliability or otherwise of any such Information; and (b) any claim, legal proceeding, liability, loss (including any direct or indirect loss, and any loss of revenue, profit, business, contract or anticipated savings) or damage (including any direct, special, indirect or consequential damage of any nature whatsoever); and (c) any increased costs and expenses, which any Tenderer or any other person may sustain or incur, arising from its reliance on any information.

26. Complaints about Tendering Process or Contract Award

The tendering exercise is subject to internal monitoring to ensure that the process is proper and fair. Any Tenderer who feels that its Tender has not been fairly evaluated may write to the Secretary for Food and Health who will personally examine the complaint and refer it to the approving authority/ relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within 3 months after the award of Contract.

27. Licence to use Tender

A Tender once submitted will become the property of the Government. The Government shall have the right to do any acts restricted by sections 22 to 29 of the Copyright Ordinance (Cap. 528) in respect of the Tender and its accompanying documents (in hard and soft copies) submitted by the Tenderer for purposes including but not limited to assessment, contract management, record keeping, presentation and demonstration related to the Services, and the disclosure made pursuant to Clause 20.1 above and all other purposes incidental thereto.

Appendix 1 to Part II – Terms of Tender

Operation Plan

Notes for Tenderer

1. Tenderers are advised to read the following notes carefully before they proceed to complete this operation plan –
 - (a) A Tenderer shall prepare the operation plan in accordance with the format as set out in this Appendix 1 and provide information under each specific item (*e.g. A1, B1 and C1*) accordingly.
 - (b) Where applicable, a Tenderer may provide cross-references in one item to other items to the extent they relate to the same matter. Marks will be given on the basis of information contained in each item only, unless cross-references to other items which relate to the same matter are provided, in which case, the information contained in such other items may be considered to the extent relevant.
2. A Tenderer shall ensure that its operation plan complies with the requirements set out in Part V – Conditions of Contract, Part VI – Service Specifications and the DHC Service Manual and Guidelines.
3. **The operation plan submitted by the Operator will be incorporated as part of the Contract subject to such modification as may be agreed by the Government.**

A	Proposals for DHC Operation
A1	<p>With reference to Part VI – Service Specifications, Tenderers should set out the following –</p> <ul style="list-style-type: none"> (i) plans for setting up and utilising the Core Centre; (ii) proposed functions to be served at the Satellite Centres; (iii) plans for setting up the Satellite Centres and strategy to identifying premises if physical locations have yet to be identified at the time of submission of the Tender; and (iv) an indicative list of the furniture and equipment to be procured for the DHC Centres, including both the Core Centre and the Satellite Centres, at Annex A hereto.
A2(a)	<p>Please set out the proposed composition of the staff team (including Core Team and other staff) for the delivery of the Services. If the proposal involves staff in addition to the minimum number of staff required in the Core Team as set out in Schedule D to Part V – Conditions of Contract, the Tenderer should explain their intended roles and duties. Besides Healthcare Professionals, the Tenderers may propose additional supporting staff such as administrative and care service support staff. Please set out the proposal in the table at Annex B hereto.</p> <p>Please explain the recruitment strategies and timelines (for recruitment and for having the staff in place).</p>
A2 (b) - (d)	<p>Tenderers should set out their strategies and timelines for recruiting M&H Practitioners in the DHC Network, including Medical Practitioners, Healthcare Professionals and service providers who conduct Health Assessments (such as laboratory test and optometry assessment), for delivery of the Services. Tenderers are required to include in the DHC Network as many M&H Practitioners and diversified service outlets as possible, but those with practice places located in the Tsuen Wan District should be given priority.</p> <p>Please also set out the plan on how to engage different M&H Practitioners in the DHC Network to develop/ deliver different activities/ programmes to meet the needs of different groups/ categories of clients.</p> <p>Please complete the table at Annex C hereto on the numbers of M&H Practitioners in the DHC Network committed to engage.</p>
A3	<p>Tenderers should set out their plans for –</p> <ul style="list-style-type: none"> (i) delivering Primary Prevention services, covering the proposed scope and mode of service delivery. Tenderers should also indicate how the objectives can be achieved and set out the strategies for meeting the Service Output Targets; (ii) delivering Secondary Prevention services, covering the proposed

	<p>scope and mode of service delivery. Tenderers should also indicate how the objectives can be achieved and set out the strategies for meeting the Service Output Targets;</p> <ul style="list-style-type: none"> (iii) delivering Tertiary Prevention services, covering the proposed scope and mode of service delivery. Tenderers should also indicate how the objectives can be achieved and set out the strategies for meeting the Service Output Targets; (iv) attracting different groups of DHC Clients taking into account district-specific needs, e.g. those of different genders, ethnicities and ages; (v) increasing service accessibility for clients in different parts of the district and clients with different needs, e.g. providing barrier free facilities, out-reaching services and additional service outlets; (vi) promotion and publicity on the objectives and the Services provided under the DHC Scheme; and (vii) performing the role of a district resource hub in collating and deploying local resources (such as partnering with local NGOs, community groups and private sector) to strengthen public-private partnership and medical-social collaboration in the district, e.g. developing a database of local healthcare and related social resources, carry out community healthcare programmes, etc. <p>Tenderers may propose service volumes that exceed the proposed Service Output Targets of the Government (Schedule C to Part V - Conditions of Contract) with justifications and explanations on how to achieve such proposals.</p>
A4	<p>In accordance with the proposed staff plan set out at item A2(a) above, Tenderers should set out the management structure, including the organisation of the Core Team and other staff, reporting lines, division of responsibilities and duties, administrative mechanism, details of staff appraisal/ monitoring system to ensure delivery of quality service and staff training programmes for performance of the Contract.</p>
A5	<p>Tenderers should set out their plans for monitoring the operation of the DHC Scheme.</p> <p>Key aspects include but are not limited to –</p> <ul style="list-style-type: none"> (i) clients’ journey, such as handling of walk-in DHC Clients, logistics and waiting time; (ii) coordination of care and referral; (iii) development and use of information technology (IT) and eHRSS, as well as measures outside of the IT Platform, by M&H Practitioners for recording and communication of the Services; (iv) integrity of the processing of all financial related procedures and records; (v) proper client record keeping and matters associated with personal

	<p>data protection; and</p> <p>(vi) quality assurance of the Services provided by DHC Centres and M&H Practitioners in the DHC Network (e.g. inspection and regular assessment).</p>
B	Proposals for Contingency and Risk Management System
B1	<p>Tenderers should set out a sound contingency and risk management system covering safety and service sustainability aspects. The system shall cover –</p> <ul style="list-style-type: none"> (i) operation plans during contingency or emergency situations, for example setting out how resources and manpower could be deployed and specifying strategies of the continuation of the Services; (ii) plans for communicating the contingency and risk management system to DHC Clients, caregivers, staff and stakeholders during service delivery; (iii) plans for avoiding service interruption due to changes in the staff team and/ or M&H Practitioner(s) in the DHC Network and action plans for replacement of the Key Personnel in case of prolonged vacancy; and (iv) plans for data protection and avoiding personal data breach. <p>Please set out the plans in the proforma at Annex D hereto.</p>
C	Innovative Suggestions
C1	<p>Tenderers are encouraged to provide Type I Innovative Suggestions by applying advance technologies, creative ideas or user-friendly devices when delivering the Services under the DHC Scheme to promote and ultimately enhance the quality or effectiveness of the Services and programmes.</p> <p>Tenderers are also encouraged to provide Type II Innovative Suggestions which may not be directly relevant to the Services or necessarily be technology-related, but can bring positive values and/ or benefits to the public or the public sector.</p> <p>Tenderer shall specify the type (Type I or Type II) of the proposed Innovative Suggestions in their proposals. Innovative Suggestion(s) without specifying its type will only be assessed as Type I Innovative Suggestion.</p> <p>Please note that the proposals in this part are subject to the agreement of the Government.</p>

Name of the Tenderer (in block letters):	
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Annex A to Item A1(v), Part A of Operation Plan

Proposed List of Furniture and Equipment¹ to be Procured for the DHC Centres²

Note to Tenderers: Please provide an indicative list of the furniture and equipment to be procured for the DHC Centres.

Categories	Furniture and Equipment Items (or equivalent) to be Procured	Functions	For Core Centre/ Satellite Centres/ Others (please specify)
(a)			
(b)			
(c)...			

¹ Examples of Category are “Equipment – Health promotion and education/ Assessment/ Treatment/ Others”, “Furniture”, etc.

² The above list of items is subject to the approval by the Government before procurement. The total cost of furniture and equipment to be procured for DHC Centres will be capped at the ceiling proposed by the Tenderer in Part E of Appendix 6 and subject to the agreement of the Government. The Government will fund the procurement of these items on a reimbursement basis subject to the terms of the Contract.

Annex B to Item A2(a), Part A of Operation Plan

Staffing Plan³

Part A - Core Team

(Note to Tenderers: Please set out the proposal in respect of qualifications and experience of the proposed Key Personnel in Appendix 2 to Part II – Terms of Tender according to Clause 3.1 of Part II – Terms of Tender.

In respect of posts in the Core Team other than the Key Personnel, please refer to Schedule D to Part V – Conditions of Contract as reference when you propose the number of each of such posts below.)

Posts ⁴	Minimum No. of Posts	Additional No. of Posts	Total No. of Posts	Staff Deployment Schedule ⁵ (for additional staff only)
Executive Director (Key Personnel)	1		1	
Chief Care Coordinator (Key Personnel)	1		1	
Care Coordinator	5			
Nurse	3			
Physiotherapist	2			
Occupational Therapist	2			
Pharmacist	1			
Social Worker	3			
Dietitian	1			
Administrative Staff				
(a) Administrative Manager	1			
(b) Accounting Manager	1			

³ Cost on the proposed staff team shall be set out at **Price Proposal** in Appendix 6 to Part II – Terms of Tender.

⁴ Minimum qualification, minimum experience and responsibilities of the posts, etc. are set out in Schedule D to Part V – Conditions of Contract. If the minimum qualification, minimum experience, and/ or level of responsibilities of any Core Team staff proposed in Part A above exceed the minimum requirements set out in Schedule D to Part V – Conditions of Contract, please provide details of the proposed requirements of the posts concerned separately in this Annex B.

⁵ Please take note of Clause 2 of Section A in Part VI – Service Specifications for the schedule of engagement of the Core Team and other staff.

Part II - Terms of Tender - Appendix 1

Posts ⁴	Minimum No. of Posts	Additional No. of Posts	Total No. of Posts	Staff Deployment Schedule ⁵ (for additional staff only)
(c) Information Technology Officer	1			
(d) Other administrative staff (please provide details of the proposed posts in Part B below)	5			
Total	27			

Part B - The Five Other Administrative Staff Proposed under the Core Team

Administrative Staff Posts ⁴	No. of Posts	Proposed Minimum Qualification	Proposed Minimum Experience	Proposed Responsibilities	Staff Deployment Schedule ⁵ (for additional staff only)
(a)					
(b)					
(c)					
(d)					
(e) ...					

Part C - Other Posts Proposed by the Tenderer to Work at the DHC Centres

Posts	Proposed No. of Posts	Proposed Minimum Qualification	Proposed Minimum Experience	Proposed Responsibilities	Staff Deployment Schedule	For Core Centre/ Satellite Centres
(a)						
(b)						
(c) ...						

Annex C to Item A2(b) – (d), Part A of Operation Plan

**Numbers of M&H Practitioners in the DHC Network
Committed to be Engaged to the DHC Scheme**

Categories	Minimum Requirement (Note 1) (aa)	Additional M&H Practitioners Committed to Engage (Note 2)		Total number of M&H Practitioners Committed to Engage i.e. (aa)+(bb)	
		District	Number (bb)		
(a) Medical Practitioner	10#				
(b) Chinese Medicine Practitioner	10				
(c) Dietitian	(1)*	10			
(d) Occupational Therapist	(1)*				
(e) Physiotherapist	(1)*				
(f) Speech Therapist	(1)*				
(g) Podiatrist	(1)*				
(h) Laboratory service provider for Health Assessment	(1)*				
(i) Optometrist for optometry assessment	(1)*				
(j) Other Category proposed (please itemise)					
Total	30				

Practice places of at least 5 Medical Practitioners must be located in the Tsuen Wan District.

* Minimum requirement for the category.

Note 1

The Operator shall –

- (a) no later than 60 days before the Operation Date propose its plan for engaging M&H Practitioners for the DHC Network by the Operation Date in order to meet the minimum requirements specified in paragraphs 4(a) and (b) of Section G of Part VI - Service Specifications, in a form to be provided by the Government, for the approval of the Government Representative; and
- (b) launch and operate the DHC Network which has been approved by the Government and with numbers of M&H Practitioners as approved by the Government that meet the minimum requirements specified in paragraphs 4(a) and (b) of Section G of Part VI - Service Specifications by the Operation Date and throughout the Term.

Note 2

The Operator shall engage the total number of M&H Practitioners it proposed in this Annex C and as accepted by the Government, and launch and operate the DHC Network within 6 months from the Operation Date and throughout the Term.

Annex D to Item B1, Part B of Operation Plan

Contingency and Risk Management System

Tenderers should set out a sound contingency and risk management system covering safety and service sustainability aspects. The system shall cover –

(a) operation plans during contingency or emergency situations, for example setting out how resources and manpower could be deployed and specifying strategies of the continuation of Services;

(b) plans for communicating the contingency and risk management system to DHC Clients, caregivers, staff and stakeholders during service delivery;

(c) plans for avoiding service interruption due to changes in the staff team and/ or M&H Practitioner(s) in the DHC Network and action plans for replacement of Key Personnel in case of prolonged vacancy; and

(d) plans for data protection and avoiding personal data breach.

Appendix 2 to Part II – Terms of Tender

Proposal on Key Personnel

1. **Tenderers should note that they shall satisfy the Essential Requirements set out in Clause 3.1 of Part II – Terms of Tender in respect of the Key Personnel. Otherwise, its Tender will be disqualified and will not be further considered. As such, Tenderers are reminded to carefully read Clause 3.1 of Part II – Terms of Tender.**

2. For the purpose of evaluating proposals submitted herein:-
 - (a) Even if a Tenderer claims its proposed Executive Director or Chief Care Coordinator had part-time employment, only employment with the same employer for 4 weeks or more continuously (each of such weeks included at least 18 working hours) will be treated as part-time employment;
 - (b) The number of years of each part-time employment that meets the experience requirements set out in Clause 3.1 of Part II – Terms of Tender will be calculated in half;
 - (c) If the proposed Executive Director or Chief Care Coordinator below had more than one part-time employment concurrently, only one part-time employment will be counted for such overlapping time; and
 - (d) If the proposed Executive Director or Chief Care Coordinator below had part-time or full-time employment concurrently, only the full-time employment will be counted.

3. Experience of the Proposed Key Personnel

(a) Executive Director

Name of the proposed Executive Director –

(Chinese)_____ (English)_____

Number of aggregate years of administrative experience in supervisory positions in the fields of public administration, medical, healthcare, community service operations or other similar fields as considered relevant by the Government, acquired by the proposed Executive Director within the 15 years immediately prior to the Original Tender Closing Date –

Part II - Terms of Tender - Appendix 2

Name of Organisation/ Company	Post	Type of Employment	Duration of Employment meeting the related requirements under Clause 3.1 of the Terms of Tender (Note 1)		Number of Years of Employment meeting the related requirements under Clause 3.1 of the Terms of Tender (Note 2)
			From (dd/mm/yy)	To (dd/mm/yy)	
		(Please indicate Full-time/ Part-time)			
Total number of aggregate years –					

Note 1: Duration of employment, regardless of full-time or part-time, shall not overlap.

Note 2: Qualified part-time employment should be indicated in half.

Serial No.	Supporting Documents	Annex No.

Number of aggregate years of administrative experience in supervisory positions in the fields of public administration, medical, healthcare, community service operations or other similar fields as considered relevant by the Government, acquired by the proposed Executive Director prior to the 15 years immediately prior to the Original Tender Closing Date –

Name of Organisation/ Company	Post	Type of Employment	Duration of Employment with Supervisory Experience		Number of Years of Supervisory Experience (Note 1)
			From (dd/mm/yy)	To (dd/mm/yy)	
		(Please indicate Full-time/ Part-time)			
Total number of aggregate years –					

Serial No.	Supporting Documents	Annex No.

(b) Chief Care Coordinator

Number of aggregate years of experience in nursing practice as a Registered Nurse acquired by the proposed Chief Care Coordinator within the 15 years immediately prior to the Original Tender Closing Date –

Name of the proposed Chief Care Coordinator –

(Chinese) _____ (English) _____

Name of Organisation/ Company	Post (Note 3)	Type of Employment	Duration of Employment meeting the related requirements under Clause 3.1 of the Terms of Tender (Note 1)		Number of Years of Employment meeting the related requirements under Clause 3.1 of the Terms of Tender (Note 2)
			From (dd/mm/yy)	To (dd/mm/yy)	
		(Please indicate Full-time/ Part-time)			
Total number of aggregate years –					

Note 3: Please indicate in this column if the nursing practice was/ has been in community nursing or primary care or public health nursing, if applicable.

Serial No.	Supporting Documents (Note 4)	Annex No.

Note 4: Please provide documentary proof (e.g. certificate/ transcript) if the proposed candidate completed either:

- (1) Post-registration Certificate Course in Community Nursing; or
- (2) Post-registration Certificate Course in Primary Health Care Nursing organised by Institute of Advanced Nursing Studies; or
- (3) Post-registration Certificate Course in Primary Health Care Nursing (DHC module) organised by Hong Kong Academy of Nursing Limited;
- (4) or equivalent.

Appendix 3 to Part II – Terms of Tender

Tenderer’s Financial Information

Part A - Evidence of financial viability and capability of the Tenderer	
1	<p>Full sets of audited financial statements¹ of the Tenderer for the past 3 Financial Years prior to the Original Tender Closing Date are attached in Annex _____, which shall comply with the following –</p> <ul style="list-style-type: none"><input type="checkbox"/> audited financial statements of the Tenderer for each of the respective Financial Year shall be the originals or certified true copies by the Tenderer’s auditor;<input type="checkbox"/> the latest set of audited financial statements of the Tenderer shall be for a period ending no more than 18 months before the Original Tender Closing Date;<input type="checkbox"/> each full set of audited financial statements of the Tenderer shall contain the directors’ report, auditors’ report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the financial statements;<input type="checkbox"/> if the Tenderer is a Subsidiary of another company, apart from the “company-only” audited financial statements reflecting the financial position and results of the Tenderer itself, the audited consolidated financial statements reflecting the financial position of the group as a whole shall also be submitted. <p><i>(Please put a ✓ in the appropriate box and assign an Annex number sequentially)</i></p>

¹ All such financial statements must have been audited by a Hong Kong Certified Public Accountant (Practising) whose name appears on the gazetted list of Hong Kong Certified Public Accountants. Each set of audited financial statements shall be prepared in accordance with the relevant laws of Hong Kong and the international accounting standards as in effect from time to time and consistently applied in Hong Kong (including the Accounting Standards and Accounting Guidelines as the Hong Kong Institute of Certified Public Accountants may issue and update from time to time) and duly audited, dated and signed by a Hong Kong Certified Public Accountant (Practising) as specified above. Unaudited financial statements are acceptable only if the Tenderer is an unincorporated entity where audited accounts are not mandatorily required or a newly established company where the first audited financial statements are not yet available. The unaudited financial statements must be certified by the sole proprietor, partners, directors of the Tenderer or certified public accountants as the case may be.

Part A - Evidence of financial viability and capability of the Tenderer	
2	<p>Projected statements of profit or loss and other comprehensive income and statement of cash flows in respect of each year, including the pre-operation period, covered under the whole Term of the Contract are attached in Annex _____, which shall be as set out below –</p> <ul style="list-style-type: none"> <input type="checkbox"/> Two sets of projected statements of profit or loss and other comprehensive income and statement of cash flows shall be submitted, with one set for the Services and another for the Tenderer as a whole. The projected statements should be certified by the Tenderer’s chief executive. The projections shall show separately the projected revenue, projected operating expenses, sources of finance, and other particulars, item by item. The bases and major assumptions for the projections and all the supporting schedules and detailed calculations shall be provided. <p><i>(Please put a ✓ in the appropriate box and assign an Annex number sequentially)</i></p>
3	<p>Proposed financing which may be required from financial institutions for performance of the Services.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Yes, document (e.g. original letters from bankers confirming lines of credit facilities available, balances of Tenderer’s bank accounts and deposits, agreements confirming long-term loans obtained, or to be obtained from parent company) is attached in Annex_____. <input type="checkbox"/> No, financing from financial institutions is not required. <p><i>(Please put a ✓ in the appropriate box and assign an Annex number sequentially)</i></p>

Part B – Tenderer’s consolidated gross revenue based on the latest three years’ audited financial statements prior to the Original Tender Closing Date			
Year	Year of Audited Financial Statements	Consolidated Gross Revenue ² (HK\$)	Supporting Document Annex No. ³
1			
2			
3			
Average Amount of Consolidated Gross Revenue per year			

Note: The latest set of audited financial statements of the Tenderer shall be for a period ending no more than 18 months before the Original Tender Closing Date.

² In general, Tenderer shall report its own gross revenue in this table. In case the Tenderer is a Subsidiary of another company, the Gross Revenue of the group as a whole shall be used. In the event where the Tenderer is not a wholly-owned Subsidiary, gross revenue of the shareholders of the Tenderer having not less than 30% interest in the Tenderer will be counted for the purpose of counting the Consolidated Gross Revenue of the Tenderer. Consolidated Gross Revenue of the Tenderer shall be the weighted average of Gross Revenue of each Tenderer’s shareholder (which should have not less than 30% interest in the Tenderer) based on their respective shareholdings. For example, where Shareholder A and Shareholder B of a body corporate submit a Tender, with Shareholder A with HK\$10 million gross revenue and having 40% interest in the Tenderer and Shareholder B with HK\$20 million gross revenue having 60% interest in the Tenderer, the Gross Revenue of the Tenderer is HK\$10 million x 40% + HK\$20 million x 60% = HK\$16 million.

³ Please mark a reference number at the right-hand corner on the first page of each related annex and supporting documents submitted under this Appendix.

Appendix 4 to Part II – Terms of Tender

Tenderer’s Relevant Experience

Proof of and Basis for Calculating Relevant Experience																							
1	<p>A Tenderer should set out and submit appropriate documentary proof on programme/ activities details, including project objectives and scope, implementation details, no. of sessions, total attendance and outcome to support its claims in organising programmes of different categories of Relevant Experience (as defined in Part I – Interpretation) within the 3 years prior to the Original Tender Closing Date as follows-</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Name of programme/ activity</th> <th style="width: 15%;">Category under Relevant Experience</th> <th style="width: 20%;">Description on the programme/ activity*</th> <th style="width: 10%;">No. of sessions</th> <th style="width: 10%;">Total attendance</th> <th style="width: 30%;">Documentary proof, e.g. a report with detailed descriptions on project objectives and scope, how to implement, no. of sessions, attendance and outcome)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.....</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>*Tenderer may provide the descriptions in a separate paper.</p>					Name of programme/ activity	Category under Relevant Experience	Description on the programme/ activity*	No. of sessions	Total attendance	Documentary proof, e.g. a report with detailed descriptions on project objectives and scope, how to implement, no. of sessions, attendance and outcome)	1.						2.....					
Name of programme/ activity	Category under Relevant Experience	Description on the programme/ activity*	No. of sessions	Total attendance	Documentary proof, e.g. a report with detailed descriptions on project objectives and scope, how to implement, no. of sessions, attendance and outcome)																		
1.																							
2.....																							
2	<p>In general, Tenderer shall report its own Relevant Experience in the above table. In case the Tenderer is a <i>newly formed body corporate</i> and it did not organise programmes/ activities in all of the categories under Relevant Experience within the 3 years prior to the Original Tender Closing Date, relevant experience of Tenderer’s shareholders having not less than 30% interest in the Tenderer in organising programmes in the remaining categories under Relevant Experience will be counted for the purpose of calculating the Tenderer’s Relevant Experience. For example, if the Tenderer is a newly formed body corporate and has only organised programmes/ activities in the categories of health promotion and health assessment, it can also submit relevant documentary proof and set out relevant programme details of its shareholder (who should have not less than 30% interest in the Tenderer) to substantiate its claims in organising programmes in the categories of chronic disease management and community rehabilitation programmes within the 3 years prior to the Original Tender Closing Date.</p> <p>For the purpose of this Appendix, “<i>newly formed body corporate</i>” means a body corporate that has been incorporated under the Companies Ordinance (Cap. 622), the Registered Trustees Incorporation Ordinance (Cap. 306) or any other statute for less than 3 years before the Original Tender Closing Date.</p> <p>For the avoidance of doubt, personal experience gained by individual shareholder as a natural person will not be counted. The Relevant Experience of different shareholders of the Tenderer in the same programme/ project will not be double-counted.</p> <p>Relevant Experience of Tenderer’s Subsidiary will not be counted.</p>																						

Appendix 5 to Part II – Terms of Tender

Tenderer’s Profile

1	Name of the Tenderer: <i>(Name of the Tenderer shall be the same as the one specified in Part III – Offer to be Bound.)</i>	
2	Business Entity and Registration Status of the Tenderer:	
3	Registered Office/ Principal Place of Business of the Tenderer with Address:	
	Correspondence Address of the Tenderer: <i>(If different from the above address)</i>	
4	Name and Address of Each Director: <i>(Insert more rows for completion if appropriate)</i>	
	Name:	Address:
	Name:	Address:
	Name:	Address:
5	Information required under Clause 4.10 (d) of Part II – Terms of Tender * (a) I/ We confirm that none of the contract defaults as mentioned in Clause 4.10 (d) of Part II – Terms of Tender has ever occurred. * (b) I/ We confirm that the following contract default(s) as mentioned in Clause 4.10 (d) of Part II – Terms of Tender has occurred and hereby authorise FHB to obtain information from the relevant Government bureaux/ departments and give consent to the bureaux/ departments concerned to provide information as mentioned for the purpose of tender evaluation.	
	<u>Date</u>	<u>Details of the contract default</u>
	* Please delete whichever is not applicable.	

Part II - Terms of Tender - Appendix 5

6	Authorised Contact Person of the Tenderer:	
	(a)	Signature:
	(b)	Name:
	(c)	Post:
	(d)	Office Tel Number:
	(e)	Facsimile Number:
	(f)	E-mail Address:

Appendix 6 to Part II – Terms of Tender

Price Proposal

Part A – Proposed Monthly Basic Fee

	Items	Minimum No. of Posts	Proposed No. of Posts¹	Cost HK\$ (per month)
1a	Members of the Core Team			
	Executive Director	1		
	Chief Care Coordinator	1		
	Care Coordinator	5		
	Nurse	3		
	Physiotherapist	2		
	Occupational Therapist	2		
	Pharmacist	1		
	Social Worker	3		
	Dietitian	1		
	Administrative Staff			
	(a) Administrative Manager	1		
	(b) Accounting Manager	1		
(c) Information Technology Officer	1			
(d) Other administrative staff (please itemise)	5			

¹The proposed number of personnel shall be the same as or larger than the minimum number.

Part II - Terms of Tender - Appendix 6

	Items	Minimum No. of Posts	Proposed No. of Posts¹	Cost HK\$ (per month)
1b	Other posts proposed by the Tenderer in Part B of Annex B to Appendix 1 hereto to be stationed in the Core Centre (a) (b) (c)			
	Sub-total of items 1a and 1b			
2	Administrative Costs for Operation of the Core Centre and the DHC Network (with breakdown) including without limitation – (a) Promotion and publicity for the DHC Scheme (b) Utilities and other outgoings of the Core Centre (c) Minor repairs and maintenance works in respect of the Core Centre (d) Administrative overheads (e) Non-recurrent expenditure (for expenses expected to be incurred upon contingent events or when special need arises) # (f) Others (please itemise)			
	Sub-total of item 2			
3	Expenditure for each proposed Innovative Suggestion #			

Part II - Terms of Tender - Appendix 6

	Items	Minimum No. of Posts	Proposed No. of Posts¹	Cost HK\$ (per month)
	(a) Staff Cost (i) (ii)			
	(b) Other Related Cost (please itemise)			
	Sub-total of item 3			
	Monthly Basic Fee * (items 1a+1b+2+3) = (A)			
	Inflation rate included in (A)? If yes, please indicate the rate and respective cost items (if applicable) ^			
	Monthly Basic Fee x 36 Months = (AA)			

* This figure will be binding on the successful Tenderer once its Tender is accepted. The successful Tenderer may adjust the cost allocation amongst sub-items of the Monthly Basic Fee, subject to prior agreement in writing with the Government Representative.

Payment of this expenditure item is subject to prior agreement of the Government.

^ If the proposed Monthly Basic Fee has already included inflation, the Government reserves the right to withhold any upward adjustments to the Monthly Basic Fee in the manner specified in Clause 5.3 (c) of Part V – Conditions of Contract.

Part B – Proposed Monthly Operation Cost of Satellite Centres

	Items	Proposed No. of Posts	Cost HK\$ (per month)
1	Tsuen Wan (East)		
	(a) Staff Cost*		
	(i)	(i)	
	(ii)	(ii)	
	(iii)	(iii)	
	(b) Other Operation Cost		
	(i) Rental		
	(ii) Others (please itemise)		
	Sub-total (Tsuen Wan (East))		
2	Tsuen Wan (South)		
	(a) Staff Cost*		
	(i)	(i)	
	(ii)	(ii)	
	(iii)	(iii)	
	(b) Other Operation Cost		
	(i) Rental		
	(ii) Others (please itemise)		
	Sub-total (Tsuen Wan (South))		
3	Tsuen Wan (West)		
	(a) Staff Cost*		
	(i)	(i)	
	(ii)	(ii)	
	(iii)	(iii)	
	(b) Other Operation Cost		
	(i) Rental		
	(ii) Others (please itemise)		
	Sub-total (Tsuen Wan (West))		
4	Tsuen Wan (North)		
	(a) Staff Cost*		
	(i)	(i)	
	(ii)	(ii)	
	(iii)	(iii)	

Part II - Terms of Tender - Appendix 6

Items	Proposed No. of Posts	Cost HK\$ (per month)
(b) Other Operation Cost		
(i) Rental		
(ii) Others (please itemise)		
Sub-total (Tsuen Wan (North))		
Total Monthly Operation Cost of 4 Satellite Centres (items 1+2+3+4) = (B)		
Inflation rate included in (B)? If yes, please indicate the rate and respective cost items (if applicable) ^		
Total Monthly Operation Cost of all 4 Satellite Centres x 36 Months # = (BB)		

* Other posts proposed by the Tenderer in Part C of Annex B to Appendix 1 hereto to be stationed in the Satellite Centres.

The “Monthly Operation Cost of Satellite Centres for 36 months” is for the calculation of total tender price only. The payment of the Monthly Operation Cost of a Satellite Centre is set out under Clause 5.5 of Part V – Conditions of Contract and is subject to prior agreement of the Government.

^ If the proposed Monthly Operation Cost of Satellite Centres has already included inflation, the Government reserves the right to withhold any upward adjustments to the Monthly Operation Cost of Satellite Centres in the manner specified in Clause 5.6 of Part V – Conditions of Contract.

Part C – Proposed Network Health Assessment Unit Fees and Subsidy

The indicative number of assessments set out in column (D) below are provided to deduce the Total Indicative Monthly Network Health Assessment Subsidy for the purpose of Price Assessment only.

Health Assessment	Tenderer's Proposal For Price Assessment			Indicative Number of Assessments per month (D)	Total Indicative Monthly Network Health Assessment Subsidy (HK\$) (C)x(D) = (E)
	Proposed Network Health Assessment Unit Fee (HK\$ per assessment) (A)	Co-payment by DHC Clients (HK\$ per assessment) # (B)	Proposed Network Health Assessment Subsidy Payable by the Government (HK\$ per assessment) (A)-(B) = (C)**		
Laboratory test for diabetes mellitus assessment*		150		140	E1
Laboratory test for hypertension assessment*		150		100	E2
Optometry assessment*		150		110	E3
Total Indicative Monthly Network Health Assessment Subsidy i.e. (E1+E2+E3) = E4					
Total Indicative Monthly Network Health Assessment Subsidy for 36 Months i.e. (E4) x 36 months = (CC)					

* The respective health assessments should be conducted in accordance with the requirements set out in the DHC Service Manual and Guidelines.

** Binding unless otherwise agreed by the Government. The price difference between the Network Health Assessment Unit Fees and the Co-payment by DHC Clients will be absorbed by the Government.

Co-payment will be waived in full or in part for DHC Client with prescribed status based on the rate specified below in accordance with the Government's policy on medical fee waivers for public healthcare services –

Part II - Terms of Tender - Appendix 6

	Co-payment Amount (HK\$)
Standard Rate of Co-payment	150
<u>Type of prescribed status</u>	
(i) recipient of Comprehensive Social Security Assistance	0
(ii) recipient of Higher Old Age Living Allowance and aged 75 or above	0
(iii) holder of Residential Care Service Voucher with Co-payment Level 0	0
(iv) holder of Certificate for Waiver of Medical Charges (Full Waiver)	0
(v) holder of Certificate for Waiver of Medical Charges (Partial Payment 75%)	113
(vi) holder of Certificate for Waiver of Medical Charges (Partial Payment 50%)	75
(vii) holder of Certificate for Waiver of Medical Charges (Partial Payment 25%)	38

The Co-payment waived for DHC Clients will be absorbed by the Government.

Part D – Proposed Monthly Network HP Unit Fees and Subsidy

Please set out all the proposed Network HP services fees. For the purpose of Price Assessment, the Total Indicative Monthly Network HP Subsidy will be derived by applying the relevant unit fees as proposed by each Tenderer in columns (A) and (C) below to the indicative number of sessions as set out in column (D) below.

Healthcare Professional Services	Tenderer's Proposal For Price Assessment			Indicative Number of Sessions per Month (D)	Total Indicative Monthly Network HP Subsidy (HK\$) (C)x(D) = (E)
	Proposed Network HP Unit Fee (HK\$/Session) (A)	Co-payment by DHC Clients (HK\$/Session) # * (B)	Proposed Network HP Subsidy Payable by the Government (HK\$/Session) (A)-(B) = (C)**		
Physiotherapy (PT)		150		5 PTs X 7 sessions a day X 25 days = 875 sessions	E1
Occupational Therapy (OT)		150		5 OTs X 7 sessions a day X 25 days = 875 sessions	E2
Dietetic service		150		5 dietetic services X 7 sessions a day X 25 days = 875 sessions	E3
Chinese Medicine (CM) service		150		5 CMs X 10 sessions a day X 25 days = 1 250 sessions	E4
Speech Therapy (ST)		150		1 session a day X 25 days = 25 sessions	E5
Podiatric service (PS)		150		1.5 sessions a day X 25 days = 37.5 sessions	E6
Any other services offered (please itemise)				Please estimate with formula below for each service specified: [00] session a day x 25 days = [00] sessions	E(others)
Total Indicative Monthly Network HP Subsidy (E1+E2+E3+E4+E5+E6+E(others)) = E7					

Part II - Terms of Tender - Appendix 6

	Tenderer's Proposal For Price Assessment				
Healthcare Professional Services	Proposed Network HP Unit Fee (HK\$/Session) (A)	Co-payment by DHC Clients (HK\$/Session) # * (B)	Proposed Network HP Subsidy Payable by the Government (HK\$/Session) (A)-(B) = (C)**	Indicative Number of Sessions per Month (D)	Total Indicative Monthly Network HP Subsidy (HK\$) (C)x(D) = (E)
Total Indicative Monthly Network HP Subsidy for 36 Months i.e. (E7) x 36 months = (DD)					

** Binding unless otherwise agreed by the Government. The price difference between the Network HP Unit Fee and the Co-payment by DHC Clients will be absorbed by the Government.

Where the Client is referred by the Hospital Authority for community rehabilitation services, the Co-payment by DHC Client (except for CMP services which is set at \$150) will be capped at \$100. The Government will at its option adjust this Co-payment level in such manner and at such time as may be agreed with the Operator.

* Co-payment will be waived in full or in part for DHC Client with prescribed status based on the rate specified below –

	Co-payment Amount (HK\$)	
Standard Rate of Co-payment	150	100
<u>Type of prescribed status</u>		
(i) recipient of Comprehensive Social Security Assistance	0	0
(ii) recipient of Higher Old Age Living Allowance and aged 75 or above;	0	0
(iii) holder of Residential Care Service Voucher with Co-payment Level 0	0	0
(iv) holder of Certificate for Waiver of Medical Charges (Full Waiver)	0	0
(v) holder of Certificate for Waiver of Medical Charges (Partial Payment 75%)	113	75
(vi) holder of Certificate for Waiver of Medical Charges (Partial Payment 50%)	75	50
(vii) holder of Certificate for Waiver of Medical Charges (Partial Payment 25%)	38	25

The Co-payment waived for DHC Clients will be absorbed by the Government.

Part E – Proposed Set-up Cost

Proposal on Use of Set-up Cost	Amount (HK\$)
(a) Pre-operation working capital for the purpose of engaging necessary personnel, promoting the DHC Scheme, etc. (excluding the procurement of furniture and equipment for the DHC Centres as specified in (c) below)	[00] (To be disbursed by 3 equal instalments or to be amended in such manner as agreed between both parties. The first payment will be made on the 1st working day of the month after the Commencement Date and the second and third payments will be made on the 1st working day of every 2 months thereafter or otherwise as agreed between both parties.)
(b) Setting up of the Satellite Centres (excluding the procurement of furniture and equipment for the Satellite Centres which is covered by in (c) below)	[00] (To be reimbursed by the Government or otherwise as agreed between both parties.)
(c) Proposed ceiling on procurement of furniture and equipment for all DHC Centres*	[00]
Proposed Set-up Cost (items (a)+(b)+(c)) = (EE)	[00]

*The total cost of furniture and equipment to be procured for DHC Centres will be capped at the ceiling price proposed by the Operator. The ceiling price is for the calculation of total tender price only and is subject to the agreement of the Government. The Government will fund the procurement of furniture and equipment items on a reimbursement basis subject to the terms of the Contract.

Name of the Tenderer (in block letters):	
---	--

**Part F – Calculation of Total Tender Price for Price Assessment
(FOR OFFICIAL USE ONLY)**

Item
Part A – Total Monthly Basic Fee for 36 months from the Operation Date (AA)
Part B – Total Monthly Operation Cost for all 4 Satellite Centres for 36 months from the Operation Date (BB)
Part C – Total Indicative Monthly Network Health Assessment Subsidy for 36 months from the Operation Date (CC)
Part D – Total Indicative Monthly Network HP Subsidy for 36 months from the Operation Date (DD)
Part E – Proposed Set-up Cost (EE)
Indicative Value of Co-payment waived for DHC Clients to be absorbed by the Government for 36 months, amounting to HK\$6 million for 36 months (FF)
Indicative Value of Network MP Subsidy to be absorbed by the Government for 36 months, amounting to HK\$4 million for 36 months (GG)
Total Tender Price ((AA) + (BB) + (CC) + (DD) + (EE) + (FF)+(GG))

Appendix 7 to Part II – Terms of Tender

Marking Scheme

A two-envelope approach with a technical to price weighting of 70:30 will be adopted for tender evaluation. All Tenders will be assessed in the following manner.

Stage 1 – Completeness Check

- 1.1 All Tenders received will be checked to ensure completeness of the tender submission. If a Tenderer fails to submit **before the Tender Closing Time** any of the following, its Tender will not be considered further –
- (a) original duly signed **Part III – Offer to be Bound;**
 - (b) duly completed Appendix 1 to Part II – Terms of Tender **Operation Plan;**
 - (c) duly completed Appendix 2 to Part II – Terms of Tender **Proposal on Key Personnel;** and
 - (d) Appendix 6 to Part II – Terms of Tender **Price Proposal.**

Stage 2 – Compliance with Essential Requirements

- 2.1 A Tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements as set out in Clause 3.1 of Part II – Terms of Tender. A Tender which fails to meet any of the essential requirements will not be considered further.

Stage 3 – Technical Assessment

- 3.1 A Tender which has passed the Stage 2 assessment will be evaluated according to the assessment criteria in Sections A, B and C of the table below. The total maximum technical mark is 100. **Tenders failing to obtain the passing mark of 15 out of 60 marks for assessment criteria (1) to (6) of Parts I and II in Section A – Operation Plan will not be considered further.**
- 3.2 The submission of the operation plan referred to in Clause 4.3(a) of Part II – Terms of Tender, excluding related annexes and documentary proof, **shall not be more than 100 pages in A4 size for text (with margin not less than 25mm and character font size not less than 12).** For the avoidance of doubt, pages exceeding the specified limit and/or not complying with the specified requirements on margin and/or font size will be considered in the tender evaluation but marks will be deducted from the total technical marks as follows–

Each excessive page	0.5 marks per page (subject to a maximum of 7.5 marks)
Non-compliance with the margin requirement	0.5 marks
Non-compliance with the font size requirement	0.5 marks

Assessment Criteria		Maximum Mark	Marking Basis
Section A – Operation Plan		75	
Part I – Proposals for DHC operation		52	
(1)	Plans for – (a) setting up and utilising the Core Centre; (b) proposed functions to be served at the Satellite Centres; (c) setting up the Satellite Centres and strategy to identifying premises if physical locations have yet to be identified at the time of submission of the Tender; and (d) furniture and equipment to be procured for the DHC Centres.	10	See Note 1
(2)	Strategies and plans for recruiting – (a) the staff team (including Core Team and other staff) and staff deployment; (b) Medical Practitioners in the DHC Network, especially those with practice places located in the Tsuen Wan District; (c) Healthcare Professionals in the DHC Network; and (d) Service providers who provide Health Assessment services (such as laboratory test and optometry assessment).	10	See Note 2
(3)	Plans for – (a) delivering Primary Prevention services/ programmes and meeting the Service Output Targets; (b) delivering Secondary Prevention services/ programmes and meeting the Service Output Targets; (c) delivering Tertiary Prevention services/ programmes and meeting the Service Output Targets; (d) attracting different groups of DHC Clients taking into account district-specific needs, e.g. those of different genders, ethnicities and ages; (e) increasing service accessibility for clients in different parts of the district and clients with different needs, e.g. providing barrier free	16	See Note 3

Assessment Criteria	Maximum Mark	Marking Basis
<p>facilities, out-reaching services and additional service outlets;</p> <p>(f) promotion and publicity on the objectives and the Services provided under the DHC Scheme; and</p> <p>(g) performing the role of a district resource hub in collating and deploying local resources (such as partnering with local NGOs, community groups and private sector) to strengthen public-private partnership and medical-social collaboration in the district, e.g. developing a database of local healthcare and related social resources, carry out community healthcare programmes, etc.</p>		
<p>(4) Proposed management structure to ensure the delivery of its commitments, including –</p> <p>(a) organisation of Core Team and proposed workforce;</p> <p>(b) reporting lines, division of responsibilities and duties;</p> <p>(c) administrative mechanism; and</p> <p>(d) details of staff appraisal/ monitoring system to ensure delivery of quality service and staff training programmes for performance of the Contract.</p>	8	See Note 4
<p>(5) Plans for monitoring the operation of the DHC Scheme, which cover the following –</p> <p>(a) clients’ journey;</p> <p>(b) coordination of care and referral;</p> <p>(c) development and use of information technology (IT) and eHRSS, as well as measures outside of the IT Platform, by M&H Practitioners for recording and communication of the Services;</p> <p>(d) integrity of the processing of all financial related procedures and records;</p> <p>(e) proper client record keeping and matters associated with personal data protection; and</p> <p>(f) quality assurance of the Services provided by DHC Centres and M&H Practitioners in the DHC Network (e.g. inspection, regular assessment).</p>	8	See Note 5

Assessment Criteria		Maximum Mark	Marking Basis
Part II – Proposals for contingency and risk management system		8	
(6)	Contingency and risk management system which covers the following – (a) operation plans during contingency or emergency situations, for example setting out how resources and manpower could be deployed and specifying strategies of the continuation of the Services; (b) plans for communicating the contingency and risk management system to DHC Clients, caregivers, staff and stakeholders during service delivery; (c) plans for avoiding service interruption due to changes in the staff team and/ or M&H Practitioner(s) in the DHC Network and action plan for replacement of Key Personnel in case of prolonged vacancy; and (d) plans for data protection and avoiding personal data breach.	8	See Note 4
Part III – Innovative Suggestions		15	
(7)	Innovative Suggestions		
	(a) Type I – directly relevant to the Services	15	See Note 6
	(b) Type II – may not be directly relevant to the Services but can bring positive values or benefits to the public or the public sector		
Section B – Tenderer’s Relevant Experience, Experience of Key Personnel		15	
(8)	Tenderer’s Relevant Experience in community and healthcare services	9	See Note 7
(9)	Experience of the proposed Executive Director	3	See Note 8
(10)	Experience of the proposed Chief Care Coordinator	3	See Note 9
Section C – Other specific criteria		10	
(11)	Numbers of Medical Practitioners in the DHC Network committed to engage	3	See Note

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Assessment Criteria		Maximum Mark	Marking Basis
			10
(12)	Numbers of Healthcare Professionals and service providers for Health Assessment in the DHC Network committed to engage	3	See Note 11
(13)	Financial capability	4	See Note 12
Total Mark:		100	

Note 1: The guidelines for assessment of assessment criterion (1) under Part I of Section A are as follows –

- 10 marks For proposals that demonstrate full understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover **all** the required items.
- 8 marks For proposals that demonstrate good understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover **3** required items and brief information on the remaining items.
- 6 marks For proposals that demonstrate good understanding of the Services' requirements; provide complete, clear and practicable plans to cover **2** required items and brief information on the remaining items.
- 4 marks For proposals that demonstrate basic understanding of the Services' requirements; provide complete, clear and practicable plans to cover **1** required item and brief information on the remaining items.
- 2 marks For proposals that demonstrate basic understanding of the Services' requirements and provide brief information covering all the required items.
- 0 mark For proposals that are incomplete or impracticable, or fail to demonstrate understanding of the Services' requirements, or fail to provide brief information covering all the required items.

Note 2: The guidelines for assessment of assessment criterion (2) under Part I of Section A are as follows –

- 10 marks For proposals that demonstrate full competency in recruiting, managing and deploying the required manpower; provide complete, highly clear and practicable plans to cover **all** the required items.
- 8 marks For proposals that demonstrate good competency in recruiting, managing and deploying the required manpower; provide complete, highly clear and practicable plans to cover **3** required items and brief information on the remaining item.
- 6 marks For proposals that demonstrate good competency in recruiting, managing and deploying the required manpower; provide complete, clear and practicable plans to cover **2** required items and brief information on the remaining items.
- 4 marks For proposals that demonstrate basic competency in recruiting,

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- managing and deploying the required manpower; provide complete, clear and practicable plans to cover **1** required item and brief information on the remaining items.
- 2 marks For proposals that demonstrate basic competency in recruiting, managing and deploying the required manpower; provide brief information covering all the required items.
- 0 mark For proposals that are incomplete or impracticable, or fail to provide brief information covering all the required items.

Note 3: The guidelines for assessment of assessment criterion (3) under Part I of Section A are as follows –

- 16 marks For proposals that demonstrate full understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover **all** the required items; as well as to exceed the Service Output Targets on at least 5 out of the 7 categories of service as set out in Schedule C to Part V – Conditions of Contract.
- 14 marks For proposals that demonstrate full understanding of the Services' requirements; and provide complete, highly clear and practicable plans to cover **all** the required items; or
for proposals that demonstrate full understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover **6** required items and brief information on the remaining item, as well as to exceed the Service Output Targets on at least 5 out of the 7 categories of service as set out in Schedule C to Part V – Conditions of Contract.
- 12 marks For proposals that demonstrate good understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover **5 or 6** required items and brief information on the remaining items.
- 10 marks For proposals that demonstrate good understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover **4** required items and brief information on the remaining items.
- 8 marks For proposals that demonstrate good understanding of the Services' requirements; provide complete, clear and practicable plans to cover **3** required items and brief information on the remaining items.
- 6 marks For proposals that demonstrate basic understanding of the Services' requirements; provide complete, clear and practicable plans to cover **2** required items and brief information on the remaining items.
- 4 marks For proposals that demonstrate basic understanding of the Services' requirements; provide complete, clear and practicable plans to cover **1** required item and brief information on the remaining items.
- 2 marks For proposals that demonstrate basic understanding of the Services' requirements and provide brief information covering all the required items.
- 0 mark For proposals that are brief, incomplete or impracticable, or fail to demonstrate understanding of the Services' requirements.

Note 4: The guidelines for assessment of assessment criterion (4) under Part I and criterion (6) under Part II of Section A are as follows –

8 marks	For proposals that demonstrate full understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover all the required items.
6 marks	For proposals that demonstrate good understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover 3 required items and brief information on the remaining item.
4 marks	For proposals that demonstrate good understanding of the Services' requirements; provide complete, clear and practicable plans to cover 2 required items and brief information on the remaining items.
2 marks	For proposals that demonstrate basic understanding of the Services' requirements; provide complete, clear and practicable plans to cover 1 required item and brief information on the remaining items.
0 mark	For proposals that are brief, incomplete or impracticable, or fail to demonstrate understanding of the Services' requirements.

Note 5: The guidelines for assessment of assessment criterion (5) under Part I of Section A are as follows –

8 marks	For proposals that demonstrate full understanding of the Services' requirements; and provide complete, highly clear and practicable plans to cover all the required items.
6 marks	For proposals that demonstrate good understanding of the Services' requirements; provide complete, highly clear and practicable plans to cover 4 or 5 required items and brief information on the remaining items.
4 marks	For proposals that demonstrate good understanding of the Services' requirements; provide complete, clear and practicable plans to cover 3 required items and brief information on the remaining items.
2 marks	For proposals that demonstrate basic understanding of the Services' requirements; provide complete, clear and practicable plans to cover 1 or 2 required items and brief information on the remaining items.
0 mark	For proposals that are brief, incomplete or impracticable, or fail to demonstrate understanding of the Services' requirements.

Note 6: The guidelines for assessment of assessment criterion (7) under Part III of Section A are as follows –

Remark 1: Tenderers are encouraged to make Innovative Suggestions in their proposals for assessment criterion (7). Marks for Innovative Suggestions will be given to 2 types of Innovative Suggestions as follows –

- (a) Type I – Innovative Suggestions which are considered effective and practical in enhancing the quality or effectiveness of the Services as compared with how the Services are previously delivered under existing contract or conventional mode of service delivery adopted by the Government in general. Tenderers may propose Innovative Suggestions, which may not necessarily be technology-related, but bringing benefits with respect to any of the following areas:
- (i) Health promotion or education;
 - (ii) Health Assessment or disease screening;
-

- (iii) Chronic disease management;
- (iv) Community rehabilitation;
- (v) Medical-social collaboration;
- (vi) Public-private partnership;
- (vii) Community engagement; and/ or
- (viii) Primary healthcare services with district characteristics.

(b) Type II – Innovative Suggestions which may not be directly relevant to the Services but which can bring about positive values or benefits to the public or the public sector. Such positive values or benefits may include, inter alia, the following –

- (i) Technological development
 - application of new technology or innovative application of the existing technology for contributing to the development of the primary healthcare system in Hong Kong.
- (ii) Social well-being
 - to make the society happier, healthier and smarter.
- (iii) Environmental protection
 - promotion on consumption of fewer resources, reduction of waste and making the society more environmentally friendly.

Remark 2: Marks for Innovative Suggestions for Type I and Type II in respect of Section A – Operation Plan will be given as follows –

Assessment Criterion	Maximum Marks for Type I Innovative Suggestions	Maximum Marks for Type II Innovative Suggestions
Part III of Section A – Operation Plan	15	6
	3 marks per Innovative Suggestion	
Total:	15	

Remark 3: An Innovative Suggestion that scores marks under Type I will not earn marks again under Type II and vice versa. If the TAP considers that the same Innovative Suggestion could earn marks under both Types I and II, it will be taken as scoring marks under Type I only. Furthermore, an Innovative Suggestion scores marks under one assessment criterion will not earn marks again under the other assessment criteria. If the TAP considers that an Innovative Suggestion could score marks under more than one assessment criterion, it will be taken as scoring marks under the first relevant criterion. Besides, marks scored under Type II will only be considered if full marks have not been granted for Type I.

Remark 4: Tenderers shall highlight the proposed Innovative Suggestions with all of the following details –

- (a) the type (i.e. Type I or Type II) of Innovative Suggestion to which each of them belongs;
- (b) sufficient details on what improvements/benefits/positive values to which their proposed Innovative Suggestions can bring about; and
- (c) how they are to be implemented,

in their submissions to facilitate tender evaluation. If a Tenderer fails to specify item (a) above, it will be deemed as proposed under Type I. Marks will not be given to any Innovative Suggestion which a Tenderer will neither be capable of nor responsible for implementation.

Remark 5: Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the Innovative Suggestions. Marks will not be given if the Tenderers only propose a concept without sufficient details. The information that shall be provided by the Tenderers includes the following –

- (a) if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc. : scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
- (b) if the suggestion is concerned with a kind of measure, service, scheme and activity, etc.: the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc., as appropriate; and
- (c) if the suggestion is related to manpower: the objective, scope of the duties involved, details on how to implement, work shifts (full-time or part-time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate.

Remark 6: Tenderers may also be requested to provide supporting documents or a demonstration to prove the practicability of their Innovative Suggestions. All proposed Innovative Suggestions will be assessed on the basis of the information provided in the tender submissions and the factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the TAP to have a better understanding of the Innovative Suggestions proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.

Note 7: The guidelines for assessment of assessment criterion (8) under Section B are as follows –

- (a) Tenderer who has organised **programmes/ activities** in each of the following categories within the 3 years prior to the Original Tender Closing Date will be given marks as stated below (i.e. a maximum of 5 marks can be given for each Tenderer) –
 - (i) Health promotion or education – 1 mark
 - (ii) Health Assessment or disease screening – 1 mark
 - (iii) Chronic disease management – 2 marks
 - (iv) Community rehabilitation programmes – 1 mark

Remark 1: Marks will be given based on the information provided by the Tenderer in Appendix 4 to Part II – Terms of Tender. For the purpose of tender assessment, if a contract/ programme involves more than one of the above categories, the types of

services will be counted separately. For example, if a Tenderer has organised an event which covers (iii) chronic disease management and (iv) community rehabilitation programmes, 3 marks (i.e. 2 + 1 marks) will be given.

Remark 2: A Tenderer shall submit documentary proof (e.g. a copy of contract, report(s) with detailed descriptions on the project objectives and scope, how to implement, no. of sessions, total attendance and outcome) to substantiate its claim of experience. Experience not substantiated will not be taken into account.

Remark 3: Local and/ or outside Hong Kong experience will be counted.

(b) For each of the programme(s) considered under (a), 1 extra mark will be given to each one of the above 4 categories (i.e. a maximum of 4 marks can be given for each Tenderer) if they are considered by the TAP to be with well-defined project scope or considerable complexity, with substantial attendance or impactful to the participants as well as the community as a whole.

Note 8: The guidelines for assessment of assessment criterion (9) under Section B are as follows –

Tenderer who **proposes** a candidate for the Executive Director post with experience exceeding the essential requirement on experience set out in Clause 3.1(a) of Part II – Terms of Tender will be given mark(s) as follows –

3 marks	For candidate with experience exceeding the essential requirement on experience by 15 years or more.
2 marks	For candidate with experience exceeding the essential requirement on experience by 10 years or more but less than 15 years.
1 mark	For candidate with experience exceeding the essential requirement on experience by 5 years or more but less than 10 years.
0 mark	For candidate with experience exceeding the essential requirement on experience by less than 5 years.

Remark 1: Marks will be given based on the information provided by the Tenderer in Appendix 2 to Part II – Terms of Tender and the requirements set out therein. For the purpose of tender evaluation, a candidate's years of experience will be counted in calendar days on an aggregate basis up to the Original Tender Closing Date. In other words, in calculating the "aggregate years of experience", the total aggregate number of days of experience claimed by a candidate will be divided by 365, being the number of days for a year. The calculation will be rounded to the nearest 2 decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place. As an illustration, "3 aggregate years of experience" shall mean an aggregate of 1095 days of experience, being 365 days x 3.

Remark 2: Experience exceeding the essential requirement which was gained before the 15 years immediately prior to the Original Tender Closing Date will be counted.

Remark 3: A Tenderer shall submit documentary evidence (e.g. a copy of employment contract/ referee's letter) to substantiate its claim of the working experience of its proposed candidate. Working experience not substantiated will not be taken into account.

Remark 4: Local and/ or outside Hong Kong experience/ qualification/ certification will be counted.

Note 9: The guidelines for assessment of assessment criterion (10) under Section B are as follows –

Tenderer who proposes candidate for the Chief Care Coordinator post with experience exceeding the essential requirement on experience set out in Clause 3.1(b) of Part II – Terms of Tender will be given mark(s) as follows –

- | | |
|---------|--|
| 3 marks | For candidate (a) who possesses at least 10 aggregate years of experience in nursing practice as a Registered Nurse in community nursing or primary care or public health nursing within the 15 years immediately prior to the Original Tender Closing Date; and (b) who completed Post-registration Certificate Course in Community Nursing or Post-registration Certificate Course in Primary Health Care Nursing organised by Institute of Advanced Nursing Studies, or Post-registration Certificate Course in Primary Health Care Nursing (DHC module) organised by Hong Kong Academy of Nursing Limited or equivalent. |
| 2 marks | For candidate (a) who possesses 6 to less than 10 aggregate years of experience in nursing practice as a Registered Nurse in community nursing or primary care or public health nursing within the 15 years immediately prior to the Original Tender Closing Date; and (b) who completed Post-registration Certificate Course in Community Nursing or Post-registration Certificate Course in Primary Health Care Nursing organised by Institute of Advanced Nursing Studies, or Post-registration Certificate Course in Primary Health Care Nursing (DHC module) organised by Hong Kong Academy of Nursing Limited or equivalent. |
| 1 mark | For candidate (a) who possesses 3 to less than 6 aggregate years of experience in nursing practice as a Registered Nurse in community nursing or primary care or public health nursing within the 15 years immediately prior to the Original Tender Closing Date; and (b) who completed Post-registration Certificate Course in Community Nursing or Post-registration Certificate Course in Primary Health Care Nursing organised by Institute of Advanced Nursing Studies, or Post-registration Certificate Course in Primary Health Care Nursing (DHC module) organised by Hong Kong Academy of Nursing Limited or equivalent. |
| 0 mark | For candidate who possesses less than 3 aggregate years of experience in nursing practice as a Registered Nurse in community nursing or primary care or public health nursing within the 15 years immediately prior to the Original Tender Closing Date; and/or (b) who did not |
-

complete Post-registration Certificate Course in Community Nursing or Post-registration Certificate Course in Primary Health Care Nursing organised by Institute of Advanced Nursing Studies, or Post-registration Certificate Course in Primary Health Care Nursing (DHC module) organised by Hong Kong Academy of Nursing Limited or equivalent.

Remark 1: Remarks 1, 3 & 4 under Note 8 above are also applicable to this assessment criterion.

Note 10: The guidelines for assessment of assessment criterion (11) under Section C are as follows –

- | | |
|---------|--|
| 3 marks | The Tenderer commits to enlisting the service of at least 25 Medical Practitioners in the DHC Network in total within 6 months from the Operation Date (vs the minimum of 10 Medical Practitioners in the DHC Network on the Operation Date). |
| 2 marks | The Tenderer commits to enlisting the service of 20 to less than 25 Medical Practitioners in the DHC Network in total within 6 months from the Operation Date (vs the minimum of 10 Medical Practitioners in the DHC Network on the Operation Date). |
| 1 mark | The Tenderer commits to enlisting the service of 15 to less than 20 Medical Practitioners in the DHC Network in total within 6 months from the Operation Date (vs the minimum of 10 Medical Practitioners in the DHC Network on the Operation Date). |
| 0 mark | The Tenderer commits to enlisting the service of less than 15 Medical Practitioners in the DHC Network in total within 6 months from the Operation Date (vs the minimum of 10 Medical Practitioners in the DHC Network on the Operation Date). |

Remark 1: Marks will be given based on the information provided by the Tenderer in Annex C to Appendix 1 to Part II – Terms of Tender.

Note 11: The guidelines for assessment of assessment criterion (12) under Section C are as follows –

- | | |
|---------|---|
| 3 marks | The Tenderer commits to enlisting the service of at least 50 Healthcare Professionals and service providers for Health Assessment in the DHC Network in total, including no less than 10 CMPs and 10 other Healthcare Professionals and service providers for Health Assessment, within 6 months from the Operation Date (vs the minimum of 20 on the Operation Date). |
| 2 marks | The Tenderer commits to enlisting the service of 40 to less than 50 Healthcare Professionals and service providers for Health Assessment in the DHC Network in total, including no less than 10 CMPs and 10 other Healthcare Professionals and service providers for Health Assessment, within 6 months from the Operation Date (vs the minimum of 20 on the Operation Date). |

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- 1 mark The Tenderer commits to enlisting the service of 30 to less than 40 Healthcare Professionals and service providers for Health Assessment in the DHC Network in total, including no less than 10 CMPs and 10 other Healthcare Professionals and service providers for Health Assessment, within 6 months from the Operation Date (vs the minimum of 20 on the Operation Date).
- 0 mark The Tenderer commits to enlisting the service of less than 30 Healthcare Professionals and service providers for Health Assessment in total, including no less than 10 CMPs and 10 other Healthcare Professionals and service providers for Health Assessment, within 6 months from the Operation Date (vs the minimum of 20 on the Operation Date).

Remark 1: Remark 1 under Note 10 above is also applicable to this assessment criterion.

Note 12: The guidelines for assessment of assessment criterion (13) under Section C are as follows –

- 4 marks The Tenderer’s average amount of gross revenue per year is more than HK\$100 million.
- 3 marks The Tenderer’s average amount of gross revenue per year is more than HK\$50 million but not exceeding HK\$100 million.
- 2 marks The Tenderer’s average amount of gross revenue per year is more than HK\$25 million but not exceeding HK\$50 million.
- 1 mark The Tenderer’s average amount of gross revenue per year is more than HK\$5 million but not exceeding HK\$25 million.
- 0 mark The Tenderer’s average amount of gross revenue per year is equal to or less than HK\$5 million.

Remark 1: Marks will be given based on the financial information provided by the Tenderer in Part B of Appendix 3 to Part II – Terms of Tender, namely the average amount of consolidated annual gross revenue based on the Tenderer’s latest 3 years’ audited financial statements prior to the Original Tender Closing Date. Failure to submit the information required in Part B of Appendix 3 on or before the Tender Closing Time or hand in related clarification, information or document by the deadline as specified in any subsequent requests by the Government will render the Tenderer scoring 0 mark in this assessment criterion. Consolidated gross revenue not substantiated will not be taken into account.

- 3.3 The Tender that has passed the Stage 3 assessment shall be considered as a conforming Tender. A maximum weighted technical score of 70 will be allocated to the conforming Tender with the highest total technical marks, while the weighted technical score for other conforming Tenders will be calculated by the following formula –

$$\text{Weighted Technical Score} = 70 \times \frac{\text{Total technical mark on technical submission of the conforming Tender being assessed}}{\text{The highest total technical mark on technical submission among all the conforming Tenders}}$$

Note: The weighted technical score of each Tender will be rounded to the nearest 2 decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.

Stage 4 – Price Assessment

- 4.1 Only Tenders which have passed Stage 3 assessment will be further evaluated under Stage 4.
- 4.2 A maximum weighted price score of 30 will be allocated to the conforming Tender with the lowest total tender price. The weighted price score for the other Tenders will be worked out in accordance with the following formula –

$$\text{Weighted Price Score} = 30 \text{ marks} \times \frac{\text{The lowest total tender price amongst all the conforming Tenders}}{\text{The total tender price of the conforming Tender being assessed}}$$

Note: The weighted price score of each Tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under paragraph 3.3 above.

- 4.3 In the event that calculation errors are spotted, the Government reserves the right to seek clarification from the Tenderer(s) and may bind the Tenderer(s) to the offers made in the Tender or as corrected. The scoring basis will be one that, in the opinion of the TAP, best serves the interests of the Government.

Stage 5 – Calculation of Combined Score

- 5.1 The combined score of a conforming Tender is the sum of the weighted technical score and weighted price score.
- 5.2 Normally, the Tender with the highest combined score will be recommended for acceptance, subject to the requirement that the recommended Tenderer is fully (including technically and financially) capable of undertaking the Contract, and that the recommended Tender is the most advantageous to the Government in

accordance with the tender provisions.

- 5.3 In the event that 2 or more Tenders obtain the same highest combined score in relation to the same Contract, the Tenderer that obtained the highest technical score will be recommended for acceptance; in the unlikely case that there are still 2 or more Tenderers getting the same technical score, the Tenderer with the highest score in Section A will be recommended for acceptance. If there are still 2 or more Tenderers getting the same score in Section A, the Tenderer with the highest score in Part I of Section A will be recommended for acceptance.
- 5.4 The Government is not obliged to accept the Tender with the highest combined score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

Appendix 8 to Part II – Terms of Tender

Banker’s Guarantee

THIS GUARANTEE is made the day of
BETWEEN
..... of , a bank within a meaning
of the Banking Ordinance Cap. 155 (hereinafter called the “Guarantor”) of the one
part and The Government of the Hong Kong Special Administrative Region
(hereinafter called the “Government”) of the other part.

WHEREAS

(A) By a Contract (Service Contract Number:) as
referred in the Tender Documents issued by the Government pursuant to an invitation
to tender (Service Tender Reference:) (hereinafter called
the “Contract”) to be entered into
between.....of
..... (hereinafter called the “Operator”) of the one part and the
Government of the other part, the Operator agreed and undertook to provide the
Services at on and subject to the terms and conditions
of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms
and conditions hereinafter appearing, the due and faithful performance of the
Contract by the Operator.

Now the Guarantor HEREBY AGREES with the Government as follows –

(1) Where applicable, words and expressions used in this Guarantee shall
have the meaning assigned to them under the Contract.

(2) In consideration of the Government entering into the Contract with the
Operator –

(a) The Guarantor hereby irrevocably and unconditionally
guarantees the due and punctual performance and discharge by
the Operator of all of its obligations and liabilities under the
Contract and the Guarantor shall pay to the Government on
demand and without cavil or argument all monies and discharge

all liabilities which are now or at any time hereafter shall become due or owing by the Operator to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Operator in performing or observing any of its obligations, terms, conditions, stipulations or provision of the Contract.

(b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Operator to perform fully or promptly any of its obligations, terms, conditions, stipulations or provisions of the Contract.

(c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Operator or from its estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of such all losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Operator" or where "the Operator" is a partnership, any change in the partners or in its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Operator or by any alteration in the obligations imposed upon the Operator by the Contract or by any waiver or forbearance granted by the Government to the Operator as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver

or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause (4) above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assent to –

- (a) Any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) Any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) The termination of the Contract or of the engagement of the Operator under the Contract for any reason;
- (d) Any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Operator and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Operator set out in the Contract;
- (e) The voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Operator or its assets, or any change in the constitution of the Operator;
- (f) Any assignment, novation or subcontracting by the Operator of any or all of its obligations set out in the Contract;
- (g) Without prejudice to the generality of the foregoing, any fact

or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Operator and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Operator to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Operator under the Contract and shall remain in full force and effect and irrevocable until –

- (a) The date falling 12 months after the early termination or expiry of the Contract; or
- (b) The date on which all the obligations and liabilities of the Operator under the Contract have been duly carried out, completed and discharged in accordance with the Contract, whichever is the later.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively “Other Security”) and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Operator, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the Courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served –

(a) Upon the Government, at Food and Health Bureau, 11/F, the HUB, 23 Yip Kan Street, Wong Chuk Hang, Hong Kong, marked for the attention of Chief Executive Officer (Health)5A, facsimile (852) 2556 2638;

(b) Upon the Guarantor, at, Hong Kong, marked for the attention of, facsimile number

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or facsimile addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed HK\$..... (Hong Kong Dollars).

(15) The Guarantor hereby acknowledges that –

(a) The Guarantor has read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee; and

(b) No Government officer is authorised to advise on, make representations regarding or amend the terms and conditions of this Guarantee.

IN WITNESS whereof the said Guarantor has caused its Common Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/ Seal] of the said)
Guarantor was hereunto affixed in the)
presence of)
)

@ Signed Sealed and Delivered for and on)
behalf of and as lawful attorney of the)
Guarantor under power of attorney)
date..... and deed of delegation)
datedby and in the)
Presence of)

* *Please delete as appropriate*

@ *See Powers of Attorney Ordinance Cap. 31*

Note: When banker's guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

Part III – Offer to be Bound

This Offer to be Bound is submitted by the undersigned in response to the Government's invitation to tender (Tender Ref.: FHB/H/18/46) for the provision of the Services to operate the Tsuen Wan District Health Centre. Unless the context otherwise requires, terms and expressions appearing herein have the meanings given to them in the Tender Documents issued by the Government in connection with the invitation to tender.

To: The Government

1. I / We refer to the invitation to tender issued by the Government. I / We hereby warrant that all information given in or attached to my / our Tender is true, complete and correct.
2. Having read and understood all terms and conditions of the Tender Documents, I / we HEREBY OFFER (a) to provide the whole of the Services on and subject to the terms and conditions set out in the Contract and (b) to be bound by all terms and conditions set out in the Contract.
3. I am / We are duly authorised to bind the Tenderer hereafter mentioned by my / our signature(s).

Authorised Signature & Company :
Chop

Name and Title of Person Authorised
to Sign Tender for and on behalf of
the Tenderer :

Name of Tenderer in English :

Name of Tenderer in Chinese :

Registered office of the Tenderer :

Tel No.: _____ Facsimile No.: _____ Date: _____

Part IV – Memorandum of Acceptance

To - _____

I _____
(name and position of officer)

accept your Tender for the provision of Services to operate the Tsuen Wan District Health Centre.

Date this _____ day of _____ 20 _____ .

Signed by the said _____)
_____)
for and on behalf of the Government of the Hong)
Kong Special Administrative Region of the People's)
Republic of China)
_____)

Part V – Conditions of Contract

1. Provision of Services

- 1.1 Unless with the prior written approval of the Government, the Term shall cover the period for gearing up services as mentioned in Clause 1.2 below and a period of 3 years from the Operation Date.
- 1.2 The Operator shall start gearing up services pursuant to Schedule A hereto and as directed by the Government for a period of up to 8 months from a date to be specified by the Government.
- 1.3 Unless the Government otherwise requires in writing, the Operator shall on or before 30 November 2022 start operation of the Core Centre and provide services set out in Schedule A hereto that shall start on the same date.
- 1.4 The Operator shall operate the Core Centre for a period of 3 years from the Operation Date.
- 1.5 Notwithstanding anything to the contrary herein, the Government may, by serving on the Operator not less than 6 months' notice in writing extend the Contract for a period of up to an aggregate of 36 months on the same terms and conditions contained in the Contract save for adjustments as mutually agreed by the Government and the Operator.

2. Operator's Undertakings

The Operator shall provide the Services in accordance with the stipulations set out in Schedule A hereto, Part VI – Service Specifications, the DHC Service Manual and Guidelines that may be issued from time to time by the Government in relation to the DHC Scheme and shall –

- (a) engage the Core Team including the Key Personnel and set up and operate the Core Centre, the Satellite Centres and the DHC Network in accordance with Sections A, B, C and G of Part VI – Service Specifications respectively;
- (b) strive to achieve the Service Output Targets as set out in Schedule C hereto;
- (c) save with the prior written consent of the Government Representative, not use the DHC Centres for any purpose other than the Services;
- (d) pay into and transact through the Designated Bank Account all monies received by reason of or in connection with the DHC Scheme from the Government and any other source whatsoever;
- (e) save with the prior written consent of the Government Representative, not to apply –

Part V - Conditions of Contract

- (i) any income generated from; and
 - (ii) any surplus of the Monthly Basic Fee, the Monthly Operation Cost of the Satellite Centres and the Set-up Cost as set out in Schedule B hereto received from the Government to any use.
- (f) charge for Services provided at the DHC Centres in accordance with the Co-payment by DHC Clients as stipulated in the DHC Network HP Unit Fees & Subsidy Table set out in Part C of Schedule B hereto;
- (g) ensure that the Healthcare Professionals in the DHC Network shall provide healthcare services to DHC Clients at the Co-payment by DHC Clients as stipulated in the DHC Network HP Unit Fees & Subsidy Table set out in Part C of Schedule B hereto;
- (h) ensure that the providers of Health Assessment services on the DHC Network shall provide such services to DHC Clients at the Co-payment by DHC Clients as stipulated in the DHC Network Health Assessment Unit Fees & Subsidy Table set out in Part B of Schedule B hereto;
- (i) enrol in the Elderly Health Care Voucher Scheme as a Healthcare Service Provider thereof in respect of the whole DHC Scheme including the services to be provided by the Healthcare Professionals in the DHC Network and other services to be provided in the DHC Network, including but not limited to entering into the necessary agreements with the Government and handling administrative and financial matters arising therefrom;
- (j) enrol in the eHRSS as a healthcare service provider thereof;
- (k) enrol in any Government subsidy scheme as directed by the Government for the DHC Scheme which may include but not limited to entering into the necessary agreements with the Government and handling any transactions and administrative matters arising therefrom;
- (l) ensure that the Core Team and all M&H Practitioners in the DHC Network shall have the necessary skill, experience and expertise to provide the Services in accordance with the stipulations set out in the Contract;
- (m) carry out the Services with all due diligence and in a proper, skillful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
- (n) facilitate and assist in the evaluation and monitoring of the DHC Services including without limitation making available personal data and health information in a manner in compliance with the Personal Data (Privacy) Ordinance (Cap. 486) to the Government or a third party research agency commissioned or agreed by the Government as and when required by the Government Representative;

Part V - Conditions of Contract

- (o) conduct service review and performance monitoring regularly to identify potential service improvements;
- (p) co-operate with the Government in facilitating the implementation of the primary healthcare related initiatives and public health emergency policies and related activities upon request of the Government, such as smoking cessation, vaccination, community pharmacy services and public health emergency-related measures;
- (q) operate and upkeep the furniture and equipment procured for the Services in a proper way at all times in good condition;
- (r) nominate representatives, upon the request of the Government, to attend and participate in all meetings, public forums and activities, including but not limited to the promotion of the DHC Scheme throughout the Term;
- (s) permit the Government Representative to attend and participate in functions, seminars, lectures or any other activities organized or co-organized by the Operator that are part of the Services;
- (t) ensure all information supplied, statements submitted and representations made by or on behalf of the Operator in relation to the Services or the Contract are true, accurate and complete in all respects;
- (u) at its own resources, provide administrative support to the operation of DHC Scheme covering the following components –
 - (i) service planning, coordination and supervisory support;
 - (ii) legal and compliance support;
 - (iii) human resources management; and
 - (iv) accounting support and independent financial monitoring, control and audit;
- (v) keep the Government, through the Government Representative, informed of all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (w) comply with all laws and regulations applicable to the provision of the Services and shall procure, maintain and renew upon expiry all requisite licence, permit, exemption, consent, authorisation, etc. required by law for, or otherwise, and in relation to the provision of the Services; and
- (x) comply with all reasonable instructions and directions on all matters relating to the Services as the Government Representative may from time to time issue to the Operator.

3. Powers of the Government Representative

The Government Representative may from time to time and at any time during the continuance of the Contract in writing require –

- (a) the Operator to revise the contents of Schedule A hereto in such manner as the Government may specify; and
- (b) on reasonable grounds, the removal from the DHC Network of any M&H Practitioners.

4. Monitoring of the Services

- 4.1 The Government Representative may from time to time evaluate and monitor the Services. The Operator shall co-operate fully with the Government Representative in such evaluation and surveillance and promptly provide the Government Representative with such assistance and information as the Government Representative may reasonably require.
- 4.2 The Government Representative or its designated representatives may from time to time conduct site visit of the DHC Centres with or without giving prior notice. The Operator shall co-operate and give all such necessary assistance and information as the Government Representative or its designated representatives may reasonably require.

5. Payments

- 5.1 The Government will pay or reimburse the Operator its expenditure and payouts for the DHC Scheme under the Contract in accordance with this Clause 5.

Set-up Cost

- 5.2 The Government will pay the Operator the Set-up Cost for the purposes and in the manners as set out below –

Use of Set-up Cost	Time of Payment
(a) Pre-operation working capital for the purpose of engaging necessary personnel, promoting the DHC Scheme, etc. (excluding the procurement of furniture and equipment for the DHC Centres as specified in (c) below)	To be disbursed by 3 equal instalments or to be amended in such manner as agreed between both parties. The first payment will be made on the 1st working day of the month after the Commencement Date and the second and third payments will be made on the 1st working day of every 2 months thereafter or otherwise as agreed between both parties.

Use of Set-up Cost	Time of Payment
(b) Setting up of the Satellite Centres (excluding the procurement of furniture and equipment for the Satellite Centres which is covered by in (c) below)	To be reimbursed by the Government or otherwise as agreed between both parties.
(c) Procurement of furniture and equipment (subject to prior approval of the Government on items to be procured)	To be reimbursed by the Government or otherwise as agreed between both parties.

Monthly Basic Fee

- 5.3 (a) Unless otherwise specified in writing by the Government, the Government will, on the Operation Date and thereafter on the first working day of each month, pay the Operator the Monthly Basic Fee.
- (b) The Operator may, subject to the prior agreement in writing of the Government Representative, adjust cost allocation amongst sub-items of the Monthly Basic Fee.
- (c) Notwithstanding anything to the contrary herein contained and subject to the Government's agreement upon the request by the Operator, the Monthly Basic Fee may be adjusted, to take effect at the beginning of the second Contract Year, upwards at the same rate as the rise (if any) of the monthly average Composite Consumer Price Index published by the Government in respect of the 12-month period prior to such Contract Year as compared with that of the 12 months immediately preceding that period. If there is a fall in the monthly average of the Composite Consumer Price Index as measured in the aforementioned manner, the Government may at its discretion freeze or partially adjust the Monthly Basic Fee.
- 5.4 The Government will at its option pay the Operator for other services set out in Part C of Schedule A hereto in such manner and at such time as may be agreed with the Operator.

Monthly Operation Cost of Satellite Centres

- 5.5 In respect of each Satellite Centre, unless otherwise specified in writing by the Government, the Government will pay the Operator the Monthly Operation Cost of that Satellite Centre on the first operation date of that Satellite Centre and thereafter on the first working day of each month.
- 5.6 The Monthly Operation Cost of the Satellite Centres may be adjusted in the same manner as specified in Clauses 5.3 (b) and (c) above.

Network Subsidy

- 5.7 The Government will on the first working day of the month after the Operation Date pay the Operator the Network Subsidy (in the amount proposed by the Operator and agreed by the Government) to enable the Operator to pay the M&H Practitioners in the DHC Network as Government agent for DHC Network medical, healthcare and Health Assessment services provided.
- 5.8 The Operator shall, on 16th day of the same month, or the next immediate working day if it is a public holiday, after payment by the Government under Clause 5.7 above submit to the Government Representative a DHC Network Medical and Healthcare Practitioners Payment Statement (“DHC Network Statement”), in the form to be provided by the Government, showing the amount of Network Subsidy paid by the Operator to DHC Network M&H Practitioners in respect of the relevant period.
- 5.9 Subject to the Government’s satisfaction with the correctness of the DHC Network Statement submitted under Clause 5.8 above, adjustment will be made to offset any overprovided/ underprovided Network Subsidy under Clause 5.7 above through future payments of the Network Subsidy to the Operator.
- 5.10 The Operator shall –
- (a) as agent for the Government pay each Medical Practitioner in the DHC Network the Network MP Subsidy for each treatment/ consultation provided to a DHC Client under the Contract;
 - (b) ensure that each Healthcare Professional in the DHC Network shall charge and collect from a DHC Client a co-payment and be paid by the Operator a Network HP Subsidy not more than the respective amounts as set out in Part C of Schedule B hereto; and
 - (c) ensure that each provider of Health Assessment services in the DHC Network shall charge and collect from a DHC Client a co-payment and be paid by the Operator a Network Health Assessment Subsidy not more than the respective amounts as set out in Part B of Schedule B hereto.

6. Designated Bank Account

- 6.1 The Operator shall open and maintain with a licenced bank in Hong Kong an interest bearing bank account for the sole purpose of the DHC Scheme and shall pay all monies received from the Government and all income generated from the DHC Scheme or otherwise under the Contract into the Designated Bank Account.
- 6.2 The Government shall have the right to claw back from the Designated Bank Account any monies which have been deposited for the purpose of the DHC Scheme, if the balance of the Designated Bank Account is more than 25% of recurrent expenditure of the corresponding Financial Year. Alternatively, such monies could be used to offset against the Government’s payments of the

Monthly Basic Fee and the Monthly Operation Cost of the Satellite Centres as may be agreed between both parties.

7. Financial Records

- 7.1 The Operator shall maintain an effective and sound financial management system, including budget planning, financial projection, accounting, internal control and auditing. The Operator shall conduct internal audit in the compliance with the established internal control procedures and guidelines at least annually to ensure the adequacy and effectiveness of the financial management system.
- 7.2 The Operator shall maintain proper books of accounts, accounting records and supporting documents including income and expenditure relating to the Services for a minimum period of 7 years after the end of reporting period containing the last entry.
- 7.3 The Government Representative shall be entitled to access to books and records relating to the Services for inspection, verification and copying and to conduct interview with present and/ or past employees of the Operator at all reasonable times during the Term; and at any time within 12 months after expiration or early termination of the Contract.
- 7.4 The Operator shall submit to the Government Representative annual audited financial statements, in the format as specified in the DHC Service Manual and Guidelines for the Services which shall be audited by a Hong Kong Certified Public Accountant (Practising) whose name appears on the gazetted list of Hong Kong Certified Public Accountants. Each set of annual audited financial statements must be prepared in accordance with the relevant laws of Hong Kong and the international accounting standards as in effect from time to time and consistently applied in Hong Kong (including the Accounting Standards and Accounting Guidelines as the Hong Kong Institute of Certified Public Accountants may issue and update from time to time) as well as the requirements set out in the DHC Service Manual and Guidelines and duly audited, dated and signed by a Hong Kong Certified Public Accountant (Practising) as specified above.
- 7.5 Each set of annual audited financial statements shall show separately the aggregate amount of the payments received from the Government, and a breakdown of the expenditure incurred for performing the DHC Services during the period to which they relate. The same shall be prepared in respect of every 12-month period beginning from 1 April and ending on the 31 March of the following year for periods covered under the Term except that –
 - (a) for the first set of annual audited financial statements, the period covered shall be from the Commencement Date to the end of the corresponding Financial Year dated 31 March. For the Commencement Date falling on or after 1 October, the Operator may, subject to the agreement of the Government, apply for submission of the first set of annual audited financial statements to cover a period of not more than 18 months from the

Commencement Date to the end of the ensuing Financial Year dated 31 March; and

- (b) for the final set of annual audited financial statements, the period covered shall be from 1 April of the year prior to the Contract expiry (or 1 April of the year of the Contract expiry) up to the expiry date of the Contract.
- 7.6 Each set of audited financial statements shall be submitted to the Government Representative within 4 months after the closing of the respective Financial Year or period, i.e. on or before 31 July of each year, or within 4 months after the expiry or early termination of the Contract as applicable.
- 7.7 The Operator shall also submit to the Government Representative monthly financial statements in a form to be provided by the Government no later than the 15th day of every calendar month during the Term starting from the third calendar month after the Commencement Date or any other reporting intervals as required by the Government.

8. Periodic Financial Vetting

The Government may conduct periodic financial vetting 2 years from the Commencement Date. The Operator shall submit the following financial information within one month of the Government's request –

- (a) original or certified true copies of the audited financial statements of the Operator for the latest 3 Financial Years –
 - (i) each set of audited financial statements of the Operator shall contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the financial statements; and
 - (ii) if the Operator is a Subsidiary of another company, the Operator shall submit audited financial statements reflecting the financial position and results of the Operator itself, as well as the audited consolidated financial statements reflecting the financial position of the group as a whole;
- (b) 2 sets of projected statements of profit or loss and other comprehensive income and statement of cash flows in respect of each year in the remaining Term, with one set for the Services and another for the Operator as a whole. The projected statements should be certified by the Operator's chief executive. The projections shall show separately the projected revenue, projected operating expenses, sources of finance, and other particulars, item by item. The bases and major assumptions for the projections and all the supporting schedules and detailed calculations shall be provided; and

- (c) any other document as deemed necessary by the Government for conducting periodic financial vetting.

9. Independent Contractor

- 9.1 Unless otherwise specified, the Operator enters into the Contract with the Government as an independent contractor only and shall not represent itself, and shall ensure none of its employees, agents, and sub-contractors shall represent himself, as an employee, servant, agent or partner of the Government.
- 9.2 Without prejudice to Clause 9.1 above, nothing in the Contract and no action taken by the parties pursuant to the Contract shall be constructed in any way to constitute or deem to constitute a partnership, association, tenancy agreement, joint venture or co-operative entity between the Government and the Operator. Save as provided in the Contract, neither party shall commit the other to any obligation whatsoever without the written consent of the other.

10. IT Platform

The Operator shall –

- (a) use the DHC IT System developed, with core functions including (1) managing member registration and data, (2) programme enrolment for members, (3) service appointment bookings for members, (4) documenting Health Risk Factors Assessment, (5) documenting clinical records submitted by healthcare service providers, and (6) health record sharing in eHRSS, to operate and administer the DHC Scheme;
- (b) set up its own IT infrastructure in the DHC Centres according to the technical requirements specified by the Government and thereafter operate and maintain the IT infrastructure to ensure connectivity with the DHC IT System;
- (c) set up its own IT system(s) to support additional service operation or monitoring needs of the DHC, where necessary;
- (d) provide full resilience facilities for critical components of the IT infrastructure and IT system(s), including backbone LAN switches;
- (e) provide sufficient fault tolerance to the data storage and make backups to disks and tapes as necessary to enable the restoration of data to the nearest day available;
- (f) provide necessary system interface, including but not limited to health related data, between its own IT system(s) and the DHC IT System according to the standards specified by the Government;

- (g) build and maintain a website with accessible and mobile friendly designs for the DHC Scheme to be hosted in a specified domain provided by the Government;
- (h) conduct Security Risk Assessment and Audit (SRAA) regularly on its own IT system(s) and IT infrastructure by independent qualified expert of the areas;
- (i) conduct Privacy Impact Assessment (PIA) on its own IT system(s) with privacy implications by independent qualified expert of the areas;
- (j) provide ongoing maintenance and support services (including but not limited to the installation of the latest security patches) for all infrastructure, systems, servers, workstations & equipment throughout the Term with a view to ensuring the smooth and efficient operation of the DHC Scheme; and
- (k) comply with relevant regulations, policies and guidelines on IT security and website development issued by the Government.

11. Government Data

The Operator shall –

- (a) acknowledge that all data of whatever nature in relation to the management and operation of the DHC Centres to be maintained and compiled under the Contract are Government Data which shall at all times be and remain the sole property of the Government, and the Government Representative hereby reserves all rights which may subsist in Government Data; and
- (b) take reasonable precautions to preserve the integrity of Government Data and to prevent any corruption or loss of Government Data.

12. Insurance

12.1 The Operator must take out and maintain in respect of its performance of the Contract the following insurance policies (collectively "**Insurance Policies**") throughout the Term –

- (a) Public Liability – minimum indemnity amount of HK\$50 million per incident and for unlimited number of claims arising during the entire period of the Term.
- (b) Professional Indemnity – minimum indemnity amount of HK\$10 million in any one claim and in aggregate during the entire period of the Insurance Policy for a maximum term of 12 months with one

Part V - Conditions of Contract

automatic reinstatement of the policy limit covering claims arising from negligence of professional staff in the provision of the Services.

- 12.2 The public liability insurance referred to in Clause 12.1(a) above must be for the benefit and in the joint names of the Operator and the Government, and contain a cross liability clause indemnifying the Operator and the Government against legal liabilities for accidental injury to or death of persons or accidental loss of or damage to property (as the case may be). The Insurance Policies must contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.
- 12.3 All Insurance Policies shall be issued by one or more insurance companies authorised to carry on the relevant insurance business under the Insurance Ordinance (Cap. 41).
- 12.4 Upon issuance of the Insurance Policies, the Operator shall forthwith furnish a copy each of the same to the Government Representative for keeping.
- 12.5 Upon expiry of any of the Insurance Policies during the Term, the Operator must renew the same on and subject to the original terms and conditions or otherwise such revised terms and conditions as the Government Representative may stipulate.
- 12.6 Under no circumstances whatsoever shall the Government be responsible for the premium payable under the Insurance Policies or the premium payable for the renewal thereof.
- 12.7 The Operator shall conform to the terms and conditions of all Insurance Policies and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Operator must not do or permit or suffer to be done any act or omission whereby any of the Insurance Policies shall be rendered void or voidable, or which would otherwise amount to a breach of any of the Policies. The Operator shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from, any failure of the Operator to do so.

13. Indemnity

- 13.1 Notwithstanding anything herein to the contrary, the Operator must fully indemnify the Government from and against –
- (a) all and any claims, actions, investigations, demands, proceedings, judgements brought or instituted against the Government (whether or not successful, compromised or settled); and

- (b) all liabilities (including liabilities to pay damages or compensation), damages, costs, losses, charges and expenses which the Government may sustain or incur (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in any claim or any action or proceeding instituted by or against the Government), which in any case arise directly or indirectly in connection with, out of or in relation to –
 - (i) any personal injury or death of any person or loss of or damage to property occurring within the Core Centre and the Satellite Centres whether or not caused by the negligence of the Operator, its employees, M&H Practitioners in the DHC Network, agents, consultants or sub-contractors;
 - (ii) any breach of any provision of the Contract by the Operator;
 - (iii) any negligence, recklessness, or wilful act or omission of the Operator (regardless of whether or not such act or omission is in pursuance of the Services or the Contract) or of any of its employees, M&H Practitioners in the DHC Network, agents, consultants or sub-contractors in the performance of the Contract; or
 - (iv) any non-compliance or non-conformity with or breach of any law or any condition contained in any licence or approval by the Operator, its employees, M&H Practitioners in the DHC Network, agents, consultants or sub-contractors in the performance of the Contract.

13.2 For the purpose of this Clause, “negligence” shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap.71).

14. Report of Accidents, etc.

14.1 The Operator shall maintain a proper and adequate accident reporting, recording, and investigation system. The Operator shall immediately notify the Government Representative of any accident or other circumstance that requires reporting to any competent authorities including without limitation the Hong Kong Police Force, the Fire Services Department, the Occupational Safety and Health Council, and the Department of Health.

14.2 The Government Representative shall be entitled to carry out his own investigation into any accident or circumstance of which it becomes aware and the Operator shall co-operate and assist in such investigation including without limitation providing the Government Representative with access to all persons involved.

15. Probity Clause

- 15.1 The Operator shall promulgate a probity policy to govern conduct of its staff in performing duty under the Contract and draw up a code of conduct to commit its directors and staff to a high integrity standard. A sample of this code of conduct is attached at Schedule E hereto. The Operator could seek corruption prevention advice from the Advisory Service Group of the Independent Commission Against Corruption, where necessary.

Corrupt Gifts

- 15.2 The Operator shall notify in writing all its employees, M&H Practitioners in the DHC Network, consultants, sub-contractors, or agents involved in providing the DHC Services that they are not permitted to solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to performing any act or duties in connection with the Services.
- 15.3 If the Operator or any employee, sub-contractor, consultant or agent of the Operator is in breach of Clause 15.2 above or is found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may terminate the Contract pursuant to Clause 20.1 below.

Conflict of Interest

- 15.4 The Operator and their staff are prohibited from soliciting or accepting advantage. The Operator shall devise a system for its directors, staff, agents, sub-contractors, throughout the Term, to declare any actual or perceived conflict of interest in connection with their act or duties during the provision of the Services.

16. Confidentiality

- 16.1 The Operator shall use all information, drawings, specifications, documents, contracts, design materials and all other data (including without limitation any personal particulars, records and Personal Data and materials of any nature (in or on whatever media) accessible by the Operator under this Contract or which the Government has for the purposes of or in the course of performing this Contract disclosed, supplied, made available or communicated to the Operator, including without limitation the medical records and health records of DHC Clients and the Government Data (the “Confidential Information”) solely for the purposes of the Contract. The Operator shall not, at any time whether during the continuance of the Contract or after the completion, expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government’s prior written consent.

- 16.2 The Operator must not disclose the Confidential Information to any third parties except in confidence to such of the Operator's Employees, M&H Practitioners, agents or sub-contractors who need to know the same for the purposes of the Contract.
- 16.3 The Operator undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- 16.4 The Operator shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.
- 16.5 The Operator shall ensure that each of its employees, M&H Practitioners, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 16 and the Official Secrets Ordinance (Chapter 521).
- 16.6 The provisions of this Clause 16 will survive the completion, expiry or termination of the Contract and will continue in full force and effect notwithstanding such completion, expiry or termination.

17. Publicity

The Operator shall submit to the Government Representative for written consent all advertising or other publicity materials relating to the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied. The Operator shall not publish or use any advertising or other publicity material without the written consent of the Government Representative.

18. Data Protection

- 18.1 The Operator shall and shall procure that any of the Operator's Employees or sub-contractors involved in the DHC Scheme shall –
- (a) comply with its obligations under the Personal Data (Privacy) Ordinance (Cap. 486);
 - (b) only use the Personal Data as reasonably required in connection with the DHC Scheme;
 - (c) comply with the procedures or processes notified to the Operator by the Government with respect to Personal Data from time to time;
 - (d) implement and maintain all reasonable technical and organisational measures to maintain security, prevent unauthorised or unlawful access to or processing of Personal Data and accidental loss or destruction of, or

damage to, Personal Data; and

- (e) give the Government notice as soon as the Operator becomes aware of any breach of its data protection obligations under this Contract, any enforcement proceeding against it under the Personal Data (Privacy) Ordinance (Cap. 486) or any unauthorised access to, or accidental disclosure of, any Personal Data.

18.2 Unless the Government requires in writing otherwise, the Operator shall not disclose the Personal Data to any third parties other than –

- (a) to employees and subcontractors to whom the disclosure is necessary for the provision of the Services, provided it is made subject to obligations of confidentiality no less onerous than those imposed upon the Operator and is consistent with any procedures specified by the Government from time to time; or
- (b) to the extent required by any public authority provided that the Operator shall give notice to the Government as soon as practicable after it becomes aware of that requirement.

18.3 At the time of collection of Personal Data from a data subject by the Operator or its sub-contractors, the Operator shall obtain or procure to be obtained the express consent of the DHC Clients and take or procure to be taken such other actions as necessary to comply with the Personal Data (Privacy) Ordinance (Cap. 486) to enable the information provided by the Operator to the Government and any other public authorities under this Contract to be used by the Government and such other public authorities to conduct cross checking and/ or a “matching procedure” (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)) against their relevant records.

19. Contract Deposit

19.1 The banker’s guarantee delivered by the Operator to the Government serves as a security for the due and proper performance and observance by the Operator of all of its obligations under the Contract.

19.2 Without prejudice to any other rights, powers and remedies available to the Government, the Government may demand payment under the banker’s guarantee in or towards satisfaction of any amount owing by the Operator to the Government under the Contract.

19.3 In the event of any payment having been made on demand of the Government under the banker’s guarantee, the Operator must, within 14 days of the date of such payment, reinstate the original level or extent of the banker’s guarantee, or procure the reissue of the banker’s guarantee. If the Operator fails to replenish the banker’s guarantee, without prejudice to any other rights or remedies which the Government has or may have against the Operator, the Government may terminate the Contract forthwith by notice in writing to the Operator.

20. Termination of Contract

20.1 The Government may terminate the Contract forthwith upon the occurrence of any of the following events or circumstances –

- (a) (i) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, administration, reorganisation, reconstruction (save for a solvent reconstruction or a reorganisation which the Government has approved in advance prior to its implementation), dissolution, or bankruptcy of the Operator or for the appointment of a liquidator, receiver, administrator, trustee, similar officer of the Operator or of all or any part of its business or assets; or
- (ii) the Operator stops or suspends payment to its creditors generally or is unable or admits its inability to pay debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent;
- (b) the Operator fails to duly and punctually perform any of its obligations or duties under the Contract and, in respect only of a failure which in the opinion of the Government is capable of being remedied, the Operator fails to remedy to the satisfaction of the Government such failure within 7 days after receipt of a notice in writing from the Government requiring it to do so or within such longer period as the Government may in its absolute discretion allow;
- (c) the Operator persistently or flagrantly fails to comply fully and punctually with its obligations and duties under the Contract;
- (d) the Operator subcontracts or assigns or transfers the whole or any part of the Contract without the prior written consent of the Government;
- (e) the Operator or any of its employees, is convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any other criminal offence which, in the sole opinion of the Government, has affected the Operator's abilities to perform the Contract;
- (f) the Operator is convicted of any offence under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Occupational Safety and Health Ordinance (Cap. 509), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) or the Minimum Wage Ordinance (Cap. 608) in relation to this Contract;
- (g) any of the Services or the Operator's performance of this Contract constitutes or is alleged to constitute an infringement of Intellectual Property Rights of any person;

- (h) the Operator is found to have employed illegal workers in the execution of this Contract; or
- (i) a Force Majeure Event occurs in such manner entitling the Government to terminate the Contract under Clause 31.7 below.

20.2 The expiry or earlier termination of the Contract on whatsoever ground shall be without prejudice to the antecedent rights or obligations of either party.

21. Termination Consequences

Unless otherwise expressly stated to the contrary, all of the provisions below shall apply upon expiry or termination of the Contract –

21.1 The Government Representative shall at all reasonable time prior to the expiry or sooner termination of the Contract give instructions or direction to the Operator in respect of the transition of the Services to the succeeding operator or to the Government whereupon the Operator shall comply with all such instructions and direction fully and punctually at no additional cost to the Government.

21.2 The Operator shall at all reasonable time as instructed by the Government Representative prior to the expiry or sooner termination of the Contract allow the Government Representative and/ or the succeeding operator access to the DHC Centres, all records or other documents relating to DHC Clients and the provision of the Services.

21.3 The Operator must upon the expiry or sooner termination of the Term –

- (a) ensure that all of its employees shall leave the DHC Centres peacefully without causing undue disruption or inconvenience to the DHC Clients and hand over the management and operation of the Services to the Government or the Government's nominee(s);
- (b) deliver up to the Government or the Government's nominee(s) the DHC Centres in a clean and tidy condition (fair wear and tear excepted) together with the fixtures and all the furniture and equipment which are the properties of the Government;
- (c) hand over forthwith to the Government or the Government's nominee(s) all relevant records or other documents relating to DHC Clients and the provision of the Services;
- (d) pay to the Government all monies owing by the Operator to the Government under the Contract and which remain outstanding together with interest thereon;
- (e) upon the Government's request –

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- (i) provide the Government with information relating to all or any contracts entered into by the Operator so as to enable the Government to ensure smooth continuation of the DHC Scheme;
 - (ii) use its best endeavours to assign or novate to, or as the case may be, procure the assignment or novation to, the Government (or its nominees) of the rights and obligations of the Operator in all leases, contracts or arrangements in respect of the Satellite Centres and the DHC Network or any such contracts entered into by the Operator;
 - (iii) do and execute any further things and documents (or procure that the same be done or executed) as may be required by the Government to give full effect to sub-clause (ii) hereof;
- (f) return to the Government all balance standing to the credit of the Designated Bank Account including any surplus arising from the operation of the DHC Scheme;
- (g) submit to the Government all the documents and materials in which the Intellectual Property Rights are vested in the Government; and
- (h) render such assistance and facilities to the Government and the succeeding Operator the Government may specify in relation to any preparation for handing over the DHC Centres, the Government Data, the documents and materials in which the Intellectual Property Rights are vested in the Government, furniture and equipment, and the Services to the Government or the succeeding Operator, and provide training to staff of the succeeding Operator on all the aspects in connection with the Services prior to the completion, expiry or termination of this Contract as directed by the Government.

21.4 The Government shall not be responsible for any loss, liability, damage, costs and expenses suffered or incurred by the Operator due to the termination.

21.5 If the Contract is terminated pursuant to Clause 20.1 above, the Operator shall be liable for all losses, damage, liabilities, costs and expenses suffered or incurred by the Government in, arising from or as a result of the termination.

22. Set-off

Where the Operator has incurred any liability to the Government, whether at law or in equity and whether such liability is liquidated or unliquidated, the Government may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Government to the Operator under the Contract or any other contracts.

23. Assignment and Subcontracting

- 23.1 The Operator shall not, without the prior written consent of the Government Representative, assign, subcontract, or otherwise transfer the Contract, or any part share or interest therein, and only subject to such terms and conditions as the Government may impose.
- 23.2 Where the Operator subcontracts any part of the Contract with the consent of the Government Representative, the Operator shall not be relieved from any of its obligations under the Contract, and shall be responsible and liable for all acts, omissions, defaults, and neglects of all its sub-contractors, agents and consultants hired for the performance of any part of the Contract, and the employees of those sub-contractors, agents or consultants, as if they were the acts, omissions, defaults, and neglects of the Operator.

24. Notices

- 24.1 All notices, demands or other communications given or made under the Contract shall be delivered by hand, dispatched by prepaid post or sent by facsimile or email or to the postal address, facsimile number or email address for the attention of the authorised contact person as set out in the Operator's Tender (in the case of notices to the Operator), and to the postal address, facsimile number or email address set out below (in the case of notices to the Government), or to such other address (and in the case of facsimile to such facsimile number) as the parties may designate in writing by 5 days' prior written notice.

To Government –

Team 5, Health Branch
Food and Health Bureau
11/F, THE HUB,
23 Yip Kan Street, Wong Chuk Hang,
Hong Kong
Attention: Chief Executive Officer (Health) 5A
Telephone:(852) 2205 2462
Facsimile: (852) 2556 2638
E-mail: twdhctender@fhb.gov.hk

- 24.2 Such notices, demands or other communications shall be addressed as provided above and, if so addressed, shall be deemed to have been duly given or made as follows –
- (a) if sent by personal delivery during normal business hours on working day, upon delivery at the address of the relevant party;
 - (b) if sent by post, 4 days (for any place in Hong Kong) and 7 days (for any place outside Hong Kong) after the date of posting;
 - (c) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report

generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; or

(d) if sent by email, when actually received in a form readable by the addressee.

25. Waiver

No failure or delay by a party to exercise any right under the Contract or otherwise will operate as a waiver of that right or any other right nor will any single or partial exercise of any such right preclude any other or further exercise of that right or the exercise of any other right.

26. Amendment

Subject to the provisions of the Contract, no waiver, addition, alteration or amendment to any provision of the Contract shall be valid unless made by a written instrument signed by both parties.

27. Severability

Any terms and conditions of the Contract which is declared by any court or tribunal or competent jurisdiction to be illegal, invalid or unenforceable in any respect under the applicable law shall be severed from the Contract to the maximum extent permissible by the applicable law without in any manner affecting the legality, validity or enforceability of the remaining terms and conditions of the Contract, all of which shall continue in full force and effect.

28. Governing Law and Jurisdiction

The Contract shall be construed in accordance with the laws of Hong Kong and the parties hereby submit to the exclusive jurisdiction of Hong Kong courts.

29. Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to the provision of the Services. The Operator acknowledges that in entering into the Contract, it has not relied on any representation or warranty purportedly made by the Government or any person for the Government.

30. Contracts (Rights of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

31. Force Majeure

- 31.1 If the Operator becomes aware of any matter likely to constitute a Force Majeure Event, the Operator shall forthwith notify the Government in writing of that matter and all relevant particulars.
- 31.2 Within 3 days after the occurrence of a Force Majeure Event, the Operator shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Operator's ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, the Government may on its own issue a notice to the Operator noting the occurrence of the Force Majeure Event and requiring the Operator to suspend all or any of the obligations under the Contract. A notice issued by the Operator or the Government pursuant to this Clause is hereinafter referred to as the "Suspension Notice".
- 31.3 Following the issue of a Suspension Notice by the Operator or the Government, the Operator shall keep the Government informed at reasonable intervals, and upon the request of the Government, of –
- (a) the likely duration of the relevant Force Majeure Event and of its effect on the Operator's ability to perform its obligations under the Contract;
 - (b) the actions taken or proposed to be taken by the Operator to mitigate or minimise the effects of that Force Majeure Event; and
 - (c) any other matters relevant to that Force Majeure Event or the Operator's performance affected by that Force Majeure Event.
- 31.4 To the extent that the performance of obligations by the Operator under the Contract is prevented by a Force Majeure Event, the Operator's performance of such obligations will, subject to Clause 31.5 below, be suspended to that extent from the date the Operator or the Government gives a Suspension Notice in respect of that Force Majeure Event until the Operator ceases to be so prevented ("Cessation Date"). Notwithstanding anything in the Contract to the contrary, as soon as the Government issues a Suspension Notice to the Operator, the Operator shall forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.
- 31.5 During the suspension of any obligations under Clause 31.4 above –
- (a) the Operator shall use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Operator's performance of the obligations under the Contract;
 - (b) the Government may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and

- (c) the Operator shall not be entitled to any cost, fee or charge or such pro rata portion thereof in respect of the suspended obligations for the suspended period.
- 31.6 As soon as the relevant Force Majeure Event has ended, the Operator shall forthwith notify the Government of the Cessation Date, or the Government may on its own, after consultation with the Operator, by notice in writing to the Operator, determine the appropriate Cessation Date. The Operator shall immediately after the Cessation Date resume performance of the suspended obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Operator on the appropriate Cessation Date, the Government's decision shall be final in the absence of manifest error.
- 31.7 Should suspension of the performance by the Operator of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, the Government shall be entitled to terminate the Contract pursuant to Clause 20.1(i) above.
- 31.8 The Operator shall ensure that provisions similar to this Clause 31 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

32. Intellectual Property Rights

- 32.1 All materials, books of accounts, accounting records, financial records and statements, medical records, health records, administrative and operational records, compilation of data, statistics, records, facts and information, reports and any other documents, plans or things prepared, produced or created by the Operator, its engaged M&H Practitioners, sub-contractors, community partners and agents and the Operator's Employees in relation to and/ or in the course of the performance of the Services ("Materials") shall be the property of the Government. Subject to Clause 32.2 below, all Intellectual Property Rights in any such Materials shall vest in and belong to the Government immediately upon creation.
- 32.2 The Operator hereby grants or undertakes to procure at its own cost and expense for the benefits of the Government, its authorised users, assigns and successors-in-title an irrevocable, non-exclusive, worldwide, perpetual, royalty-free, transferable and sublicensable licence to use any Materials the Intellectual Property Rights of which are owned by third parties ("Third Party Materials") submitted or to be submitted by the Operator under this Contract. Such licence shall include the following rights –
 - (a) the rights to use any Third Party Materials submitted hereunder for all purposes (or any one or more) contemplated by this Contract; and
 - (b) the rights to reproduce in any format as many copies of the Third Party Materials as, in the opinion of the Government, are reasonably required for

Part V - Conditions of Contract

operational use, analysis record keeping, disclosure, distribution and security.

- 32.3 The Operator shall keep the Government informed in writing of any Third Party Materials of which the Operator is not empowered to grant licence(s) or cannot procure licence pursuant to Clause 32.2 above and upon the terms of this Contract and any restrictions whatsoever affecting the use thereof.
- 32.4 The Operator hereby undertakes to produce for inspection by the Government within 2 days upon request all proper licences clearances and releases in writing to be granted in favour of the Government, its authorised users, assigns and successors-in-title pursuant to the terms of the licence under Clause 32.2 above.
- 32.5 For the purpose of this Clause, the licences granted or to be granted shall cover all Intellectual Property Rights of whatever nature.
- 32.6 The Operator hereby irrevocably waives, and undertakes to procure at its own costs and expense all authors of all Materials (including any Third Party Materials) or any part thereof submitted or to be submitted by the Operator to irrevocably waive, all moral rights (whether past, present or future) in the respective Materials. Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon creation of such Materials or upon delivery of such Materials to the Government or upon the grant of the corresponding licence to the Government, its authorised users, assigns and successors-in-title.
- 32.7 The Operator shall at its own costs and expense do and execute any further things and documents (or procure that the same be done or executed) as may be required by the Government to give full effect to this Clause and shall provide all such documents and Materials to the Government within 14 days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.
- 32.8 The Operator warrants to the Government that –
- (a) the Operator, its employees, engaged M&H Practitioners, sub-contractors, community partners or agents, shall not infringe or cause, suffer or allow infringement of any Intellectual Property Rights of any person in respect of any things and materials whatsoever used or provided in or from the DHC Centres or any activity conducted in the DHC Centres or in connection with the performance of this Contract, including but not limited to infringement in respect of any furnishing and fitting-out works, furniture, equipment, design, computer software, DHC IT System and infrastructure, servers, workstations, equipment, commodity, goods, merchandise, publication, music, broadcasts, entertainment or other form of literal or artistic work or production;
 - (b) all commodities, goods and merchandise to be stocked, or displayed or sold in or from the DHC Centres do not consist of or contain any things or materials which infringe the Intellectual Property Rights of any person;

- (c) the Operator shall be responsible for obtaining all clearances at its own costs and expenses for musical works, literary works, artistic works, dramatic works, sound or video recordings, films, broadcasts, cable programmes and any other copyright works to be performed, shown, played in public in the DHC Centres, including but not limited to paying the licence fee to the Composers and Authors Society of Hong Kong Limited, the Phonographic Performance (South East Asia) Limited, Hong Kong Recording Industry Alliance Limited, and the relevant licensing bodies and other copyright owners;
- (d) the provision of any of the Services and any Materials (including any Third Party Materials) by the Operator in performing this Contract, the use, operation or possession by the Government, its authorised users, assigns and successors-in-title of any Materials (including any Third Party Materials) or any part thereof for any of the purposes contemplated by this Contract does not and will not infringe any Intellectual Property Rights of any person;
- (e) the exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Contract will not infringe any Intellectual Property Rights of any person;
- (f) the Government, its authorised users, assigns and successors-in-title will not incur any liability for infringement of any Intellectual Property Rights of any person by the Operator's possession, stocking, display or sale of any commodities, goods, merchandise, or any other things and materials whatsoever used or provided in or from the DHC Centres or any activity conducted therein or in connection with the performance of this Contract;
- (g) in respect of any Materials (including any Third Party Materials), software, things and other materials supplied or used by the Operator, its engaged M&H Practitioners, sub-contractors, community partners or agents or the Operator's Employees in the performance of this Contract and in respect of which any Intellectual Property Rights is vested in a third party, prior to the use of such Materials, software, things and other materials, the Operator has or shall have obtained the grant of all necessary consents, approvals and agreements for itself and its authorised users and for the Government, its authorised users, assigns and successors-in-title authorising the use of such Materials, software, things and other materials for all purposes;
- (h) the Operator shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against all actions, costs, claims, demands, damages, expenses (including without limitation the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising out of or in connection with any allegation and/ or claim in respect of any infringement of any Intellectual Property Rights of any person at or related to the DHC Centres or in connection with the performance of this Contract;

and

- (i) the provisions of this Clause 32.8 shall survive the expiry, completion or termination of this Contract (howsoever, occasioned) and shall continue in full force and effect notwithstanding such expiry, completion or termination.

32.9 The Operator shall remove forthwith from display any commodities, goods or merchandise or any other things and materials whatsoever used or provided in or from the DHC Centres or in connection with the performance of the Contract, and not to further stock, display or sell such items -

- (a) to which the Government has notified its objection to the Operator as being inconsistent with the objectives of the business or the objectives/ images of the DHC Centres or the Government;
- (b) of which there is allegation or claim of infringement of Intellectual Property Rights of any person; or
- (c) which consists of or contains any things or materials that infringe or are alleged to infringe the Intellectual Property Rights of any person, and the Government shall not be liable for any losses suffered or expenses incurred whatsoever by the Operator as a result of such suspension from stocking, display or sale, or removal of the item concerned.

32.10 The Government shall have the naming right of the DHC Centres and own all Intellectual Property Rights in the name of the DHC Centres (in Chinese and English). The Operator shall have no rights to use the name of the DHC Centres (including the names in Chinese and English) other than for the purpose of performing its obligations under this Contract.

33. Consent to Disclose

33.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the Operator, particulars of the Services to be provided by the Operator, the date of the award, the name and address of the Operator and the estimated contract price.

33.2 Nothing herein shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified herein) if the disclosure is made under any one of the following circumstances –

- (a) the disclosure of any information to any public officer or public body (as defined in the Interpretation and General Clauses Ordinance (Cap. 1)) or any other person employed, used or engaged by the Government (including advisers, consultants and contractors);
 - (b) the disclosure of any information already known to the recipient;
-

- (c) the disclosure of any information which is public knowledge;
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong or an order of a court of Hong Kong or a tribunal with competent jurisdiction; or
- (e) without prejudice to the power of the Government under Clause 33.1 above, to the extent the information relates to the Operator, with the prior consent of the Operator.

34. Double Subsidy

- 34.1 The Operator shall ensure that all monies received from the Government and all income generated from the DHC Scheme or otherwise under the Contract will only be used for the provisions of the Services and not for, for example, the services which are funded by the Government not under this Contract.
- 34.2 Notwithstanding any other provisions herein, unless the Government agrees in writing, if the Services provided have been funded or are to be funded by the Government not under this Contract, the Operator shall not deploy any monies in the Designated Bank Account for the same Services.

35. Other Financial Arrangement

Rental Charges for Satellite Centres

- 35.1 The Monthly Operation Cost shall be used to cover actual payment by the Operator for rental charges for the Satellite Centres, including rental cost, fees for building management and air-conditioning, Government rates and rent (wherever applicable).
- 35.2 The premises to be used as the Satellite Centres shall be for the DHC Scheme and the related rental charges shall be reasonable and subject to the prior written agreement of the Government.
- 35.3 In case the Operator will use self-owned premises as a Satellite Centre which is acquired at market value and the superstructure of which is funded by the Operator's own resources, the rental cost to be covered by the DHC Scheme shall not exceed the prevailing rate of concessionary rent for welfare premises of the Housing Authority.
- 35.4 In case the Operator will use premises owned by a Related Party of the Operator which is acquired at market value and the superstructure of which is funded by the Related Party's own resources as a Satellite Centre, the rental charges to be covered by the Government shall not exceed the rateable value of the premises as assessed by the Rating and Valuation Department.

- 35.5 In case the premises as a Satellite Centre is procured under a subletting arrangement in which the Operator or the Related Party of the Operator occupies the premises as a tenant, the Operator shall ensure that the tenant has the right to sublet the premises and the rental charges to be covered by the Government shall not exceed the rental cost and the related expenses as stated in the original tenancy agreement between the Operator or the Related Party of the Operator and the landlord.

Administrative Overheads

- 35.6 To fulfil the obligation at Clause 2(u) above and subject to the prior agreement of the Government, the Operator may charge a monthly administrative overhead cost of not more than 2% of the total amount of the Monthly Basic Fee and Monthly Operation Cost of Satellite Centres for provision of administrative support services during the 3-year operation period from the Operation Date.

36. Order for Variation

- 36.1 The Government may at any time during the Term by notice in writing direct the Operator to alter, amend, omit, add to, or otherwise vary any of the Services such as the scope and type of Services as well as the performance requirements and standards of requirements detailed in Part VI – Service Specifications and such variation shall not in any way vitiate or invalidate the Contract. Such variation shall include but not be limited to the circumstances described below –
- (a) provision of additional services in relation to primary healthcare related initiatives that are yet to be covered by Part VI – Service Specifications;
 - (b) provision of additional services directed by the Government under public health emergency situation; and
 - (c) provision of additional service outlets, IT systems, furniture and equipment for the Services.
- 36.2 The Operator shall comply with the orders for variation issued by the Government from time to time during the Term as is reasonable in the circumstances. No variation of the Services shall be made by the Operator without an order in writing from the Government Representative.

37. Valuation of Variation

Where a variation has been made to the Contract under Clause 36 above, the amount to be added to or deducted from the payments under Clause 5 above shall be based on the rates as stated in the Contract or in the absence of which, as agreed between the Government and the Operator as is reasonable in the circumstances.

SCHEDULE A
OPERATION PLAN

(Note: To contain the Operator's Operation Plan subject to such modification as may be agreed with the Government.)

SCHEDULE B
PRICE SCHEDULE

Part A – Monthly Basic Fee and Monthly Operation Cost of Satellite Centres

(To contain the Monthly Basic Fee and Monthly Operation Cost of Satellite Centres proposed by the Operator subject to such modification as may be agreed with the Government in Appendix 6 to Part II – Terms of Tender.)

	Items	Number¹	Cost HK\$ (per month)
1a	Members of Core Team		
	Executive Director	1	[00]
	Chief Care Coordinator	1	[00]
	Care Coordinator	[00]	[00]
	Nurse	[00]	[00]
	Physiotherapist	[00]	[00]
	Occupational Therapist	[00]	[00]
	Pharmacist	[00]	[00]
	Social Worker	[00]	[00]
	Dietitian	[00]	[00]
	Administrative Manager	[00]	[00]
	Accounting Manager	[00]	[00]
	Information Technology Officer	[00]	[00]
Other administrative staff (to be itemised)	[00]	[00]	

¹ Representing the number of posts proposed by the Operator in its Tender and accepted by the Government.

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	Items	Number ¹	Cost HK\$ (per month)
1b	Other posts accepted by the Government in Part B of Schedule D to Part V – Conditions of Contract to be stationed in the Core Centre (a) (b) (c)	[00]	[00]
2	Administrative Costs for Operation of the Core Centre and the DHC Network (with breakdown) including without limitation – (a) Promotion and publicity for the DHC Scheme (b) Utilities and other outgoings of the Core Centre (c) Minor repairs and maintenance works in respect of the Core Centre (d) Administrative overheads (e) Non-recurrent expenditure (for expenses expected to be incurred upon contingent events or when special need arises) # (f) Others (please itemise)		[00]
3	Expenditure for each Innovative Suggestion # (a) Staff cost (i) (ii) (b) Other related cost (please itemise)		
Monthly Basic Fee (items 1a+1b+2+3) = (A)			[00]

<p>Monthly Operation Cost of Satellite Centres*</p> <p>(i) Tsuen Wan (East)</p> <p style="padding-left: 20px;">(a) Staff Cost**</p> <p style="padding-left: 40px;">(1)</p> <p style="padding-left: 40px;">(2)</p> <p style="padding-left: 40px;">(3)</p> <p style="padding-left: 20px;">(b) Other Operation Cost</p> <p>(ii) Tsuen Wan (South)</p> <p style="padding-left: 20px;">(a) Staff cost**</p> <p style="padding-left: 40px;">(1)</p> <p style="padding-left: 40px;">(2)</p> <p style="padding-left: 40px;">(3)</p> <p style="padding-left: 20px;">(b) Other Operation Cost</p> <p>(iii) Tsuen Wan (West)</p> <p style="padding-left: 20px;">(a) Staff cost**</p> <p style="padding-left: 40px;">(1)</p> <p style="padding-left: 40px;">(2)</p> <p style="padding-left: 40px;">(3)</p> <p style="padding-left: 20px;">(b) Other Operation Cost</p> <p>(iv) Tsuen Wan (North)</p> <p style="padding-left: 20px;">(a) Staff cost**</p> <p style="padding-left: 40px;">(1)</p> <p style="padding-left: 40px;">(2)</p> <p style="padding-left: 40px;">(3)</p> <p style="padding-left: 20px;">(b) Other Operation Cost</p>		
<p>Total Monthly Operation Cost of 4 Satellite Centres (items i+ii+iii+iv) = (B)</p>		[00]

* The disbursement of the Monthly Operation Cost of Satellite Centres is subject to the prior approval by the Government and the actual operation schedule of the Satellite Centres.

**Other posts accepted by the Government in Part B of Schedule D to Part V – Conditions of Contract to be stationed in the Satellite Centres.

Payment of this expenditure item is subject to prior agreement of the Government.

Part B – DHC Network Health Assessment Unit Fees & Subsidy Table

(To contain the Network Health Assessment Unit Fees and the Network Health Assessment Subsidies proposed by the Operator and agreed with the Government.)

Health Assessment	Network Health Assessment Unit Fee (HK\$ per assessment)	Co-payment by DHC Clients (HK\$ per assessment)	Network Health Assessment Subsidy Payable by the Government (HK\$ per assessment)
	(A)	(B)	((A) - (B)) = (C)
Laboratory test for diabetes mellitus assessment*		150	
Laboratory test for hypertension assessment*		150	
Optometry assessment*		150	

* The respective health assessments should be conducted in accordance with the requirements set out in the DHC Service Manual and Guidelines.

Part C – DHC Network HP Unit Fees & Subsidy Table

(To contain the Network HP Unit Fees and Network HP Subsidies proposed by the Operator and agreed with the Government.)

Healthcare Professional Services	Network HP Unit Fee (HK\$/ Session)	Co-payment by DHC Clients (HK\$/ Session)	Network HP Subsidy Payable by the Government (HK\$/ Session)
	(A)	(B)	((A) - (B)) = (C)
Physiotherapy		150	
Occupational Therapy		150	
Dietetic service		150	
Chinese Medicine service		150	

Part D – Set-up Cost

(To contain the Set-up Cost proposed by the Operator and agreed with the Government.)

Use of Set-up Cost	Amount (HK\$)
(a) Pre-operation working capital (excluding the procurement of furniture and equipment for the DHC Centres)	[00]
(b) Setting up of the Satellite Centres (excluding the procurement of furniture and equipment for the DHC Centres)	[00]
(c) Ceiling on procurement of furniture and equipment for the DHC Centres as proposed by the Operator and agreed by the Government	[00]
Set-up Cost	[00]

Part E – Summary of Total Contract Price

Item	HK\$
Part A (A) – Total Monthly Basic Fee for 36 months from the Operation Date (AA)	
Part A (B) – Total Monthly Operation Cost for all 4 Satellite Centres for 36 months from the Operation Date (BB)	
Part B – Total Indicative Monthly Network Health Assessment Subsidy for 36 months from the Operation Date (CC)	
Part C – Total Indicative Monthly Network HP Subsidy for 36 months from the Operation Date (DD)	
Part D – Set-up Cost (EE)	
Indicative Value of Co-payment waived for DHC Clients to be absorbed by the Government for 36 months, amounting to HK\$6 million for 36 months (FF)	6,000,000
Indicative Value of Network MP Subsidy to be absorbed by the Government for 36 months, amounting to HK\$4 million for 36 months (GG)	4,000,000
Total Contract Price ((AA) + (BB) + (CC) + (DD) + (EE) + (FF) + (GG))	

Schedule C
Service Output Targets

Service		Average Annual Attendance
1	Health Promotion/ Education (Group/ class activities) e.g. exercise classes, fall prevention, health education activities/ talks on healthy diet, diabetes mellitus/ hypertension self-management	12 000
2	Health Risk Factor Assessment	12 400
3	* Screening for (a) Hypertension (b) Diabetes Mellitus	6 500
4	# Management of (a) Hypertension (b) Diabetes Mellitus	5 400
5	@ Management of musculoskeletal disorders i.e. osteoarthritic knee pain and low back pain	3 830
6	@ Stroke rehabilitation @ Hip fracture rehabilitation @ Post-acute myocardial infarction cardiac rehabilitation	1 250
7	Individual Counselling by Nurse/ Pharmacist/ Social worker	6 400

* include medical consultation and medical laboratory test

include medical consultation, medical laboratory test, individual subsidised session

@ include individual subsidised session

Schedule D
Staffing Plan

(To contain requirement on the Core Team (including the Key Personnel) and other staff proposed by the Operator respectively in Appendix 2, Item A2(a) and Annex B thereto in Appendix 1 to Part II – Terms of Tender and as accepted by the Government.)

Part A(i) – Key Personnel in the Core Team

Post	No.	Qualifications	Experience	Responsibilities
Executive Director	1	[Tertiary Education]	[00] aggregate years of administrative experience in supervisory positions, in the fields of public administration, medical, healthcare, community service operations or other similar fields considered relevant by the Government within the [00] years immediately prior to the Original Tender Closing Date	Oversees the operation and strategic development of the Services, including external liaison and collaboration. He shall be the person-in-charge responsible for liaising with the FHB in respect of the Contract.
Chief Care Coordinator	1	[Part I or II Registration with the Nursing Council of Hong Kong] [qualification in community nursing, if any]	[00] aggregate years of experience in nursing practice as Registered Nurse, of which [00] aggregate years are earned in community nursing or primary nursing or public health nursing within the 15 years immediately prior to the Original Tender Closing Date	Oversees the provision and development of clinical services under the DHC Scheme as well as the development of and liaison with the DHC Network; and serves as the nursing chief at the Core Centre and offers health assessment/ screening/ education and other nursing services

Part A(ii) – Core Team (Other than the Key Personnel in Part A(i))

Post	Minimum No.	Minimum Qualifications	Minimum Experience	Responsibilities
Care Coordinator	5	Part I or II Registration with the Nursing Council of Hong Kong	Five aggregate years of experience in patient care related nursing practice as Registered Nurse	Serves as nursing staff at the DHC Centres; provides support to the Chief Care Coordinator; and offers health assessment/ screening/ education and other nursing services
Nurse	3	Part I or II Registration/ Enrolment with the Nursing Council of Hong Kong	Nil	Serves as nursing staff at the DHC Centres; provides support to the Care Coordinators; and offers health assessment/ screening/ education and other nursing services
Physiotherapist (PT)	2	Part Ia Registration with the PT Board	Five aggregate years of patient care related practice in physiotherapy	Offers physiotherapy services in the DHC Centres; and supports the Key Personnel in service development
Occupational Therapist (OT)	2	Part I Registration with the OT Board	Five aggregate years of patient care related practice in occupational therapy	Offers occupational therapy services in the DHC Centres; and supports the Key Personnel in service development

Part V - Conditions of Contract - Schedule D

Post	Minimum No.	Minimum Qualifications	Minimum Experience	Responsibilities
Pharmacist	1	Registration with the Pharmacy and Poisons Board of Hong Kong	Five aggregate years of patient care related practice in pharmacy	Offers drug review and counselling on disease management or related services
Social Worker	3	Registration with the Social Workers Registration Board	Five aggregate years of practice in social or medical service	Provides counselling and social support related services and assists the Executive Director in the development and implementation of medical-social collaboration and community engagement under the DHC Scheme
Dietitian	1	Post-graduate diploma in dietetics or a bachelor of science degree in dietetics, inclusive of an internship, or equivalent; AND on the list of Hong Kong Academy of Accredited Dietitians	Five aggregate years of patient care related practice in dietetic service	Provide dietetic advice and counselling services
Administrative Staff, inclusive of:				

Part V - Conditions of Contract - Schedule D

Post	Minimum No.	Minimum Qualifications	Minimum Experience	Responsibilities
<i>1. Administrative Manager</i>	1	Degree holder	Five aggregate years of administrative experience including supervisory/ managerial work	Performs administrative and managerial duties in the DHC Centres
<i>2. Accounting Manager</i>	1	Degree holder in Accountancy, or a registered student of the Hong Kong Institute of Certified Public Accountants Qualification Programme, or equivalent	Ten aggregate years of work experience in finance or accounting	Responsible for financial and accounting operation, reporting on financial matters and internal financial control of the DHC Centres
<i>3. Information Technology (IT) Officer</i>	1	Degree holder in IT, or equivalent	Five aggregate years of post-qualification IT experience, of which two years are providing system and network support services	Provides planning, monitoring and support of the IT infrastructure and systems in DHC Centres
<i>4. Others</i>	5	Nil	Nil	Performs administrative duties and provides executive support in the DHC Centres

Part B – Other Staff

[Other staff as proposed by the Operator in Item A2(a) and Annex B thereto in Appendix 1 to Part II – Terms of Tender and accepted by the Government]	[00]
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Schedule E

Sample of Code of Conduct

Ethical Commitment

1. The (*name of company*) (hereafter referred to as the Company) regards honesty, integrity and fair play as our core values that must be upheld by all directors and staff¹ of the Company at all times. This Code sets out the basic standard of conduct expected of all directors and staff, and the Company's policy on acceptance of advantage and handling of conflict of interest when dealing with the Company's business.

Prevention of Bribery

2. The Company prohibits all forms of bribery and corruption. All directors and staff are prohibited from soliciting, accepting or offering any bribe in conducting the Company's business or affairs, whether in Hong Kong or elsewhere. In conducting all business or affairs of the Company, they must comply with the Prevention of Bribery Ordinance (POBO) of Hong Kong and must not:

- (a) solicit or accept any advantage from others as a reward for or inducement to doing any act or showing favour in relation to the Company's business or affairs, or offer any advantage to an agent of another as a reward for or inducement to doing any act or showing favour in relation to his principal's business or affairs;
- (b) offer any advantage to any public servant (including Government / public body employee) as a reward for or inducement to his performing any act in his official capacity or his showing any favour or providing any assistance in business dealing with the Government / a public body; or
- (c) offer any advantage to any staff of a Government department or public body while they are having business dealing with the latter.

(The relevant provisions of the POBO are at **Annex 1**.)

Acceptance of Advantage

3. It is the Company's policy that directors and staff should not solicit or accept any advantage for themselves or others, from any person, company or organisation having business dealings with the Company or any subordinate, except that they may accept (but not solicit) the following when offered on a voluntary basis:

- (a) advertising or promotional gifts or souvenirs of a nominal value; or
- (b) gifts given on festive or special occasions, subject to a maximum limit of \$ _____ in value; or
- (c) discounts or other special offers given by any person or company to them as customers, on terms and conditions equally applicable to other customers in general.

¹ "Staff" cover full-time, part-time and temporary staff, except where specified.

4. Gifts or souvenirs described in paragraph 3(a) that are presented to directors and staff in official functions are deemed as offers to the Company. The directors and staff concerned should report the acceptance to the Company and seek direction as to how to handle the gifts or souvenirs from *the approving authority*² using Form A (**Annex 2**). If a director or staff member wishes to accept any advantage not covered in paragraph 3, he/she should also seek permission from *the approving authority* using Form A.

5. However, a director or staff member should decline an offer of advantage if acceptance could affect his/her objectivity in conducting the Company's business or induce him/her to act against the interest of the Company, or acceptance will likely lead to perception or allegation of impropriety.

6. If a director or staff member has to act on behalf of a client in the course of carrying out the Company's business, he/she should also comply with any additional restrictions on acceptance of advantage that may be set by the client (e.g. directors and staff members performing any duties under a government or public body contract will normally be prohibited from accepting advantages in relation to that contract).

Offer of Advantage

7. Directors and staff are prohibited from offering advantages to any director, staff member or agent of another company or organisation, for the purpose of influencing such person in any dealing, or any public official, whether directly or indirectly through a third party, when conducting the Company's business. Even when an offer of advantage carries no intention of improper influence, it should be ascertained that the intended recipient is permitted by his employer/principal to accept it under the relevant circumstance before the advantage is offered.

Entertainment

8. Although entertainment³ is an acceptable form of business and social behaviour, a director or staff member should avoid accepting lavish or frequent entertainment from persons with whom the Company has business dealing (e.g. suppliers or contractors) or from his/her subordinates to avoid placing himself/herself in a position of obligation.

Records, Accounts and Other Documents

9. Directors and staff should ensure that all records, receipts, accounts or other documents they submit to the Company give a true representation of the facts, events or business transactions as shown in the documents. Intentional use of documents containing false information to deceive or mislead the Company, regardless of whether there is any gain or advantage involved, may constitute an offence under the POBO.

² Specify the post of the approving authority in the Code and the Form.

³ According to the POBO, "entertainment" means the provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment connected with or provided at the same time as the provision of food or drink.

Compliance with Laws of Hong Kong and in Other Jurisdictions

10. Directors or staff must comply with all local laws and regulations when conducting the Company's business, and also those in other jurisdictions when conducting business there or where applicable⁴.

Conflict of Interest

11. Directors and staff should avoid any conflict of interest situation (i.e. situation where their private interest conflicts with the interest of the Company) or the perception of such conflicts. When actual or potential conflict of interest arises, the director or staff member should make a declaration to *the approving authority* through the reporting channel using Form B (**Annex 3**).

12. Some common examples of conflict of interest are described below but they are by no means exhaustive:

- (a) A staff member involved in a procurement exercise is closely related to or has financial interest in the business of a supplier who is being considered for selection by the Company.
- (b) One of the candidates under consideration in a recruitment or promotion exercise is a family member, a relative or a close personal friend of the staff member involved in the process.
- (c) A director of the Company has financial interest in a company whose quotation or tender is under consideration by the Board.
- (d) A staff member (full-time or part-time) undertaking part-time work with a contractor whom he is responsible for monitoring.

Misuse of Official Position, Company Assets and Information

13. Directors and staff must not misuse their official position in the Company to pursue their own private interests, which include both financial and personal interests and those of their family members, relatives or close personal friends.

14. Directors and staff in charge of or having access to any Company assets, including funds, property, information, and intellectual property, should use them solely for the purpose of conducting the Company's business. Unauthorised use, such as misuse for personal interest, is strictly prohibited.

15. Directors and staff should not disclose any classified information of the Company without authorisation or misuse any Company information (e.g. unauthorised sale of the information). Those who have access to or are in control of such information, including information in the Company's computer system, should protect the information from unauthorised disclosure or misuse. Special care should also be taken in the use of any personal data, including directors', staff's and customers'

⁴ Some other countries' anti-bribery laws have provisions with extra-territorial effect, e.g. the UK's Bribery Act 2010, the USA's Foreign Corrupt Practices Act.

personal data, to ensure compliance with Hong Kong's Personal Data (Privacy) Ordinance.

Outside Employment

16. If a staff member wishes to take up employment outside the Company, he must seek the prior written approval of *the approving authority*. *The approving authority* should consider whether the outside employment would give rise to a conflict of interest with the staff member's duties in the Company or the interest of the Company.

Relationship with Suppliers, Contractors and Customers

Gambling

17. Directors and staff are advised not to engage in frequent gambling activities (e.g. mahjong) with persons having business dealings with the Company.

Loans

18. Directors and staff should not accept any loan from, or through the assistance of, any individual or organisation having business dealings with the Company. There is however no restriction on borrowing from licensed banks or financial institutions.

[The Company may wish to include other guidelines on the conduct required of directors and staff in their dealings with suppliers, contractors, customers, and other business partners as appropriate to specific trades.]

Compliance with the Code

19. It is the responsibility of every director and staff member of the Company to understand and comply with this Code, whether performing his duties of the Company in or outside Hong Kong. Managers and supervisors should also ensure that the staff under their supervision understand well and comply with this Code.

20. Any director or staff member in breach of this Code will be subject to disciplinary action, including termination of appointment. Any enquiries about this Code or reports of possible breaches of this Code should be made to *(post of a designated senior staff member)*. In cases of suspected corruption or other criminal offences, a report should be made to the appropriate authority.

(Name of Company)

Date :

Extracts of the Prevention of Bribery Ordinance (Cap. 201)

Section 9

- (1) Any agent who, without lawful authority or reasonable excuse, solicits or accepts any advantage as an inducement to or reward for or otherwise on account of his –
 - (a) doing or forbearing to do, or having done or forborne to do, any act in relation to his principal's affairs or business; or
 - (b) showing or forbearing to show, or having shown or forborne to show, favour or disfavour to any person in relation to his principal's affairs or business,
 shall be guilty of an offence.
- (2) Any person, who, without lawful authority or reasonable excuse, offers any advantage to any agent as an inducement to or reward for or otherwise on account of the agent's –
 - (a) doing or forbearing to do, or having done or forborne to do, any act in relation to his principal's affairs or business; or
 - (b) showing or forbearing to show, or having shown or forborne to show, favour or disfavour to any person in relation to his principal's affairs or business,
 shall be guilty of an offence.
- (3) Any agent who, with intent to deceive his principal, uses any receipt, account or other document –
 - (a) in respect of which the principal is interested; and
 - (b) which contains any statement which is false or erroneous or defective in any material particular; and
 - (c) which to his knowledge is intended to mislead the principal,
 shall be guilty of an offence.
- (4) If an agent solicits or accepts an advantage with the permission of his principal, being permission which complies with subsection (5), neither he nor the person who offered the advantage shall be guilty of an offence under subsection (1) or (2).
- (5) For the purposes of subsection (4) permission shall –
 - (a) be given before the advantage is offered, solicited or accepted; or
 - (b) in any case where an advantage has been offered or accepted without prior permission, be applied for and given as soon as reasonably possible after such offer or acceptance,
 and for such permission to be effective for the purposes of subsection (4), the principal shall, before giving such permission, have regard to the circumstances in which it is sought.

Section 4

- (1) Any person who, whether in Hong Kong or elsewhere, without lawful authority or reasonable excuse, offers any advantage to a public servant as an inducement to or reward for or otherwise on account of that public servant's-
 - (a) performing or abstaining from performing, or having performed or abstained from performing, any act in his capacity as a public servant;
 - (b) expediting, delaying, hindering or preventing, or having expedited, delayed, hindered or prevented, the performance of an act, whether by that public servant or by any other public servant in his or that other public servant's capacity as a public servant; or
 - (c) assisting, favouring, hindering or delaying, or having assisted, favoured, hindered or delayed, any person in the transaction of any business with a public body,
 shall be guilty of an offence.
- (3) If a public servant other than a prescribed officer solicits or accepts an advantage with the permission of the public body of which he is an employee being permission which complies with subsection (4), neither he nor the person who offered the advantage shall be guilty of an offence under this section.

Section 8

- (1) Any person who, without lawful authority or reasonable excuse, while having dealings of any kind with the Government through any department, office or establishment of the Government, offers any advantage to any prescribed officer employed in that department, office or establishment of the Government, shall be guilty of an offence.
- (2) Any person who, without lawful authority or reasonable excuse, while having dealings of any kind with any other public body, offers any advantage to any public servant employed by that public body, shall be guilty of an offence.

Extracts of the Prevention of Bribery Ordinance (Cap. 201)

Section 2

“Advantage” means :

- (a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;
- (b) any office, employment or contract;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;
- (e) the exercise or forbearance from the exercise of any right or any power or duty; and
- (f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e),

but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap. 554), particulars of which are included in an election return in accordance with that Ordinance.

“Entertainment” means :

The provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment connected with, or provided at the same time as, such provisions.

Section 19

In any proceedings for an offence under this Ordinance, it shall not be a defence to show that any such advantage as is mentioned in this Ordinance is customary in any profession, trade, vocation or calling.

(Company Name)

REPORT ON GIFTS/ADVANTAGES RECEIVED

Part A – To be completed by Receiving Staff

To : (Approving Authority)

Description of Offeror :

Name & Title : _____

Company : _____

Relationship (Business / Personal) : _____

Occasion on which the Gift/Advantage was / is to be received :

Description & (assessed) value of the Gift/Advantage:

Suggested Method of Disposal :

Remark

() Retain by the Receiving Staff

() Retain for Display / as a Souvenir in the Office

() Share among the Office

() Reserve as Lucky Draw Prize at Staff Function

() Donate to a Charitable Organisation

() Return to Offeror

() Others (please specify) :

(Name of Receiving Staff)

(Title / Department)

(Date)

Part B – To be completed by Approving Authority

To : (Name of Receiving Staff)

The recommended method of disposal is **approved / not approved.* *The gift/advantage concerned should be disposed of by way of : _____

(Name of Approving Authority)

(Title / Department)

(Date)

**Delete as appropriate*

(Company Name)
DECLARATION OF CONFLICT OF INTEREST

Annex 3
Form B

Part A – Declaration *(To be completed by Declaring Staff)*

To : (Approving Authority) via (supervisor of the Declaring Staff)

I would like to report the following actual/potential* conflict of interest situation arising during the discharge of my official duties:-

Persons/companies with whom/which I have official dealings
My relationship with the persons/companies (e.g. relative)
Relationship of the persons/companies with our Company (e.g. supplier)
Brief description of my duties which involved the persons/companies (e.g. handling of tender exercise)

 (Name of Declaring Staff)
 (Title / Department)
 (Date)

Part B – Acknowledgement *(To be completed by Approving Authority)*

To : (Declaring Staff) via (supervisor of the Declaring Staff)

Acknowledgement of Declaration

The information contained in your declaration form of _____ (Date) _____ is noted. It has been decided that:-

- You should refrain from performing or getting involved in performing the work, as described in Part A, which may give rise to a conflict.
- You may continue to handle the work as described in Part A, provided that there is no change in the information declared above, and you must uphold the Company’s interest without being influenced by your private interest.
- Others (please specify) : _____

 (Name of Approving Authority)
 (Title / Department)
 (Date)

**Delete as appropriate*

Part VI – Service Specifications

Section A – Core Team and other staff

1. The Operator shall engage the Core Team in accordance with Schedule D – Staffing Plan to Part V – Conditions of Contract.
2.
 - (a) The Executive Director and the Chief Care Coordinator of the Core Team shall start Services within 90 days from the Commencement Date;
 - (b) the other members engaged in compliance with the minimum requirements of the Core Team shall start Services according to a schedule to be proposed and submitted by the Operator within 120 days from the Commencement Date and accepted by the Government, and in any event these staff members shall start Services no later than 2 months before Operation Date; and
 - (c) all other members of the Core Team and other staff proposed by the Operator shall start Services according to a schedule specified in Part B of Schedule D Staffing Plan to Part V – Conditions of Contract and accepted by the Government.
3. The Operator shall deploy throughout the Term (as appropriate) –
 - (a) the Key Personnel to oversee the Operator’s operation of DHC Scheme; and
 - (b) the Core Team in the provision of the Services.
4. Should one or more of the Key Personnel become unavailable for whatever reason or should the Operator propose to change one or more of the Key Personnel, the Operator shall seek the Government Representative’s prior approval in writing on its plan to replace such Key Personnel. Unless with the Government Representative’s prior approval in writing, the replacement shall have the same or better qualification and experience than that of the outgoing Key Personnel.
5. The Operator shall develop and maintain a set of human resource management policies and manuals in respect of manpower planning, recruitment, staff communication, performance appraisal, pay and reward systems, training and development.
6. The Operator shall develop and adopt clear and intelligible recruitment procedures so that candidates meeting the stipulated minimum qualification and experience requirements will be given equal opportunities for selection on the basis of individual’s merits and abilities.
7. The Operator shall ensure prudent use of public money and avoid offering overly generous remuneration packages to individual Operator’s Employees. The remuneration package offered to an Operator’s Employee should be based on his/her calibre. The Operator should establish its own pay structure for the DHC

Scheme which may draw reference to the qualification and experience requirements of the rank benchmarking to the “Salary Scale of Common Posts in the NGOs” published by the Social Welfare Department.

Section B – Core Centre

1. The Government will procure and provide for use by the Operator for the provision of the Services under the Contract the Core Centre fitted-out as set out in Annex hereto.
2. The Operator shall no later than 30 days before the Operation Date fit out and set up the Core Centre to be in a state of readiness for the provision of the Services.
3. The Operator shall commence from the Operation Date operation of the Core Centre and provide throughout the Term the Services therefrom in accordance with this Section and Schedule A to Part V – Conditions of Contract.
4. The Operator shall –
 - (a) maintain the Core Centre in a clean and serviceable condition throughout the Term; and
 - (b) not make any modification or alteration to the Core Centre or its fixtures without prior written permission from the Government.
5. The Operator may arrange necessary emergency, urgent or maintenance works at the Core Centre with the prior written consent of the Government Representative and may seek reimbursement for these costs from the Government. However, if prior written consent has not been secured, the Operator’s claim for reimbursement would not be entertained.
6. Unless with the prior written approval of the Government Representative, the Operator shall throughout the Term use the Core Centre exclusively for the purpose of the DHC Scheme, and shall provide the Services from the Core Centre which shall be open to DHC Clients not less than 10 hours a day, 6 days a week (with at least 2 days with closing time no earlier than 9:00 p.m. (Hong Kong time) and the rest with closing time no earlier than 8:00 p.m. (Hong Kong time)), as well as a rest day to be agreed by the Government Representative. The Operator shall provide the Services during public holidays which last for 3 or more consecutive days. The Operator should propose for the Government’s prior written approval the service hours of the Core Centre on public holidays 30 days before the Operation Date.

Section C – Satellite Centres

1. The Operator shall –

Part VI - Service Specifications

- (a) within 90 days from the Operation Date submit for approval of the Government Representative on the 4 proposed Satellite Centres;
 - (b) within 90 days from obtaining the Government Representative's approval to be issued under paragraph 1(a) of this Section procure the use of the Satellite Centres under the Contract; and
 - (c) within 11 months from the Operation Date set up and fit out all Satellite Centres in a state of readiness to commence operation no later than 12 months from the Operation Date and provide throughout the Term the Services therefrom in accordance with this Section and Schedule A to Part V – Conditions of Contract.
2. The Satellite Centres shall be set up as the neighbourhood first contact points for the Services in each of the following sub-districts –
 - (a) Tsuen Wan (East)¹;
 - (b) Tsuen Wan (South)²;
 - (c) Tsuen Wan (West)³; and
 - (d) Tsuen Wan (North)⁴.
3. Each Satellite Centre shall –
 - (a) be exclusively used for the purpose of the DHC Scheme;
 - (b) have one nurse counselling room;
 - (c) have one activity room of no less than 30 square metres (internal floor area) for DHC activities for 100% of the opening hours of the Satellite Centre;
 - (d) be supervised by one full-time nurse; and
 - (e) be open for service 10 hours a day till 8:00 p.m. (Hong Kong time) and 6 days a week with a rest day to be proposed by the Operator and approved by the Government. The Operator should propose for the Government's prior written approval the service hours of each Satellite Centre on public holidays 30 days before the operation of that Satellite Centre.

¹ Covering Luk Yeung, Cheung Shek, Shek Wai Kok, Lei Muk Shue West and Lei Muk Shue East.

² Covering Tak Wah, Yeung Uk Road, Tsuen Wan South, Hoi Bun and Clague Garden.

³ Covering Tsuen Wan West, Ma Wan, Tsuen Wan Rural and Ting Sham.

⁴ Covering Tsuen Wan Centre, Discovery Park, Fuk Loi, Lai To and Allway.

Section D – Other Means to Enhance Accessibility of the Services

1. The Operator shall –
 - (a) provide outreaching services as appropriate for addressing healthcare service needs of the DHC Clients; and
 - (b) establish strategies to enhance accessibility of the Services, such as setting up additional service point(s), providing service van and barrier free facilities. For the purpose of this Section, “service point(s)” means one or more service outlets to be arranged by the Operator in addition to the Core Centre and Satellite Centres in relation to the provision of the Services.

Section E – Temporary Closure of the DHC Centres

1. In the event that the Government Representative deems it necessary or expedient to close all or part of the DHC Centres temporarily for safety or other reasons, the Operator shall not make any claim for compensation or relief of any nature whatsoever against the Government for such temporary closure.
2. In connection with paragraph 1 of this Section, if the demand for closure of all or part of the Core Centre by the Government is due to maintenance or building modification of the Core Centre, the Government shall give the Operator one-month advance notice before the starting date of such suspension, unless it is not practicable in the circumstances.
3. Upon such closure and on demand of the Government, the Operator and the engaged community partners and their respective employees and agents, shall forthwith suspend the Services or any part of the Services, and remove any equipment and materials as required by the Government.

Section F – Provision of the Services

1. The Operator shall –
 - (a) at any of the DHC Centres provide to the targeted group (which for the purpose of this paragraph means, for the time being, any person being a Tsuen Wan District resident) Primary Prevention Services which shall include health promotion, advisory and counselling services and educational programmes to drive healthy lifestyle especially for the prevention of chronic diseases;
 - (b) at any of the DHC Centres or through the DHC Network provide to the targeted group (which for the purpose of this paragraph means, for the time being, Tsuen Wan District residents) **Secondary Prevention Services**

which shall include **health risk factor assessment** for overweight/ obesity, fall risk and lifestyle risk factors (such as smoking, alcohol consumption, physical inactivity); **and screening** to facilitate early identification of targeted chronic diseases;

- (c) under the direction of the governance structure or body set up or to be set up by the Government, arrange two stakeholder engagement exercises each year to collect comments and suggestions from local service partners and other stakeholders on the Services for continued improvement in meeting service needs under the DHC Scheme. Results of the engagement exercises should be reported back to the governance body;
- (d) at any of the DHC Centres or through the DHC Network provide to the targeted group (which means and includes, for the time being, (a) DHC Clients identified through health risk factor assessment and screening under Secondary Prevention Services; (b) patients referred by Medical Practitioners in the DHC Network; and (c) patients referred by the Hospital Authority) **Tertiary Prevention Services** which shall include the management of chronic diseases and rehabilitation support services for patients with stroke, post-acute myocardial infarction and/ or hip fracture;
- (e) for the purpose of this paragraph –
 - (i) “chronic diseases” shall mean one or more of hypertension, diabetes mellitus and/ or musculoskeletal disorder (low back pain, osteoarthritic knee pain);
 - (ii) “Tsuen Wan District resident” shall mean any Hong Kong resident who is able to produce satisfactory address proof showing himself being a resident within the Tsuen Wan District; and
- (f) the Operator shall comply with the implementation details as set out in Schedule A to Part V – Conditions of Contract and the DHC Service Manual and Guidelines which may be updated by the Government from time to time.

Section G – DHC Network

1. The Operator shall procure the M&H Practitioners in the DHC Network meeting the following minimum requirements –

Types of the M&H Practitioners in the DHC Network	Minimum Requirements
Medical Practitioners	The definition of Medical Practitioners as set out in Part I – Interpretation

Types of the M&H Practitioners in the DHC Network	Minimum Requirements
Chinese Medicine Practitioners	The definition of Chinese Medicine Practitioners as set out in Part I – Interpretation
Physiotherapists	Part Ia registration with the Physiotherapists Board
Occupational Therapists	Part I registration with the Occupational Therapists Board
Dietitians	Post-graduate diploma in dietetics or a bachelor of science degree in dietetics, inclusive of an internship, or equivalent; AND on the list of Hong Kong Academy of Accredited Dietitians
Speech Therapists	A degree in Speech and Hearing Sciences from a local university or equivalent, AND registered with the Hong Kong Institute of Speech Therapists
Podiatrists	A degree in Podiatry, Podiatric Medicine or Podiatric Studies, or equivalent
Medical Laboratory Service	At least one director of the company is a Part I medical laboratory technologist and the laboratory is the Hong Kong Laboratory Accreditation Scheme (HOKLAS) accredited
Optometrists for optometry assessment	Part I registration with the Optometrists Board

2. The Operator shall actively connect M&H Practitioners in the districts to engage them to join the DHC Network. And, the Operator shall ensure that an open and fair recruitment process, which will be to the satisfaction of the Government, will be adopted for recruitment and engagement of M&H Practitioners in the DHC Network.
3. The Operator shall –
 - (a) no later than 60 days before the Operation Date, propose its plan for engaging M&H Practitioners for the DHC Network by the Operation Date in order to meet the minimum requirements specified in paragraphs 4(a) and (b) of this Section, in a form to be provided by the Government, for the approval of the Government Representative;

Part VI - Service Specifications

- (b) by the Operation Date, launch and operate the DHC Network which has been approved by the Government and with numbers of M&H Practitioners as approved by the Government that meet the minimum requirements specified in paragraphs 4 (a) and (b) of this Section;
 - (c) within 6 months from the Operation Date, engage the additional M&H Practitioners with numbers no less than that committed in Schedule A to Part V – Conditions of Contract; and
 - (d) operate the DHC Network with the number of M&H Practitioners no less than that committed in Schedule A to Part V – Conditions of Contract throughout the Term in accordance with this Section.
4. The DHC Network shall comprise –
- (a) a minimum of 10 Medical Practitioners in which the practice places of at least 5 Medical Practitioners are located in the Tsuen Wan District;
 - (b) a minimum of 20 Healthcare Professionals and service providers for Health Assessment with at least 10 Chinese Medicine Practitioners and at least 10 other Healthcare Professionals and service providers for Health Assessment; and
 - (c) other Healthcare Professionals as may be proposed by the Operator under paragraph 3 of this Section.
5. Subject always to the Government Representative’s prior approval in writing, the Operator may from time to time revise the list of M&H Practitioners comprised in the DHC Network.
6. The Operator shall publish/ make known to the general public the list of M&H Practitioners in the DHC Network, their service locations and the applicable Co-payment Fees Table through its website and displaying in the DHC Centres and the service locations of all M&H Practitioners in the DHC Network.
7. The Operator shall ensure that the M&H Practitioners in the DHC Network shall provide the Services in accordance with the DHC Service Manual and Guidelines appended hereto which may be updated by the Government from time to time.
8. The Operator shall ensure that the M&H Practitioners in the DHC Network shall enrol in and upload onto the eHRSS all records of DHC Clients’ use of DHC Network Services.

Section H – Miscellaneous

1. The Operator shall collaborate with the Government in the development and use of technologies under the DHC Scheme, including without limitation, automated pre-programme health assessment tool, mobile applications, wearable devices, telehealth services.
2. The Operator shall arrange necessary language services for needy DHC Clients who are people of diverse race or DHC Clients with sensory disabilities.
3. The Operator shall arrange transportation services for clients with limited mobility to travel between nearby transportation interchange and the DHC premises.
4. The Operator shall set up a hotline for enquiries and complaints for the DHC Scheme.
5. The Operator shall use the DHC's logo only for the DHC Scheme and its related official activities, such as display it at DHC Centres and promotion materials used in DHC Centres and programmes, in accordance with the guidelines on DHC's logo to be provided by the Government.
6. The Operator shall ensure that an open and fair process, which will be to the satisfaction of the Government, will be adopted in engagement of community service partners.

**Annex to Part VI – Service Specifications
Distribution of Floor Area for the Core Centre of Tsuen Wan District
Health Centre**

	Room/ Area Function	% of Total Floor Area	Approx. No. of Rooms to be Provided
1	Consultation/ Examination/ Treatment Area	15	17
2	Rehabilitation Area (for physiotherapy/ occupational therapy and activity of daily living training, etc.)	30	2
3	Activity Area (Patient Resource Room, Dietetic Education Room, etc.)	25	6
4	General Office (Office Area, Staff Changing Room, etc.)	14	15
5	Reception, Waiting Area, Communal Area	16	NA
Total Floor Area (square metres)		Approx. 1 000	



Food and Health Bureau

District Health Centre (DHC) Service Manual and Guidelines

(as at December 2021, extracted version)

Note: The full version of DHC Service Manual and Guidelines could be provided upon request.
This document is subject to refinement and updating by the Government.

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PART I

GENERAL INFORMATION OF THE DHC SCHEME

A. BACKGROUND

1. The District Health Centre (DHC) is an important part of the health care system in Hong Kong. It seeks to enhance public awareness of disease prevention, promote self-management of health, provide support for the chronically ill and their carers, and facilitate rehabilitation in a community setting. DHC is also a channel to support and promote the Government healthcare policies e.g. organ donation, electronic Health Record Sharing System (eHRSS), Elderly Health Care Voucher Scheme (HCVS), where appropriate.
2. The DHC is a new model which leverages on public-private partnership and medical-social collaboration in providing primary healthcare services in the community. The design of the DHC Scheme is a service network developed through partnership with local organisations and healthcare personnel in the district to enhance service accessibility. The three fundamental principles of the DHC Scheme are elaborated as follows:
 - (a) District-based service
 - (i) Ongoing and proactively utilising district based health and socioeconomic information in the planning, provision, monitoring and evaluation of service in the local community;
 - (ii) Mobilising, consolidating and continuously updating all district resources to achieve the goal of the DHC Scheme.
 - (b) Public-private partnership
 - (i) With Government funding and steering, the Operators would operate the DHC with the developed service objectives, delivery models, expected health behaviour changes and health outcomes and system for monitoring and evaluation;
 - (ii) Establishing a robust and sustainable partnership between local public and non-public service providers for more client choices at their convenient locations with affordable prices.
 - (c) Medical-social collaboration
 - (i) Developing network between medical, social service sectors and stakeholders in the community to address the multiple and specific physical, psychological and social needs of different client groups.
3. The DHC is established to provide primary healthcare with an emphasis on primary, secondary and tertiary prevention. It adopts a multidisciplinary care approach and offers a wide range of non-pharmacological interventions in health maintenance and disease management. Primary prevention programme includes health promotion and education activities which aim at disease prevention. Secondary prevention refers to assessment and screening which facilitate early identification of health risk factors and diseases. This enables prevention and early intervention of diseases to prevent progression. Tertiary prevention includes chronic disease management and community rehabilitation programmes which assist clients in achieving optimal disease control to prevent disease progression and complications.

B. ELIGIBILITY FOR JOINING THE DHC SCHEME

1. DHC client (Client) is a person who is eligible to join the DHC Scheme if he/she
 - (a) is a holder of the Hong Kong Identity Card issued under the Registration of Persons Ordinance (Cap. 177, the Laws of Hong Kong) or the certificate of exemption, except the person who obtained his 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 a child who is a Hong Kong resident and under 11 years of age; and
 - (b) agrees to enrol in eHRSS and offer sharing consent to service providers to facilitate communication among service providers and to ensure service quality and standards; and
 - (c) is a resident or working in the District concerned.
2. To receive the Services, the eligible person must register as the member of the DHC. The membership is free and is valid until he/she withdraws from the DHC Scheme or ceases to be an eligible person.

C. REFERRAL FOR DHC SERVICES

1. Clients may walk-in to register as the member of the DHC. They can join primary prevention programme as necessary after the health assessment.
2. Referrals by Network Medical Practitioners (NMPs) or doctors from the Hospital Authority (HA) are necessary for the Services that require co-payment, except for Chinese Medicine (CM) Service.
3. The Clients referred by NMPs for low back pain (LBP) programme, osteoarthritic knee (OA Knee) pain programme or stroke rehabilitation programme may opt for CM Service. Referral for CM Service is not required.

D. GOVERNMENT SUBSIDY AND CLIENT CO-PAYMENT

1. The Services are subsidized by the Government funding. The following services are fully-subsidized by the Government and shall be provided to Clients free-of-charge:
 - (a) DHC Health Risk Factors Assessment;
 - (b) Self-Management Support Programme (SMSP);
 - (c) Patient Empowerment Programme (PEP);
 - (d) Nursing assessment, counselling and coordination;
 - (e) Drug review / counselling by pharmacist;
 - (f) Community resource support / counselling by social worker.
2. For individual medical consultations, health assessment and healthcare services, the Services require the Client co-payment to enhance Clients' ownership. The difference between the service fee charged by network service providers (NSPs)

and the co-payment by Clients will be subsidised by the Government and referred as “Network Subsidy”. These include:

Services	Co-payment Amount (HKD) Per Session
(a) NMP medical consultation for Diabetes Mellitus (DM) / Hypertension (HT) screening / assessment	The difference between individual doctor’s basic medical consultation fee for the Services and the Network Subsidy of up to \$250.
(b) Medical Laboratory Tests	\$150
(c) CM Service: Acupuncture / Acupressure by Chinese Medicine Practitioner (CMP)	\$150
(d) Individual Healthcare Service referred by NMP (i) Physiotherapy (ii) Occupational Therapy (iii) Dietetics (iv) Optometry (v) Podiatry (vi) Speech Therapy	\$150
(e) Individual Healthcare Service of Community Rehabilitation Programme referred by HA (except CM Service)	\$100

3. Medical fee waiving arrangement for public healthcare services is applicable to the Services.
 - (a) Comprehensive Social Security Assistance (CSSA) recipients, Higher Old Age Living Allowance (OALA) recipients aged 75 or above, and Residential Care Service Voucher (RCSV) holders at level 0 will be waived from co-payment of the Services, except for medical consultation. The Clients are required to present the identity proof and documents for proof of waiver status when they register as the Clients.
 - (b) Co-payment by individuals with medical fee waiver will be waived in full or in part based on the prevailing fee waiving mechanism of HA. The Clients with medical fee waiver granted by HA should consent to the verification of their waiver status through the DHC IT system to confirm the amount of co-payment. Recipients with medical fee waiver granted by the Social Welfare Department will need to provide documentary proof.

4. Use of Elderly Health Care Voucher (EHV) is encouraged in the DHC Scheme. The Operator should make every effort to recommend the NSPs to join the Elderly HCVS. The acceptance of EHV by the following healthcare professionals (HCProfs), who are otherwise not eligible to participate in the Elderly HCVS, for the Services is allowed by the Government -
 - (a) Dietitian;
 - (b) Speech Therapist;

(c) Podiatrist.

The Operator needs to join the Elderly HCVS on an organisational basis to make claims for these HCPs.

E. SERVICE ACCESS

1. The Operator should design a client journey which enables timely access to the Services and ensures efficient utilization of the Services, facilities and manpower.
2. The Operator should put in place a system for service arrangement at the DHC. This should include –
 - (a) guidelines in prioritizing service provision;
 - (b) a service quota management system;
 - (c) a queue monitoring / alert system;
 - (d) a communication mechanism between DHC and NSPs; and
 - (e) a communication mechanism between DHC and the Clients.

F. CLINICAL DOCUMENTATION

1. A comprehensive medical record should be maintained for each of the Client.
2. All clinical information related to the DHC Scheme should be recorded in the DHC IT System developed by the Government, and uploaded to the eHRSS. The records have to be accurate, sufficiently detailed, legible, complete and organised to enable –
 - (a) the HCP to provide continuing care to the Client, to review the assessment and intervention performed and the Client's response to intervention;
 - (b) another HCP to assume the care of the Client at any time;
 - (c) the retrieval of information required for review and quality assurance activities.
3. The documentation serves as a proof of the service delivered and MUST be made within 3 days of service delivery. It also facilitates subsequent Network Subsidy claimed by the NSP.

PART II

CLINICAL GUIDELINES

A. OVERALL SERVICE FRAMEWORK AND CLIENT JOURNEY

1. The Services are divided into three main categories - primary prevention, secondary prevention and tertiary prevention. They will be delivered by a team of multidisciplinary HCProfs. The clinical tasks of the HCProfs and the workflow for care coordinators are described at the table below.

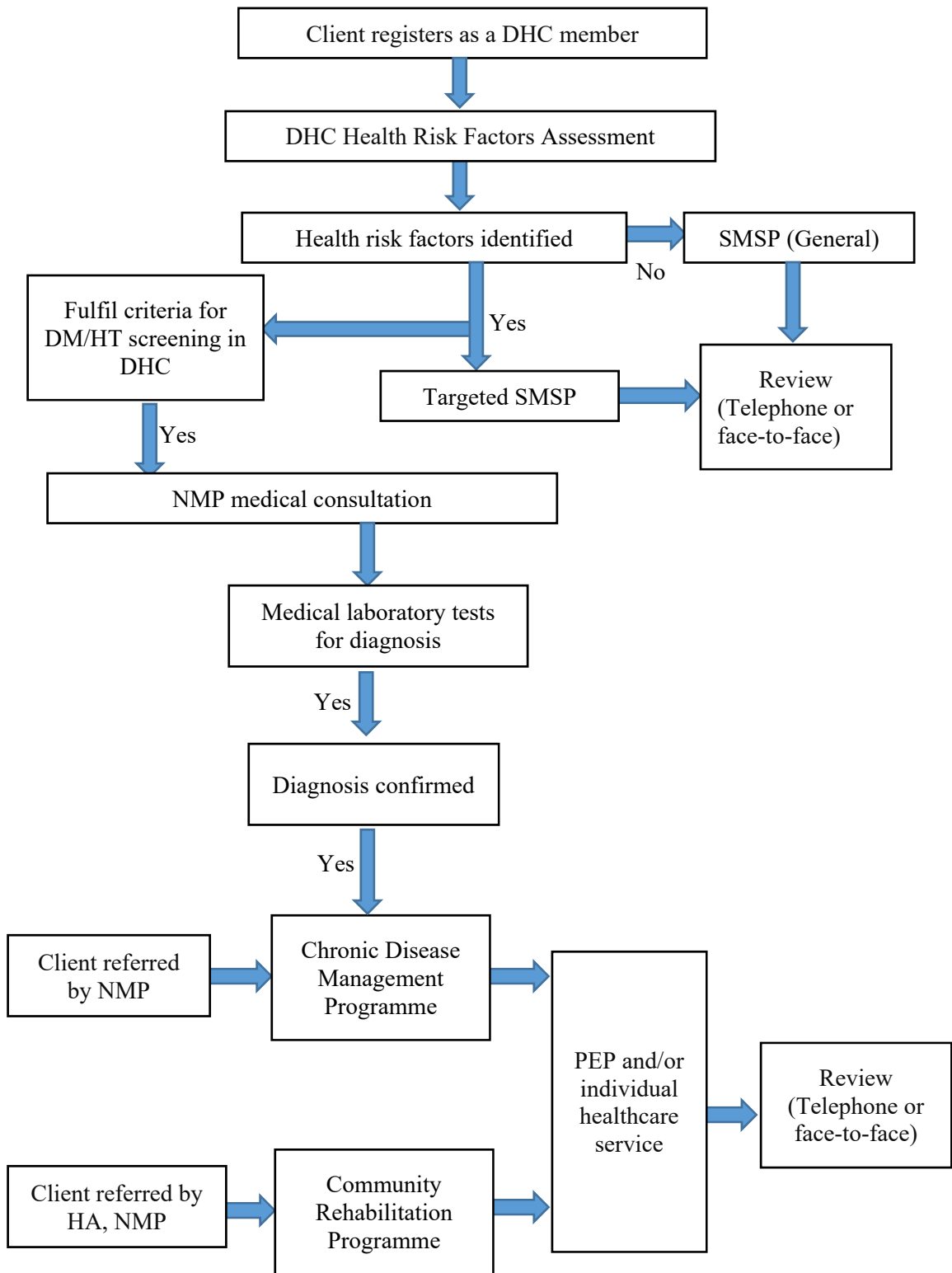
Roles of HCProfs of DHC Core Team

All	<ul style="list-style-type: none"> • Service planner • Primary prevention programmes • Multidisciplinary case conference • Liaison with NSPs/ service partners • Introduce health resources and facilitate the Clients' access to them • Refer the Clients to community service partners as appropriate
Care Coordinator	<ul style="list-style-type: none"> • Health coach for the Clients and families in holistic approach • Public Health Advocate - communicate public health information and enhance coordination and integration of district-based primary healthcare • Conduct primary, secondary and tertiary prevention programmes • Support and assist the Clients in chronic disease management • Offer non-pharmacological intervention • Complication screening for DM and HT • Case manager • Arrange outreach services • Encourage the Clients to form peer support groups to promote and maintain physical and psychological health • Training for junior nurses
Physiotherapist	<ul style="list-style-type: none"> • Fall prevention, prevention of sarcopenia, weight management programme, etc. • Physical & functional training including mobility and daily activities • Pain management • Mobility training • Exercise training
Occupational therapist	<ul style="list-style-type: none"> • Fall prevention, mental wellness programme, etc. • Cognitive training • Functional training in daily activities • Lifestyle re-design • Carer education
Dietitian	<ul style="list-style-type: none"> • Healthy diet, weight management programme, etc. • Education and advice on diet, e.g. nutrition support • Advice and counselling for the Clients with special dietary needs

	<ul style="list-style-type: none"> • Chronic disease management
Social Worker	<ul style="list-style-type: none"> • Programmes on stress management, relaxation technique, etc. • Identify psychosocial needs of the Clients • Offer support and counselling for the Clients, families and caregivers with psychosocial problem • Arrange outreach services • Community resources liaison person • Medical social collaboration • Establish peer support group and volunteer services
Pharmacist	<ul style="list-style-type: none"> • Programmes on medication management and safety • Medication review and counselling, in particular for people with polypharmacy and those with multiple long-term conditions • Medication management and safety advice • Education on medication compliance and promoting self-care • Health education on use of over-the-counter drug/ health supplements • Smoking cessation counselling

2. The Clients aged 6 or above will be invited to go through DHC Health Risk Factors Assessment to identify their health and social needs, health and chronic conditions, and social and emotional wellbeing. The care coordinators, being the health coaches, will adopt a health coaching model which follows a process including client engagement, motivational interviewing, wellness vision, guiding the agenda and goal setting. Throughout the process, health coaches empower the Clients to play a central role in clinical encounters and to engage in self-management activities at home, work, and schools, where they spend most of their lives. In addition, the care coordinators have to master the skills of health communication to influence personal health choices by improving health literacy and to increase the Client’s knowledge and awareness of a health issue, influence behaviours and attitudes towards a health issue, demonstrate healthy practices and demonstrate the benefits of behaviour changes to personal health outcomes.
3. Apart from the services provided by the care coordinators, the Clients will also receive care from other HCProfs as needed.
4. All care and support must be reviewed regularly. The need for, and timing of, a review is determined according to the Client’s needs.

5. Overview of Client Journey



B. PRIMARY PREVENTION PROGRAMME

1. Primary prevention programme refers to a series of SMSP for health promotion, health communication, counselling and disease prevention. All the Clients should be encouraged to enrol in SMSP to facilitate compliance with healthy lifestyle behaviour for better long-term health outcome. The Operator should make use of innovative health communication strategies to empower the Clients in health maintenance.
2. Co-payment is not required for participation in these programmes. The Clients would need to bear the cost of consumables, as necessary.
3. Examples of SMSP –
 - Healthy eating
 - Physical activity
 - Weight management (Children and Adult)
 - Alcohol abstinence
 - Smoking counselling and cessation programme
 - Fall prevention programme
4. Apart from the topics listed above, DHC is a platform to help promulgate the Government strategies in health care, e.g. Towards 2025 Strategy and Action Plan to Prevent and Control Non-communicable Diseases, infection control. Seasonal hot topics should be incorporated in DHC primary prevention programme in conjunction with the Government's promotion and action.

C. SECONDARY PREVENTION PROGRAMME

1. Secondary prevention programme of the DHC Scheme comprises Health Risk Factors Assessment as well as DM and HT screening.
2. **DHC Health Risk Factors Assessment**
 - (a) The Clients aged 6 or above will be invited to go through DHC Health Risk Factors Assessment annually as indicated. During the assessment, the care coordinator will collect information about the demographics, medical and social background of the Client and assess for any health risk factors.
 - (b) The care coordinator will advise the Client on the management of risk factors and refer him/her to SMSP accordingly. The care coordinator will also introduce to the Clients the community resources available to enhance their health literacy.
 - (c) Face-to-face or telephone review will be conducted by the care coordinator to assess the compliance with healthy lifestyle, identify any difficulties encountered and offer advice as appropriate. The Operator may employ technology to facilitate the process.
 - (d) The Clients who fulfil the criteria for screening for DM or HT under the DHC Scheme will be referred to NMP for further assessment.

3. Diabetes Mellitus (DM) Screening Programme

(a) Referral Criteria

Criteria for referral to NMP for DM screening (any one of the following) are –

- (i) aged 45 or above, and increased body mass index (BMI) (BMI $\geq 23\text{kg/m}^2$ for asian, BMI $\geq 25\text{kg/m}^2$ for non-asian) / waist circumference (WC) ($\geq 80\text{cm}$ for female, $\geq 90\text{cm}$ for male);
- (ii) family history (first-degree relatives) of DM;
- (iii) history of prediabetes, gestational diabetes mellitus / big baby ($\geq 4\text{ kg}$ or 9 lbs) or random haemoglucostix (h'stix) $\geq 6.1\text{mmol/L}$;
- (iv) history of HT, hyperlipidaemia, cerebrovascular accident (CVA), ischaemic heart disease (IHD) / myocardial infarction (MI) or peripheral vascular disease (PVD);
- (v) women with polycystic ovarian syndrome;
- (vi) on long term systemic steroid therapy.

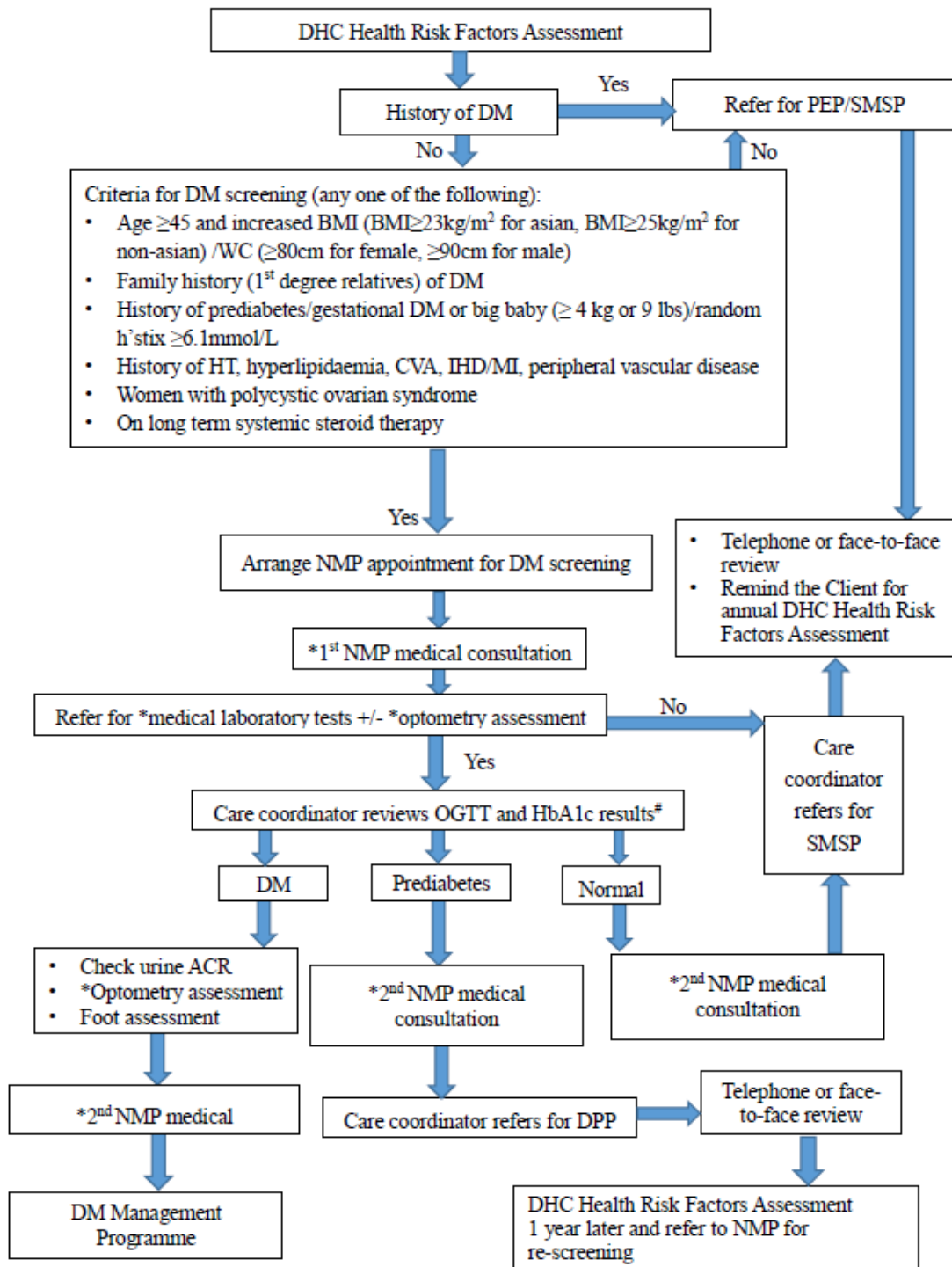
(b) Programme Content

The Clients referred to NMP for DM screening will be offered 2 subsidized medical consultations and 1 set of subsidized medical laboratory tests.

- (i) At the first medical consultation, the NMP will assess and refer the Client for medical laboratory tests which include -
 - (i.1) Oral Glucose Tolerance Test (OGTT) i.e. fasting blood glucose (FBG) test and 2-hour blood glucose test after taking 75 grams of oral glucose;
 - (i.2) Haemoglobin A1c (HbA1c);
 - (i.3) Full lipid profile;
 - (i.4) Renal function test (RFT);
 - (i.5) Urine albumin to creatinine ratio (urine ACR) to be tested if DM is diagnosed.
- (ii) The NMP will also prepare a referral form for optometry assessment. If the laboratory results confirm DM, the care coordinator will contact the Client to arrange optometry assessment.
- (iii) Foot assessment is performed and recorded by the care coordinator if the Client is diagnosed with DM.
 - (iii.1) Neurological assessment
 - 10g monofilament test;
 - Vibration perception threshold (VPT) (biothesiometry) or vibration test (128Hz tuning fork test);
 - (iii.2) Examination of dorsalis pedis pulse or tibialis posterior pulse (by palpation or doppler);
 - (iii.3) Assess for any skin abnormality or joint deformity.
- (iv) At the second medical consultation, the NMP will review the investigation and assessment reports with the Client.

- (c) The Clients diagnosed with DM will be referred to DM Management Programme.

Workflow of DM Screening for New Client



* Co-payment required
In case of doubt in the interpretation of blood glucose reports, care coordinator should consult the NMP.

4. HT Screening Programme

(a) Referral Criteria

Criteria for referral to NMP for HT screening include -

- (i) elevated blood pressure (BP) i.e. systolic BP (SBP) ≥ 140 mmHg or diastolic BP (DBP) ≥ 90 mmHg at DHC (average of 3 or more properly measured seated BP readings); or
- (ii) average self-measured BP at or above 135/85 mmHg on self-blood pressure monitoring (SBPM).

(b) Programme Content

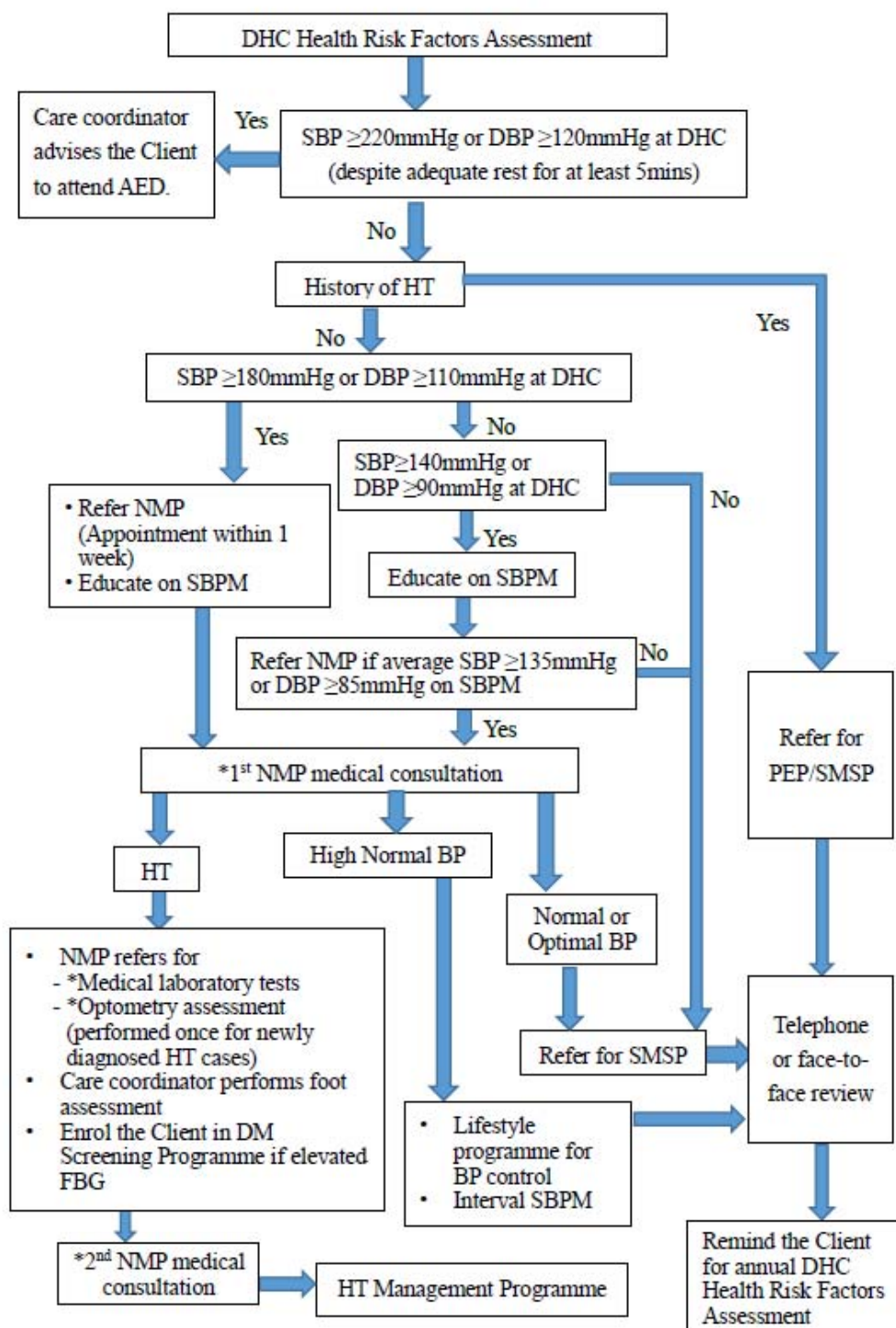
- (i) The Clients referred for HT screening will be offered 2 subsidized medical consultations. The Clients with elevated BP at DHC will be educated on a 1-week SBPM and be reminded to present the record to the NMP during consultation. If SBP ≥ 180 mmHg or DBP ≥ 110 mmHg at DHC, the NMP appointment should fall within 1 week. Otherwise, the care coordinator will review the SBPM record and decide if referral is needed.
- (ii) Care coordinators will advise the Clients with SBP ≥ 220 mmHg or DBP ≥ 120 mmHg despite adequate rest for at least 5 minutes, to attend the Accident and Emergency Department (AED). If the Client refuses to attend AED despite repeated explanation, the care coordinator may refer him to NMP for same day consultation for HT screening.

- (c) The Clients diagnosed with HT will be referred to HT Management Programme.

(d) Combined DM and HT Screening Programme

- (i) If the Client requires screening for DM and HT, the number of subsidized medical consultations and medical laboratory tests will be equivalent to that of DM Screening Programme, with additional urine analysis (i.e. urine protein, blood and microscopy) for newly diagnosed hypertensive patients.
- (ii) The Clients diagnosed with DM through screening programme of DHC and subsequently found to have elevated BP will be assigned 2 subsidized medical consultations for diagnosis and management of HT. Medical laboratory tests including FBG, full lipid profile, RFT and urine ACR could be omitted if these were performed less than 1 year ago. Urine analysis should be arranged for newly diagnosed hypertensive patients as considered appropriate by the NMP.
- (iii) The Clients diagnosed with HT through screening programme of DHC and subsequently noted to fulfil criteria for DM screening will be arranged 2 subsidized medical consultations. Medical laboratory tests including OGTT, HbA1c, full lipid profile, RFT, urine ACR will be arranged by the NMP.

Workflow of HT Screening



SBPM: self-blood pressure monitoring
* Co-payment required

D. TERTIARY PREVENTION PROGRAMME

1. Introduction

- (a) Tertiary prevention programme of the DHC Scheme includes chronic disease management programme and community rehabilitation programme. It emphasizes a multidisciplinary care approach and employs non-pharmacological intervention in the course of treatment. It aims at enhancing the Clients' self-management skills, controlling risk factors to prevent disease progression and minimizing recurrence, and supporting the Clients to live safely and healthily in the community.
- (b) Chronic disease management programmes offer care to the Clients with HT, DM, musculoskeletal disorders (LBP, OA Knee) referred by NMPs. Community rehabilitation programmes will serve the Clients with stroke, hip fracture and post-acute myocardial infarction (post-AMI) referred by HA or NMPs.
- (c) All the Clients enrolled in tertiary prevention programmes will be referred for PEP. NMPs may refer the Clients to individual healthcare service sessions as indicated. These individual sessions can be consumed within 1 calendar year from the date of programme enrolment.
- (d) To ensure compliance of the Client with clinical advice and to identify challenges encountered by him/her, the care coordinator will conduct telephone or face-to-face review regularly to review progress, and offer advice and support.
- (e) The results of all telephone and face-to-face reviews should be clearly documented.

2. DM Management Programme

(a) Objectives

- (i) Enhance the Clients' understanding of the disease;
- (ii) Equip the Clients with skills in management of DM and monitoring of blood glucose control;
- (iii) Treat to target;
- (iv) Management of co-morbidities related to DM;
- (v) Early identification and management of DM complications.

(b) Target Clients

- (i) Patients diagnosed with DM through DHC Screening Programme;
- (ii) Patients with known DM who are under the care of NMP;
- (iii) Patients with regular follow-up in the Government clinics for DM will be excluded.

(c) Program Content

- (i) Nursing assessment, counselling and coordination include -
 - (i.1) coordination of care and empowerment of the Clients to achieve treatment targets;
 - (i.2) screening for diabetic foot complication;
 - (i.3) education and advice on SMBG;
 - (i.4) telephone/face-to-face review;
 - (i.5) education on insulin injection technique (if applicable).
- (ii) Drug review and counselling by pharmacist;

- (iii) PEP;
- (iv) Subsidized individual healthcare services –
 - The NMP may refer the Clients diagnosed with DM through DHC Screening Programme to the DM Management Programme with a maximum of 6 (including optometry assessment) subsidized individual healthcare service sessions in the first year. Remarks: For those Clients being diagnosed to have DM through DHC Screening Programme, the optometry assessment will be arranged before the second subsidized medical consultation.

(d) DM Complication Screening (DMCS)

- (i) Diabetic Retinopathy (DMR)

Assessment performed and reported by an optometrist. This includes visual acuity test, slit lamp examination and retinal photo taking. The report will be recorded in the DHC IT System by the optometrist and reviewed by the NMP.
- (ii) DM Nephropathy

Urine ACR detects and monitors DM nephropathy. Normal urine ACR for male is less than or equal to 2.5mg/mmol and that for female is less than or equal to 3.5mg/mmol.
- (iii) Diabetic Foot Assessment

Foot assessment is performed and recorded by the care coordinator.

 - Neurological assessment
 - 10-gram monofilament test;
 - VPT (biothesiometry) or vibration test (128Hz tuning fork test);
 - Examination of dorsalis pedis pulse or tibialis posterior pulse (by palpation or doppler);
 - Check for any skin abnormality e.g. ulcer or joint deformity.

(e) Annual DM Assessment and Management

- (i) Annual assessment of DM includes 1 subsidized medical consultation, 1 set of medical laboratory tests (FBG, HbA1c, full lipid profile, RFT and urine ACR), diabetic foot assessment and optometry assessment.
- (ii) The DHC staff will make reminder call to the Clients 3 months before the due date for annual assessment. Foot assessment will be performed in DHC. NMP will refer the Clients for a set of medical laboratory tests and optometry assessment. The NMP will review the laboratory and assessment reports with the Client and refer him/her for a maximum of the remaining 3 subsidized individual healthcare service sessions as clinically indicated.

(f) Referral of Known DM Cases under the Care of NMP for DM Management Programme

NMPs can refer DM patients under their care for DM Management Programme. The Clients may receive 1 subsidized medical consultation, a set of medical laboratory tests, diabetic foot assessment and a maximum of 4 subsidized individual healthcare service sessions in the first and every subsequent year.

3. HT Management Programme

(a) Objectives

- (i) Enhance the Clients' understanding of the disease;
- (ii) Equip the Clients with skills in management of HT and monitoring of BP control;
- (iii) Treat to target;
- (iv) Management of co-morbidities related to HT;
- (v) Early identification and management of HT complications.

(b) Target Clients

- (i) Patients diagnosed with HT through DHC Screening Programme;
- (ii) Patients with known HT who are under the care of NMP;
- (iii) Patients with regular follow-up in the Government clinics for HT will be excluded.

(c) Programme Content

- (i) The Clients diagnosed with HT in the first medical consultation will be referred by NMP for -
 - medical laboratory tests
 - FBG;
 - Full lipid profile;
 - RFT;
 - Urine analysis including urine protein, blood and microscopy (for newly diagnosed HT only);
 - optometry assessment for screening for HT retinopathy;
 - screening for HT foot complication e.g. PVD by care coordinator;
- (ii) At the second medical consultation, the NMP will review the laboratory and assessment reports;
- (iii) Nursing assessment, counselling and coordination include -
 - coordination of care and empowerment of the Clients to achieve treatment targets;
 - diet advice e.g. Dietary Approach to Stop HT;
 - review of SBPM technique and record;
 - estimation of 10-year CV risk using the Joint British Societies' Coronary Risk Prediction Chart (except for those with established CV diseases, DM, chronic renal impairment, familial hypercholesterolaemia or other inherited dyslipidaemia, as these cases are categorized as high risk);
 - telephone or face-to-face review;
- (iv) Drug review and counselling by pharmacist;
- (v) PEP;
- (vi) Subsidized individual healthcare services –

The NMP may refer the Clients diagnosed with HT through DHC Screening Programme to the HT Management Programme with a maximum of 4 (including optometry assessment) subsidized individual healthcare service sessions in the first year.

Remarks: For those Clients being diagnosed to have HT through DHC Screening Programme, the optometry assessment will be arranged before the second subsidized medical consultation.

(d) HT Complication Screening

- (i) Hypertensive retinopathy screening is performed once for newly diagnosed HT cases. The optometrist will perform visual acuity test, slit lamp examination and retinopathy screening. The results will be recorded in the DHC IT System. The report will be reviewed by NMP.
- (ii) Foot assessment is performed and recorded by the care coordinator and include -
 - examination (by palpation or doppler) of dorsalis pedis pulse or tibialis posterior pulse;
 - checking for any skin abnormality e.g. ulcer.
- (iii) HT nephropathy screening with urine ACR detects and monitors HT nephropathy. Clinically significant proteinuria is defined by urine ACR of 30 mg/mmol or more.

(e) Annual HT Assessment and Management

- (i) Annual HT assessment and management include 1 subsidized medical consultation, medical laboratory tests (FBG, full lipid profile, RFT and urine ACR) and HT foot assessment.
- (ii) The DHC staff will make reminder call to the Clients 3 months before the due date for annual assessment. Foot assessment will be performed in DHC. NMP will refer the Client for a set of medical laboratory tests. The NMP will review the laboratory and foot assessment report with the Client and refer him/her for a maximum of 4 subsidized individual healthcare service sessions as clinically indicated.

(f) Referral of Known HT Cases under the Care of NMP for HT Management Programme

NMPs can refer HT patients under their care for HT Management Programme. The Clients may receive 1 subsidized medical consultation, a set of medical laboratory tests, HT foot assessment and a maximum of 4 subsidized individual healthcare service sessions every year.

4. Combined DM And HT Management Programme

- (a) The Clients newly diagnosed with DM and HT will enrol in DM/HT Management Programme. The number of subsidized individual healthcare service sessions will be equivalent to that of DM Management Programme.
- (b) Annual assessments for DM and HT will be performed simultaneously. The Clients will be offered 1 subsidized medical consultation, a set of medical laboratory tests, foot assessment and a maximum of 4 subsidized individual healthcare service sessions in every subsequent year.
- (c) The Client who has enrolled in HT Management Programme and later on diagnosed with DM will be enrolled in DM/HT Management Programme. The NMP can refer the Client for a maximum of 6 individual healthcare service sessions to be consumed within 1 calendar year from the date of enrolment in DM/HT Programme. The unused individual healthcare service sessions of HT Management Programme will not be carried forward.

- (d) The Client who has enrolled in DM Management Programme and later on diagnosed with HT will be enrolled in DM/HT Management Programme. The maximum number of individual healthcare service sessions will be reset to 4 or the number of unused sessions for DM, whichever is more. The sessions will be valid until 1 calendar year from the date of enrolment in DM Management Programme. Annual assessment will be due 1 calendar year from the date of enrolment in DM Management Programme.

5. LBP Programme

(a) Objectives

- (i) Educate and enrich the Clients' knowledge about LBP and related conditions;
- (ii) Empower the Clients with LBP to self-manage their conditions;
- (iii) Reduce pain, increase physical fitness and improve function;
- (iv) Decrease the effects of pain on lifestyle and improve quality of life;
- (v) Restore confidence in performing activities.

(b) Target Clients

NMP may refer adults with non-specific subacute or chronic LBP to DHC for LBP Programme. The Clients can enrol in LBP Programme once only.

(c) Referral Criteria

- (i) Persistent LBP despite medical treatment and community-based PEP;
- (ii) LBP beyond the acute period;
- (iii) Persistent LBP which significantly impairs functionality, activity participation and quality of life.

(d) Exclusion Criteria

- (i) Severe acute pain;
- (ii) Back pain potentially associated with radiculopathy or spinal stenosis and any other specific spinal causes.

(e) Programme Content

- (i) Risk stratification will be conducted using the Keele STarT Back Screening Tool in DHC. It determines the severity, impact and risk of permanent disability, allowing the assessor to target treatment for the Clients. The Screening Tool categorises the Clients into low, medium and high risk. Programmes will be planned and delivered accordingly. Treatment strategies range from physical therapy, manual therapy, acupuncture, massage and transcutaneous electrical nerve stimulation (TENS) to a more psychosocial approach for those at high risk.
- (ii) Outline of PEP provided in DHC –
 - (ii.1) education on disease knowledge;
 - (ii.2) training on coping strategy;
 - (ii.3) exercise programme to enhance strength, flexibility, mobility, balance and pain control;
 - (ii.4) functional activities and tolerance training.
- (iii) Individual Healthcare Service
A maximum of 8 subsidized individual healthcare service sessions

including dietetic service, occupational therapy service, physiotherapy service and CM Service will be offered.

- (iv) The care coordinator will coordinate the Client's participation in the services and monitor the progress throughout the course of the programme.

6. OA Knee Pain Programme

(a) Objectives

- (i) Educate and enrich the Clients' knowledge about OA knee pain and related conditions;
- (ii) Empower people with OA knee pain to actively participate in the management of their conditions and enhance self-management skills;
- (iii) Relief of pain and inflammation, reduction of stiffness, improvement and preservation of range of motion;
- (iv) Improvement in and maintenance of mobility, function including ADLs, and health-related quality of life.

(b) Target Clients

NMPs may refer patients with moderate to severe OA knee for Osteoarthritic Knee Pain Programme. The Clients can enrol in the programme once for each knee.

(c) Referral Criteria

- (i) Persistent knee pain despite medical treatment and community-based PEP;
- (ii) The Clients with moderate to severe OA knee having persistent pain which significantly impairs functionality, activity participation and quality of life.

(d) Exclusion Criteria

- (i) Inability to walk without aid for at least 15 minutes;
- (ii) Severe knee valgus or varus deformity (30 degrees or more) or fixed flexion deformity of more than 10 degrees;
- (iii) Large osteophytes, marked joint space narrowing, severe sclerosis and definite bony deformity on X-ray.

(e) Programme Content

- (i) Outline of PEP provided in DHC -
 - (i.1) education on disease knowledge;
 - (i.2) training on coping strategy;
 - (i.3) exercise programme to enhance strength, flexibility, mobility, balance and pain control;
 - (i.4) functional activities and tolerance training.
- (ii) Individual Healthcare Service
A maximum of 12 subsidized individual healthcare service sessions, including dietetic service, occupational therapy service, physiotherapy service and CM Service will be offered.
- (iii) The care coordinator will coordinate the Client's participation in the services and monitor the progress throughout the course of the programme.

7. Community Rehabilitation Programme

(a) Objectives

- (i) Assist the Client discharged from hospital's rehabilitation programme to attain optimal functioning in the community, improve their physical, psychosocial and vocational potential, with consideration of the physiological and environmental limitations;
- (ii) Assist the Client to return to pre-morbid physical and mental state.;
- (iii) Regain strength, improve health and quality of life;
- (iv) Prevent complication;
- (v) Reduce risk of deterioration and prevent recurrence.

(b) Scope of Service

- (i) Stroke Rehabilitation Programme;
- (ii) Hip Fracture Rehabilitation Programme;
- (iii) Post-AMI Cardiac Rehabilitation Programme.

(c) The care coordinator will coordinate the Client's participation in the services and monitor the progress throughout the course of the programme.

(d) Stroke Rehabilitation Programme

(i) Target Client

- (i.1) Young stroke patients discharged from hospitals who have completed acute, subacute or day rehabilitation programme;
- (i.2) Out-patient clinic's stroke patients with further rehabilitation needs.

(ii) Referral Criteria

- (ii.1) Priority to age less than 65 and any one of the following -
- (ii.2) carers having difficulty in managing patient at home;
- (ii.3) patient with swallowing problems / on modified diet;
- (ii.4) patient with speech, language and / or communication problem;
- (ii.5) patient with drug compliance problem;
- (ii.6) physical or functional impairment who might benefit from rehabilitation.

(iii) Programme Content

- (iii.1) Physical & functional training including mobility and daily activities;
- (iii.2) Cognitive training;
- (iii.3) Advice on speech or swallowing problem if indicated;
- (iii.4) Education and advice on diet;
- (iii.5) Education and advice on daily function for the Clients and carers.

(iv) Individual Healthcare Service

The referring doctor will prescribe the rehabilitation treatment plan. The duration of the programme is normally up to 6 months but may be renewed upon doctor's assessment. A maximum of 11 subsidized

individual service sessions will be offered. The services include -

- (iv.1) dietetic service;
- (iv.2) occupational therapy;
- (iv.3) physiotherapy;
- (iv.4) speech therapy;
- (iv.5) CM Service (acupuncture/acupressure).

(e) Hip Fracture Rehabilitation Programme

(i) Target Client

- (i.1) Hip fracture patients discharged from hospitals who have completed acute, subacute +/- day rehabilitation programme;
- (i.2) Out-patient clinic's hip fracture patients with further rehabilitation needs.

(ii) Referral Criteria

- (ii.1) Modified Functional Ambulation Classification (MFAC) II-V patients (i.e. patient who needs assistance / supervision for walking) who may benefit from higher-intensity training and carer support; or
- (ii.2) MFAC VI-VII patients (i.e. independent indoor/outdoor walkers) who may benefit from lower-intensity group empowerment / exercise programs.

(iii) Programme Content

- (iii.1) Mobility training;
- (iii.2) Activities of daily living training;
- (iii.3) Fall prevention;
- (iii.4) Carer education;
- (iii.5) Education and advice on diet, e.g. weight management, nutrition support, osteoporosis.

(iv) Individual Healthcare Service

The referring doctor will prescribe the rehabilitation treatment plan. The duration of the programme is normally up to 3 months but may be renewed upon doctor's assessment. A maximum of 8 subsidized individual healthcare service sessions will be offered. The services include -

- (iv.1) dietetic service;
- (iv.2) occupational therapy;
- (iv.3) physiotherapy.

(f) Post-AMI Cardiac Rehabilitation Programme

(i) Target Clients

- (i.1) AMI patients discharged from hospitals who have completed phase II cardiac rehabilitation programme;
- (i.2) Out-patient clinic's post-AMI patients with further rehabilitation needs.

(ii) Referral Criteria

- (ii.1) Have undergone HA hospital exercise-based CRP2 program;

and

- (ii.2) Are considered suitable to continue minimally supervised or unsupervised exercise training in the community (The American Association of Cardiovascular and Pulmonary Rehabilitation (AACVPR) risk stratification can serve as a reference for low to moderate risk patients).

(iii) Programme Content

- (iii.1) Exercise;
 (iii.2) Education and advice for the Clients and carers on daily function including work and lifestyle;
 (iii.3) Education and advice on diet.

(iv) Individual Healthcare Service

The referring doctor would prescribe the rehabilitation treatment plan. The duration of the programme is normally up to 3 months but may be renewed upon doctor’s assessment. A maximum of 8 subsidized individual service sessions will be offered. The services include -

- (iv.1) dietetic service;
 (iv.2) occupational therapy;
 (iv.3) physiotherapy.

(g) Clinical Outcome Measures

Both DHC and HA adopt the following minimal data set as the outcome measures for the Clients enrolled in community rehabilitation programme.

Outcome Measuring Tools	Community Rehabilitation Programme		
	Stroke	Hip Fracture	Post-AMI
• MFAC	Yes	Yes	Yes
• Ambulatory Status (Walking aids)	Yes	Yes	Yes
• Elderly Mobility Scale (EMS)	No	Yes	No
• Modified Barthel Index	Yes	Yes	Yes

(h) Communication Mechanism between DHC and HA on Community Rehabilitation Programme

To facilitate communication at operation level on client care for cases referred by HA, designated persons from HA and DHC will serve as the contact points to enable a timely communication when necessary.

PART III

OPERATION GUIDELINES

A. DHC GOVERNANCE

1. The Operator is the contract Operator of the DHC under the DHC Scheme of the Government. The Operator is accountable to the Primary Healthcare Office (PHO) under the Food and Health Bureau (FHB) for the operation and performance of the DHC. The management of the DHC will be under the direct steer of the PHO. To ensure accountability, efficiency and cost effectiveness in the use of public funds for the provision of healthcare services under the DHC and its Network, a Management Committee (MC) will be established for each DHC to provide guidance and oversight to the Operator, with the Steering Committee on Primary Healthcare Development (SCPHD) providing strategic directives and advice.

2. Membership

Advisor: Under Secretary for Food and Health
Chairperson: Head of PHO, FHB

Vice-Chairperson: Director, DHC Team, FHB

Members:

- (a) Ex-officio members from –
 - (i) the relevant departments of the Government, including the DH, HA, the Home Affairs Department and the Social Welfare Department;
 - (ii) a representative nominated by the related District Council;
 - (iii) Executive Director of the Operator;
 - (iv) Chief Care Coordinator of the Operator;
- (b) Non-official members from the following categories –
 - (i) member(s) of the Working Group on respective DHC, if any;
 - (ii) representative(s) from different professions outside the concerned district of the DHC, namely medical practitioners, other HCProfs (nurse / allied health professional(s) / Chinese Medicine practitioner(s)) and social workers; and
 - (iii) representative(s) from the academia/colleges.

3. The Terms of Reference of MC are as follows –

- (a) The MC is appointed by the Secretary for Food and Health (SFH) to oversee the operation of the DHC in accordance with the terms and conditions as set out in the Contract and the DHC Service Manual and Guidelines.
- (b) The MC has to deliberate, and be accountable to SFH, on matters relating to the operation of the DHC, including but not limited to the following –
 - (i) whether the Services, especially the network operations, have been delivered in a smooth, effective and efficient manner;
 - (ii) whether the Services have been delivered and developed to professional standards; and

- (iii) whether the design objectives of the DHC have been met.
 - (c) The MC has to arrange two stakeholder engagement exercises each year within the contract period, and report to SFH on the outcome of these.
 - (d) The MC receives reports from the Operator, including but not limited to the annual business plan and annual budget of the DHC; regular progress updates; and reports on repeated complaint and/or appeal cases from DHC users, stakeholders and staff (as appropriate). The MC may offer advice to the Operator on the way forward.
4. The Chairperson of MC would –
- (a) report the performance and progress of the DHC to SFH, or SCPHD if SFH considers appropriate, at appropriate intervals;
 - (b) seek advice from SFH, or SCPHD if SFH considers appropriate, on matters pertinent to the overall direction of primary healthcare development; and
 - (c) relay the steer from SFH to MC for deliberation and implementation.

B. DHC NETWORK SERVICE PROVIDERS (NSP) AND OTHER SERVICE PARTNERS

1. Recruitment of NSPs

The Operator shall actively connect the M&H Practitioners in the districts to engage them to join the DHC Network. And, NSPs have to be recruited in an open and fair mechanism. All HCProfs who possess the required qualification/experience should normally be accepted to the DHC network.

2. Approval of Enrolment as NSP

- (a) The Operator should ensure the HCProfs who apply for enrolment in DHC network fulfil the requirements as set out by the FHB. The list of HCProfs should be submitted to PHO for approval.
- (b) The Operator should also submit to PHO the list of HCProfs rejected by the Operator to enrol as NSP, with reasons specified.
- (c) The PHO has the final discretion to determine the eligibility of all HCProfs (including those rejected by the Operator) to enrol as NSPs.
- (d) The Operator should ensure all the NSPs fulfil the requirements throughout their participation in the DHC Scheme.

3. Agreement with NSPs

Upon approval by the PHO, the Operator should arrange NSPs to sign the agreement, specifying the terms and conditions of the DHC Scheme which all NSPs shall accede to and comply with.

4. List of NSPs for the DHC Scheme

- (a) The Operator should always maintain an updated list of NSPs with full name, qualification, practice address and opening hours specified. In addition to these, the co-payment, basic medical consultation fee for the Service of each NMP has to be included. The list should be made available for the Client's information and choice through its website and

displaying hardcopies in the DHC Centres and the service locations of all NMPs. The Clients will select the NSP at their sole discretion.

- (b) Subject always to the PHO's prior approval in writing, the Operator may from time to time revise the list of NSPs.

5. Other Service Partners

- (a) The DHC, being a direct service provider, also serves as a resource hub for providing healthcare and social service information to the Clients. It is a hub with multiple access points offering a wide range of coordinated care and support services that are convenient to the Clients.
- (b) The Operator should strive to collaborate with other healthcare / social service providers in complementing their services. Mechanism should be established to facilitate communication between the Operator and other healthcare / social service providers in the district to ensure a comprehensive support to the Clients.
- (c) The Operator is required to maintain an updated list of service information of other healthcare / social service providers at district level for the Clients to source according to their needs. The Operator should establish a fair and transparent system for including service providers onto the list and striking them off the list in case necessary.

C. STAKEHOLDERS' ENGAGEMENT

The Operator shall engage different stakeholders, including but not limited to NSPs, local healthcare or social service partners, District Council members, service users and local residents to better understand local service needs under the DHC Scheme and continuous improvement of the Service. Among different activities to be organized; the Operator shall, under the direction of the DHC Management Committee, arrange two stakeholder engagement exercises each year within the contract period.

D. DHC IT SYSTEM

1. Application of IT System

- (a) The DHC IT System is provided by FHB. The system is designed to support the administrative, financial and clinical workflow of the DHC and the NSPs. The Operator and the service providers should ensure proper documentation of essential data in the IT System. The DHC IT System is connected to the eHRSS to facilitate sharing of health records. All clinical information and data, including assessment, intervention and outcome should be uploaded to the eHRSS.
- (b) The Operator should ensure that the NSPs enrol in eHRSS and upload to eHRSS the clinical records of the Clients.
- (c) The Operator will register as a Healthcare Provider in eHRSS for services delivered in the DHC premises.
- (d) The DHC staff and NSPs should refer to the DHC IT System's user manual for details of function and application. The user manual will be provided to the Operator upon Contract commencement.

2. Breakdown of IT System

(a) Principles of Activation of Contingency Measures

To maintain operation of DHC without interruption of client registration and maintain operation of the Services without jeopardizing quality care and documentation.

Shroff staff prints out the pulling list of the Clients of the next working day by the end of a day as a contingency measure. This provides information on the scheduled services and the Clients to prepare for activation of manual workflow.

(b) Business Continuity Planning

The Operator should develop a Business Continuity Plan (BCP) for the recovery of critical business activities to an acceptable level within a predefined time frame in case of IT system breakdown. The BCP should be reviewed every year and a drill on the BCP should also be conducted every year.

(c) Reporting to PHO

If the breakdown lasts for 2 hours or more, the Operator should submit a written report to PHO within 2 working days. Breakdown which lasts for more than 15 minutes and is settled within 2 hours should be recorded and submitted in the monthly service report.

3. IT Security

(a) The Operator should develop and maintain the IT Security Policies and Guidelines for the IT system installed by it. The Security Polices and Guidelines should be regularly reviewed and Security Risk Assessment and Audit should be conducted by the Operator once every two years.

(b) To enforce IT security to protect information stored, transmitted and processed by DHC IT System, the Operator shall follow the “IT Security Policy for DHC Operators” issued by FHB which will be provided to the Operator upon Contract commencement..

E. PERSONAL DATA UNDER THE DHC SCHEME

1. Personal Data Protection and Security

(a) The Operator should commit and take reasonably practicable steps to protect the privacy, confidentiality and security of the personal information collected from a client in the DHC Scheme.

(b) The Operator should arrange to obtain consent from the Clients for the collection, transfer and sharing of his / her personal data for service delivery, research, and other permitted or related purposes.

(c) The Operator shall and shall procure that any of the Operator’s employees or sub-contractors involved in the DHC Scheme shall –

(i) comply with its obligations under the PD(P)O (Cap. 486);

(ii) only use the Personal Data as reasonably required in connection with

- the DHC Scheme;
- (iii) comply with the procedures or processes notified to the Operator by the Government with respect to Personal Data from time to time;
 - (iv) implement and maintain all reasonable technical and organisational measures to maintain security, prevent unauthorised or unlawful access to or processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data; and
 - (v) give the PHO a notice as soon as the Operator becomes aware of any breach of its data protection obligations under the Contract, any enforcement proceeding against it under the PD(P)O (Cap. 486) or any unauthorised access to, or accidental disclosure of, any Personal Data.
- (d) Unless the Government requires in writing otherwise, the Operator shall not disclose the Personal Data to any third parties other than –
- (i) to employees and sub-contractors to whom the disclosure is necessary for the provision of the Services, provided it is made subject to obligations of confidentiality no less onerous than those imposed upon the Operator and is consistent with any procedures specified by the PHO from time to time; or
 - (ii) to the extent required by any public authority provided that the Operator shall give notice to the PHO as soon as practicable after it becomes aware of that requirement.
- (e) Where the Clients' data are to be published for evaluation or research purposes as and when required by the PHO, such data shall be presented in a form that individual Client cannot be identified and which no longer constitutes personal data within the meaning of the PD(P)O (Cap. 486).
- (f) The Operator should conduct Privacy Impact Assessment on the DHC operations once every two years.

2. Medical Records

- (a) A comprehensive medical record is maintained for each Client. It enables the health team to provide continuing care to the Client. Information retrieved from the eHRSS by the care coordinator forms part of the medical records of DHC to which the eHRSS-ineligible HCProfs may gain access on the need-to-know and the Clients under-their-care basis.
- (b) **General Requirements**
- (i) All medical records are accurate, sufficiently detailed, legible, complete and organised to enable –
 - (i.1) the HCProf to provide continuing care to the Client, to review the assessment and intervention performed and the Client's response to the intervention;
 - (i.2) another HCProf to assume the care of the Client at any time;
 - (i.3) the retrieval of information required for review and quality assurance activities.
 - (ii) The majority of medical records under the DHC Scheme is in electronic form. It contains consultation and progress notes written by all HCProfs. Paper records, such as laboratory reports and

consent forms, will have the Client's name in full, DHC membership number or alternative identifier displayed conspicuously for easy identification.

- (iii) The management of the Operator has to regularly audit the content and completeness of client medical records.

(c) Storage and Destruction of Records

- (i) The electronic and paper records of the Client are kept in a confidential manner. All records should be kept in a secure place to prevent access by unauthorised persons, damage or loss. Security measures and policies should be in place for the safe handling and transmission of electronic information containing the Clients' data.
- (ii) Destruction of records containing the Clients' data should be undertaken in a secure manner.

3. Personal Data Retention Period

- (a) Different retention periods are applied to different kinds of personal data collected and held by the DHC Scheme.
- (b) Personal data which are no longer necessary for the purpose for which they are to be used should be erased.
- (c) Retention Periods of Health Records, Administrative and Operational Records

Document	Retention Period	Filing Audit	Disposal Audit
Health Records			
(i) Physical copies of medical records (except medico-legal cases)	7 years from the effective date of termination of DHC membership	Y	Y
(ii) Physical copies of laboratory reports	7 years from the effective date of termination of DHC membership	Y	Y
Administrative and Operational Records			
(iii) Administrative forms e.g. application forms for DHC registration, withdrawal, amendment or update of information	6 months (physical copy) and 3 years (electronic copy), or 3 years (physical copy)	N	N
(iv) Supporting documents e.g. copy of identity document, relationship proof	6 months	N	N
(v) eHRSS forms	6 months	N	N

(vi) Consent forms for use of EHV (for claims submitted by the Operator)	7 complete financial years	N	N
(vii) Data access request (DAR) records (accepted)	3 years after completion of report	N	N
(viii) Data correction request (DCR) records (accepted)			
(ix) DAR records (refused)	4 years after completion of report	N	N
(x) DCR records (refused)			
(xi) Complaint/incident and investigation records	7 years after completion of report	N	N
(xii) Injury-on-duty records	7 years after completion of report	N	N
(xiii) Duty roster	Permanent	N	N

- (d) The Operator should develop a system and operation guidelines, with reference to the PD(P)O (Cap. 486), and the Privacy Policy Statement of the DHC Scheme, to ensure personal data protection and proper client record keeping.

4. Data Access Request (DAR)

- (a) The Client may request the Operator to supply him/her with a copy of his/her personal data by submitting a DAR form.
- (i) When the Operator receives a DAR, it should –
 - (i.1) ascertain the identity of the requestor; and
 - (i.2) assess whether it holds the relevant personal data.
 - (ii) If the Operator holds the relevant personal data, it should supply a copy of the requested data in an intelligible form within 40 calendar days after receiving the DAR.
 - (iii) If the Operator does not hold the requested data, it is still required to inform the requestor in writing within the 40-day time limit that it does not hold the data.
- (b) Charge for complying with a DAR –
- (i) The Client requesting the data is required to pay a fee when collecting the photocopy of personal data retained by the Operator. The photocopy fee to be collected from the requestor should be based on the prevailing standard photocopy fee of the Government as set out below –

(a) Black and white photocopy at A4 size	(b) \$1.3 per copy*
(c) Black and white photocopy at A3 size	(d) \$1.5 per copy*

* Charging rate as at July 2020 (Photocopying made on both sides of a sheet is counted as two copies.)

- (ii) The Operator should clearly inform the requestor the material fee, if

any, he/she will be charged as soon as possible and in any event not later than 40 days after receiving the DAR.

(iii) The fee on complying DAR should be collected from the requestor before release of information and any fee collected is not refundable.

(c) Refusing to comply with a DAR –

The Operator should refuse to comply with a DAR if –

- (i) it is not supplied with adequate information to the satisfaction of the Operator to identify the requestor;
- (ii) it cannot comply with the request without disclosing the personal data of a third party;
- (iii) compliance with the request is for the time being prohibited under the Ordinance or any other ordinance;
- (iv) if the data subject (the Client) is not a living individual.

(d) **Timing for Compliance**

The PD(P)O mandates compliance with a DAR within 40 days after receiving the DAR. If the DHC is unable to comply with the DAR within 40 days, the DHC must send out a written notification to the requestor within 40 days of receipt of the DAR. The Operator is obliged to give written notice and reasons for refusal to the requestor within 40 days from receiving the DAR.

(e) **DAR Records**

- (i) The Operator is required to keep the records of the accepted DAR for 3 years after completion of action. Records of refused DAR have to be kept for 4 years after completion of action. Reasons for refusal have to be specified.
- (ii) The DAR records should include –
 - (ii.1) records of the Requestor issuing DAR;
 - (ii.2) results of such request including the reasons of refusal, if applicable;
 - (ii.3) copies of personal data supplied to the Requestor;
 - (ii.4) notification given to the Requestor for the results of DAR.

5. **Data Correction Request (DCR)**

The Operator is required to ensure that the personal data it holds is accurate. If the Client has obtained a copy of his/her personal data held by the Operator by way of a DAR and subsequently detects any inaccuracy in relation to his/her personal data, he (or his/her “relevant person”) may make a DCR to the Operator. Failure to handle a DCR in accordance with the requirements under the Ordinance without reasonable excuse may constitute an offence and render the offender liable on conviction to a fine.

F. **CONSENT**

1. Consent is part of quality care and also a legal requirement. For the informed consent to be valid, the Client must –
 - (a) be competent to make the particular decision;
 - (b) have received sufficient information about the subject; and

- (c) be acting voluntarily, i.e. not under duress or undue influence.
2. Under the DHC Scheme, consent should be obtained from the Clients in conditions as stated below -
- (a) Consent for
 - (i) eHRSS registration;
 - (ii) health record sharing in eHRSS with DHC;
 - (iii) health record sharing in eHRSS with NSP;
 - (b) Verbal consent for
 - (i) eligibility checking with the Immigration Department;
 - (ii) verification of status of medical waiver granted by HA;
 - (iii) referral to healthcare services under the DHC Scheme;
 - (iv) telephone review;
 - (c) Written consent for
 - (i) enrolment as member of the DHC;
 - (ii) use of EHV to settle co-payment;
 - (iii) participation in research under the DHC Scheme.

(d) Consent under the DHC Scheme

Nature of Consent	Form of Consent	Valid Period
(i) Eligibility checking with the Immigration Department	Verbal	Instant
(ii) Enrolment as Client	Written	Valid until the Client revokes
(iii) eHRSS joining consent	Verbal or Written	Valid until the Client revokes
(iv) eHRSS sharing consent with DHC	Verbal or Written	Indefinite or 1 year
(v) eHRSS sharing consent with NSP	Verbal or Written	Indefinite or 1 year
(vi) Use of EHV	Written	Valid for the individual episode until the Client revokes
(vii) Medical waiver status verification	Verbal	Instant
(viii) Evaluation and monitoring study or other researches	Written	Valid until the Client revokes

G. FINANCIAL MANAGEMENT AND PAYMENT MECHANISM

1. Financial Management

This Chapter on Financial Management describes the financial and accounting requirements for the Operator of DHC. Compliance with these requirements is a pre-requisite for the Operator and is necessary to support sound financial management.

(a) Accounting

- (i) The Operator must ensure that proper books of account and other accounting records are kept for all transactions. Accounting requirements in respect of the Services are as follows –
 - (i.1) the financial year is from 1 April to 31 March of the following year;
 - (i.2) the Operator needs to properly account for the receipt and expenditure in their accounts and annual financial statements;
 - (i.3) a separate Operating Income and Expenditure Account must be kept for each DHC in each district. The Operating Income and Expenditure Account for each DHC must –
 - (i.3.a) be the source of information for the Operator to produce the Annual Financial Report (AFR) of which is prepared according to the format specified by the Government; and
 - (i.3.b) be an integral part of the overall Audited Accounts of the Operator;
 - (i.4) the Operator needs to prepare the AFR for the Services, support services and Network Subsidy; and
 - (i.5) income and expenditure for specific programme activity, which is financed by income receipt or designated donations, must be shown separately in the accounts.
- (ii) The following basic books of account and accounting records should be kept by the Operator for each DHC –
 - (ii.1) Books of Account and Records –
 - (ii.1.a) cash book;
 - (ii.1.b) daily collection summaries and revenue receipt counterfoils in respect of co-payments by the Clients, donations, subscriptions and fees etc.;
 - (ii.1.c) payment information of Network Subsidy;
 - (ii.1.d) payment vouchers in respect of all types of expenditure;
 - (ii.1.e) paylists in respect of all personal emoluments expenditure including MPF contributions;
 - (ii.1.f) staff records such as appointment letters, documents relating to promotion, transfer, incremental date, attendance and leave records;
 - (ii.1.g) register of fixed assets;
 - (ii.1.h) ledgers showing accounts in respect of all income and expenditure, assets and liabilities;
 - (ii.1.i) journal for all transfers and adjustments; and
 - (ii.1.j) bank statements and bank reconciliations.
 - (ii.2) Books of account and other related records must be retained for

the minimum period specified below:

- (ii.2.a) cash books, collection books and all types of ledgers and journals (whether in electronic or manual form) may only be destroyed 7 years after the end of the financial year containing the last entry records which may be destroyed after a minimum retention period of 7 years include all books of account (e.g. ledgers, cash books etc.), vouchers, invoice / claim, fee receipts and bank statements;
- (ii.2.b) the original accounting forms and records (including those produced electronically) which provide details of and support to a prime entry in the books of accounts may only be destroyed 7 years after the end of the financial year in which the entry occurred; and
- (ii.2.c) copies of the accounting forms and records (including those produced electronically) may be destroyed 2 years after the end of the relevant financial year to which they apply.
- (ii.3) Books of account and all other relevant records and information must, at all reasonable times, be available for inspection by authorised staff of the Government and audit by the Audit Commission.
- (ii.4) The Operator is also responsible for making improvements to their accounting systems in accordance with the advice of their auditors as set out in their management letter and the Government.

(b) Annual Financial Reporting

- (i) The basic annual financial reporting requirement is the submission of the AFR together with an auditor's report thereon issued by the external auditors in respect of all the Services and the audited financial statements of the Operator as a whole.
- (ii) An Operator must prepare an AFR in respect of the DHC (including Network Subsidy).
- (iii) The AFR must –
 - (iii.1) show analysis on number of posts with annual personal emoluments over \$700,000 each paid by the Operator; and
 - (iii.2) analysis of surplus of the Services and balances of Special Items (including Network Subsidy).
- (iv) For stewardship purposes and in line with Government accounts, AFR, which is a separate document required for the purpose of accounting to the Government the proper use of public moneys, should be prepared on cash-based accounting principle.
- (v) The AFR must be an integral part of the Operator's Annual Report. If the Operator chooses not to provide the AFR in its Annual Report, it has to upload the full set of the latest AFR onto its website and specify the website address linking to the AFR in its Annual Report.

(c) Financial Reporting Requirements

- (i) Reporting of Special Items
The Operator is required to submit an analysis of the Special Items together with its AFR. Special Items include but not limited to

Network Subsidy and Set-up cost. This is required in view of the principle that the surplus or deficit of each of the Special Items for each financial year / contract period should be separately ascertained and any surplus, which is not allowed to be offset by any deficit, will be subject to claw-back by the Government according to the terms and conditions of the Contract with the Operator and those for individual Special Items.

(ii) **Reporting of Fixed Assets**

The Operator is required to submit the List of Fixed Assets of the DHC together with its AFR. This is required in view of these fixed assets in DHC Core Centre and Satellite Centres will be transferred to the Government or the Government's nominee upon termination of the Contract with the Operator. Furniture and equipment (F&E) item of permanent or non-consumable nature and with a unit cost at or above \$1,000 at the time of purchase and acquired by the Operator for use in delivery the Services should be included in the List of Fixed Asset.

(d) **Internal Control**

(i) Internal control is fundamental to sound and prudent financial management. Operator should always ensure that adequate internal control is in place.

(ii) Review of internal control is an important part of the Government's financial inspection. The Operator should set up internal control procedures and guidelines based on the advice of the Government.

(iii) Internal audit on the compliance with the established internal control procedures and guidelines should be conducted at regular intervals to ensure the adequacy and effectiveness of internal control system.

(e) **Procurement**

(i) The Operator should strictly observe the principles of transparency, open and fair competition when making procurements with funds provided by the Government.

(ii) The Operator should follow the latest procurement policy and procedures, which would be issued by the Government from time to time, in order to achieve the best value for money for the procurement.

(f) **Asset Disposal**

(i) An asset acquired by the Operator for use in delivery of the Services may only be disposed of if it is unserviceable or a redundant item with justification.

(ii) In general, F&E items purchased within 5 years are regarded as serviceable. Assets may become unserviceable if they are damaged, broken or beyond economic repair. The Operator's Board of Management may, in writing, delegate the authority to managerial staff at an appropriate level or a Board of Condemnation (particularly for high value items) to accept an item as unserviceable and may be disposed of after inspection.

(iii) Nonetheless, the Operator shall seek prior approval from the Government for disposal of any F&E item with a unit cost at or above \$50,000 at the time of purchase.

(g) External Auditing

- (i) The Operator is required to submit audited AFR to assure the Government that the funds are applied to the Services in accordance with the DHC Service Manual and Guidelines and in compliance with the terms and conditions for the Contract for DHC. The audited AFR should be reported by an independent auditor who must be Certified Public Accountants holding a practising certificate registered under the Professional Accountants Ordinance (Cap. 50) (the Auditor) and conducted in accordance with the “Notes for Auditors of Operators of DHC” (the Notes) issued by the Government from time to time.
- (ii) The Operator should specify in the engagement letter for the employment of the Auditor that they should follow the requirements and the specimen stipulated in the Notes in conducting reasonable assurance engagements and preparing auditor’s report for the AFR of the Services. The engagement letter should also specify that the Government, the Director of Audit and his/her authorised representatives should have the right to communicate with the Auditor on matters concerning the AFR and the supporting statements.
- (iii) An external audit should involve a general appraisal of the adequacy and effectiveness of financial and accounting records and procedures aimed at providing proper and effective internal control. The Auditor may discover, during the course of the audit, weaknesses in the Operator’s internal control. These should be brought to the attention of the management together with recommendations for improvement in the Auditor’s management letter.

(h) Submission of Audited AFR

The Operator is required to submit audited AFR to the Government. The AFR for the Services should be prepared on cash-based accounting principle.

(i) Financial Inspection

The Government will conduct Financial Inspection in respect of the Services. The inspection will include post payment checking, review of compliance with accounting and financial reporting requirements as laid down in this DHC Service Manual and Guidelines and/or agreement between the Operator and the Government, and review of the internal control procedures. Performance review in respect of value for money audit may also be conducted.

2. Payment Mechanism

(a) Monthly Basic Fee and Monthly Operation Cost of Satellite Centres

- (i) The Government will pay the Operator the Monthly Basic Fee and Monthly Operation Cost of Satellite Centres based on the schedule set out in the Contract.
- (ii) The Operator should submit the Monthly Income and Expenditure Report, which should be certified by the Executive Director of the Operator, together with supporting documents such as receipts and other related documents to the Government within 15 days after the

end of each month.

(b) Network Subsidy

- (i) The Operator should establish internal procedures and monitoring framework with the support of the DHC IT System to record and monitor the financial transaction of services provided by NSPs. It should also build in ways of identifying aberrant pattern of transactions and claim. The Operator should rectify these irregularities immediately and report to the PHO without delay for any possible fraudulent claims.
- (ii) The Operator shall transact Network Subsidy received from the Government and released to NSPs through the Designated Bank Account.
- (iii) The Operator shall submit the Network Medical and Healthcare (M&H) Practitioners Statement (DHC Network Statement) according to the schedule set out in the Contract.

The DHC Network Statement shall be certified correct by the Executive Director of the Operator, together with supporting documents required by the Government.

(c) Other Payments

Payments other than Monthly Basic Fee, Monthly Operation Cost of Satellite Centres and Network Subsidy are normally paid on a reimbursement basis unless agreed by the Government otherwise. The Operator shall seek prior approval from the Government for any spending items falling within this category. Claims for reimbursement should be submitted to the Government together with supporting documents such as contract, invoices, receipts and certifying that no previous payment has been made.

H. USE OF ELDERLY HEALTH CARE VOUCHER IN DHC SCHEME

1. Use of EHV is encouraged in the DHC Scheme. The Operator should make every effort to recommend all the NSPs to join the Elderly HCVS. Apart from services provided by the Elderly HCVS-eligible HCProfs, the Clients receiving services from the other HCProfs, i.e. dietitians, speech therapists and podiatrists under the DHC Scheme may also settle co-payments from their EHV accounts. The Operator and NSPs shall comply with the "Proper Practices under the Health Care Voucher Scheme - District Health Centre" issued by the Department of Health (DH). The Care Coordinator should keep records of the Clients who have used vouchers to settle co-payments for these NSPs.
2. **Arrangement for Eligible HCProfs under the Elderly HCVS**
 - (a) The eligible HCProfs who will provide service in the DHC Scheme include medical practitioner, CMP, physiotherapist, occupational therapist, optometrist and medical laboratory technologist. These HCProfs will continue to join the Elderly HCVS and make voucher claims following the prevailing arrangement of Elderly HCVS promulgate by the DH.
 - (b) For all HCProfs, a cap of \$150 (i.e. the cap in co-payment) will be set for

DHC-related voucher claims. HCProfs should make separate voucher claims for DHC and non DHC-related services.

- (c) As the co-payment for medical consultation is not fixed, no cap is set for DHC-related voucher claims of the medical practitioners. NMPs should make separate voucher claims for DHC and non DHC-related services.

3. Arrangement for the other HCProfs

- (a) The Operator will join the Elderly HCVS on an organisational basis to make claims for HCProfs not eligible to join the Elderly HCVS. The Operator will create data entry account in eHealth System (Subsidies) for all dietitians, speech therapists, podiatrists in the DHC Scheme. The Operator submits the voucher claims to the DH on behalf of the above-mentioned HCProfs after verification of details of the claims.
- (b) These HCProfs will input voucher claims into the eHealth System (Subsidies) and generate consent forms for the Clients' signature. The voucher claims will need to be confirmed and submitted by the Operator to the DH through the eHealth System (Subsidies) for reimbursement.
- (c) The Operator will be subject to monitoring and checks by DH. The consent forms signed by service recipients must be kept by the Operator for checking by DH for a period of not less than the expiry of 7 complete financial years from the year in which the relevant reimbursement was made. If any anomalous voucher claims are identified by DH requiring recovery of voucher payment, DH will issue a demand note to the Operator for settlement.
- (d) The HCProfs concerned, though engaged through the Operator and not registered under the Elderly HCVS in their own rights, still need to abide by the prevailing scheme rules. The Operator should disseminate a set of Proper Practices prepared by DH to the HCProfs.

I. REGULAR REPORTS and ANNUAL PLAN OF THE DHC SCHEME

- 1. The Operator is obliged to submit the following reports/plans to the FHB upon commencement of operation, covering activities relating to the DHC.
 - (a) A monthly service report within 15 working days after the end of each month.
 - (b) A quarterly manpower report within 15 working days after the end of each quarter.
 - (c) Annual report within 3 months after the end of each Financial Year.
- 2. The Operator is obliged to submit the Annual Business Plan and Annual Budget to the DHC Management Committee for input and approval by the PHO two months before the start of the financial year. The Annual Business Plan shall set out how the Operator specifically plans to carry out the Services for the coming twelve months and achieve the Service Output Targets set out in the Contract.

J. QUALITY AND SAFETY MANAGEMENT

1. It is of paramount importance that Services provided are of quality and appropriate to the needs of the Clients. The Operator should conduct activities to review the DHC's structure, system and service to the Clients, aiming to improve the care and safety to the Clients. The review should be based on the DHC's own information and data, which can be collected in a variety of ways, including feedback from the Clients and the DHC staff on day-to-day operations, and audits of clinical data. The Operator should analyse the information and data collected. Results of the analyses should be used in improving the care and safety to the Clients, and in responding to the Client's feedback where possible. The Operator should keep proper documentation on the activities described above.

2. Incident Reporting and Handling

- (a) Incidents include those –
 - (i) related to the Client / staff safety, e.g. missing the Clients, client injury / death, workplace violence;
 - (ii) affecting DHC operation, e.g. utility breakdown, fire.
- (b) Operational guidelines on handling of incidents should be established by the Operator. Training and drills should be conducted regularly and recorded.
- (c) As a general principle, the Operator should handle the incident as far as practicable. External help and support should be sought as appropriate.
- (d) The Operator should establish an investigation and reporting mechanism, and maintain a proper and adequate record. In the event of the Client / staff suffering injury or death arising out of DHC operation, the Operator shall report to the Police immediately.
- (e) The Operator should report to the PHO as soon as possible –
 - (i) any accidents or circumstances that require reporting to any competent authorities including without limitation the Hong Kong Police Force, the Fire Services Department, the Occupational Safety and Health Council, and the DH;
 - (ii) possible / potential allegation of medico-legal incidents;
 - (iii) criminal offences occurring in the DHC;
 - (iv) events / accidents leading to personal injury, disability, damage or service disruption;
 - (v) events attracting media attention or inviting public complaints;
 - (vi) events that may have serious impact to the DHC Scheme.
- (f) The Operator shall submit a written investigation report to the PHO within 7 working days after the occurrence of injury or death, or on an earlier date specified by the PHO. Other incident reports should be submitted in its monthly report to the PHO. And, the report should include follow-up actions, investigation results and improvement measures implemented.
- (g) The PHO shall be entitled to carry out investigation into any accident or circumstances of which it becomes aware and the Operator shall facilitate and assist in such investigation including without limitation providing the Government Representative with access to all persons involved.

3. Handling of Complaint and Feedback

- (a) Complaints and feedback are taken as opportunities for improvement in the

Service. The Operator should develop a robust system to handle complaints and assign designated staff to handle complaints. The Operator shall set up a hotline for enquiries and complaints. Senior staff should provide support, advice and supervision in the process.

(b) Reporting Mechanism

The Operator shall include in its monthly report the complaints received, the follow-up actions, investigation results and improvement measures implemented, if applicable. For repeated complaints or serious ones that may impact the DHC Scheme, the Operator should report to the DHC MC for deliberation. Feedback which requires follow-up action or has a significant impact on the DHC Scheme should be reported to the Government as well.

4. Healthcare Professionals with Practising/Admission Privileges

- (a) The Operator shall by all means ensure the HCProfs, both DHC employees and NSPs, upholding the service quality and standard. The HCProfs shall at all times throughout their participation in the DHC Scheme comply with the DHC requirements, including their professional registration status if applicable.
- (b) For practitioners/professionals (personnel) with admission or practising privilege, the Operator shall vet their fitness in terms of qualifications, experience and training, including details of professional qualifications and valid registration with relevant professional regulatory body and check the indemnification/medico-legal protection. The Operator shall ensure that the HCProfs provide the Services in accordance with the DHC Service Manual and Guidelines issued by the PHO. If an NSP is suspected to have committed any irregularity, the Operator shall carry out investigation and report to the PHO as soon as possible.

K. SPECIAL SERVICE ARRANGEMENTS UNDER UNEXPECTED SITUATIONS / INCLEMENT WEATHER CONDITIONS

Operational arrangement and guidelines should be drawn up by the Operator for use during unexpected situations which interrupt the Service. These include events causing severe disruption of public transport, accidents which compromise the safety of the DHC premises, and other unforeseen circumstances. The Operator should ensure that the subsequent arrangement is made known to the Clients in advance. In case announcement through public media is required, the Operator should liaise with PHO.

L. MAINTENANCE RESPONSIBILITIES

1. DHC Premises

The Government provides for use by the Operator for the provision of the Services under the Contract. The Core Centre of DHC is built exclusively for the purpose of the DHC Scheme / service. Any modification and alteration

would only be made if there is service need, provided that the regulations from either the Landlord or Building Manager of the premises are strictly observed. The Operator shall make reference to and follow the Use of the Premises of Core Centre of DHC which will be provided to the Operator upon Contract commencement.

2. Equipment and Devices

- (a) All equipment should be used as intended for their purposes, in good working order and properly maintained at regular intervals. Records of maintenance and servicing of medical equipment should be kept. There are procedures for cleaning or disinfection (where applicable) of reusable medical equipment.
- (b) Staff using medical equipment should have completed training in the safe and proper use of the equipment. Where treatment involves the manipulation of aids / equipment by the Clients themselves, they are briefed on the proper handling of the equipment and the associated risk.

3. General maintenance records should be kept for 5 years.