中華人民共和國香港特別行政區政府總部食物及衞生局
Food and Health Bureau, Government Secretariat
The Government of the Hong Kong Special Administrative Region
The People's Republic of China

Our Ref.: FHB/H/24/17/4/10

Tel: 2205 2550
Fax: 2556 2839

13 September 2019

Dr Hon Pierre CHAN
Chairman, Panel on Health Services
Legislative Council
c/o Legislative Council Secretariat

Dear Dr Hon CHAN,

Prequalification for the Operation of
a Chinese Medicine Hospital in Tseung Kwan O

I have pleasure to inform you that the invitation to Prequalification for the Operation of a Chinese Medicine Hospital ("CMH") in Tseung Kwan O was issued today. This is an important milestone of the development of Chinese Medicine ("CM") in Hong Kong.

The CMH will serve as the flagship CM institution leading the development of CM (中醫) and Chinese Medicines (中藥) in Hong Kong. The CMH will be a change driver, promoting service development, education and training, innovation and research. The CMH project adopts a public-private partnership ("PPP") model. The Government would support the CMH through injection of major resources both in terms of capital investment and recurrent funding for delivery of hospital services, training and research as well as the sustainable development of CMH in meeting the Government's intent to promote the development of CM. The service deed will cover arrangements for commissioning, a 10-year service period (extendable by five years at most), followed by a six-year post service period.

The Government intends to prequalify not more than four applicants as prequalified tenderers through this prequalification exercise. The prequalified tenderers would then be invited to join the tender exercise which is tentatively scheduled to be issued in mid-2020.

/...

The prequalification document is available on FHB's website (https://www.fhb.gov.hk/en/tender/index.html). A softcopy of the prequalification document is attached for your reference, please.

We would keep Members of the Panel of Health Services posted of the latest development of the CMH project. Please feel free to contact me for further information if needed.

Yours sincerely,

(Dr CHEUNG Wai-lun)
for Secretary for Food and Health

Encl.

Ref.: FHBH2417S001

THE GOVERNMENT OF

THE HONG KONG SPECIAL ADMINISTRATIVE REGION

PREQUALIFICATION DOCUMENT

FOR

THE OPERATION OF A CHINESE MEDICINE HOSPITAL

IN TSEUNG KWAN O

Food and Health Bureau

Date: 13 September 2019

INDEX

Part (I) INTERPRETATION

1. For the purposes of the Prequalification Document, unless otherwise defined or the context otherwise requires:

1.1 The following expressions bear the same meanings as set out below:

"Annual Planning Mechanism"	means the annual planning mechanism to be set up by the Operator for the advanced planning of the Hospital's programmes, manpower planning and financial planning for the coming financial year as stipulated in Appendix 8;
"Applicable Laws"	means all applicable laws, by-laws, regulations, policies and codes of conduct, including the Code of Practice;
"Applicant"	means any person who submits an Application;
"Application"	means an application submitted by an Applicant for prequalification in response to this Prequalification Document;
"Application Closing Date"	has the meaning given to it in Clause 4.4 of Part (II) Information to Applicants;
"Article"	means an article in the Articles of Association;
"Articles of Association"	means the articles of association of the Operator;
"Board of Directors"	means the board of directors of the Operator;
"Chairperson"	means the person for the time being appointed as the chairperson to chair the meeting of the Board of Directors in accordance with Article 27(2) of the Articles of Association;

"CM"	means Chinese medicine;
"CMs"	means Chinese medicines;
"CMCTR"	means the Chinese Medicine Centre for Training and Research;
"CMP"	means a "listed Chinese medicine practitioner" or a "registered Chinese medicine practitioner" as defined in section 2 of the Chinese Medicine Ordinance (Cap. 549);
"Code of Practice"	means the Code of Practice for Private Hospitals issued by the Department of Health as updated from time to time;
"Commissioning Period"	means Phase I Commissioning Period and Phase II Commissioning Period;
"Committee"	means the committee to which the Board of Directors delegate any of their powers under the Articles of Association;
"Contractor"	means the successful Tenderer which is awarded the Service Deed;
"Contractor Representative"	means the person appointed by the Contractor who has the authority to represent and act for the Contractor at all times during the performance of the Service Deed;
"Core Management Team"	has the meaning given to it in Clause 13.3.1 of Part (III) Service Deed Information;
"CTRC"	means the Clinical Trial and Research Centre;

“Deputy HCE (CM)”	means Deputy Hospital Chief Executive (Chinese medicine);
“Deputy HCE (WM)”	means Deputy Hospital Chief Executive (Western medicine);
“Director”	means any person for the time being appointed as a member of the Board of Directors;
“Electronic Health Record Sharing System” (“eHRSS”)	means the information infrastructure established and maintained under the Electronic Health Record Sharing System Ordinance (Cap. 625);
“Eligible Person”	means a holder of a Hong Kong Identity Card or a child under eleven (11) years of age who is a resident of Hong Kong or such persons as prescribed by the Government;
“Extended Service End Date”	means the end date of the Service Extension Period as described in Clause 6.6 of Part (III) Service Deed Information;
“Executive Committee Structure”	means the structure referred to in Clause 8.4 of Part (III) Service Deed Information;
“FHB”	means the Food and Health Bureau of the Government of the Hong Kong Special Administrative Region;
“Financial Commitments”	mean the financial commitments referred to in Clause 14.5.1 of Part (III) Service Deed Information;
“Financial Year”	means a calendar year from 1 April to 31 March of the following year;
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays

	Ordinance (Cap. 149);
“GOPS”	means the General Outpatient Service;
“Government”	means the Government of the Hong Kong Special Administrative Region;
“HA”	means the Hospital Authority, a statutory body established under the Hospital Authority Ordinance (Cap. 113);
“HCE”	means the Hospital Chief Executive of the Hospital as stipulated in Clause 13.3.1(1) of Part (III) Service Deed Information;
“HDU”	means a High Dependency Unit;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hospital”	means the hospital institution providing services and operations under the Service Deed including those relating to clinical, non-clinical, education and training and research;
“Hospital Administrative Structure”	means the structure referred to in Clause 8.3.1 of Part (III) Service Deed Information;
“Hospital Missions and Functions”	mean the missions and functions of the Hospital specified in Section 5 of Part (III) Service Deed Information;
“Hospital Services”	means all services and operations in relation to the Hospital under the Service Deed including those relating to clinical, non-clinical, education and training and research;

“Hospital Structure and System”	has the meaning given to it in Clause 8.1.1 of Part (III) Service Deed Information;
“HR”	means human resources with detailed requirements stated in Section 13 of Part (III) Service Deed Information;
“ICWM”	means the Integrated Chinese-Western medicine;
“Intellectual Property Rights”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;
“Invitation to Tender”	means the invitation to tender for the Service Deed;
“IT Systems”	means computer systems, programmes, hardware, software, databases, networks, data centres and related equipment and accessories that are used to process, store, maintain and operate data, information and functions and documentation related thereto;
“Joint Venture”	has the meaning given to it in Clause 5 of Part (II) Information to Applicants;
“Letter of Conditional Acceptance”	means the letter issued by the Government to the Contractor in the Invitation to Tender exercise requiring the Contractor to perform certain obligations by a specified time/times;
“Management Fee”	has the meaning given to it in Clause 14.4.2(2) of Part (III) Service Deed Information;

“Management Team”	means a management team proposed by the Applicant to manage the Project. For the avoidance of doubt, this management team is for supporting the Contractor in delivering the Hospital Services. This is neither the Project Team nor the Core Management Team;
“Materials”	means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Applicant, its employees, agents or sub-contractors in relation to the Application and Prequalification Document including without limitation, any reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Applicant in relation to the Application and Prequalification Document recorded or stored by whatever means;
“Member”	means a member of the Company for the time being;
“month”	means a calendar month;
“Operator”	means a company limited by guarantee incorporated by the Contractor and has the meaning given to it in Clause 1.2 of Part (II) Information to Applicants;
“Original Application Closing Date”	means 12:00 noon of 13 December 2019;
“Partnership”	has the meaning given to it in Clause 5 of Part (II) Information to Applicants;
“Phase I Commissioning Period”	means the period as described in Clause 6.3 of Part (III) Service Deed Information;

“Phase II Commissioning Period”	means the period as described in Clause 6.4 of Part (III) Service Deed Information;
“Post-Service Period”	means the period specified in Clause 6.8 of Part (III) Service Deed Information;
“Premises”	means the Site and all buildings and structures erected and to be erected thereon for the operation of the Hospital and, where applicable, means any part of the Site or any such building or structure or part of any building or structure;
“Prequalification Document”	has the meaning given to it in Clause 1.1 of Part (II) Information to Applicants;
“Prequalification Exercise”	means this prequalification exercise to prequalify prospective Tenderers for the Service Deed on and subject to the terms set out in the Prequalification Document;
“Prequalified Tenderers”	have the meaning given to it in Clause 1.7 of Part (II) Information to Applicants;
“Project”	means the commissioning, operation and development of the Hospital in Tseung Kwan O and all necessary facilities and equipment related thereto;
“Project Team”	has the meaning given to it in Clause 16.2.1 of Part (III) Service Deed Information;
“Prudent Operating Practice”	means those practices, methods, equipment, specifications and standards of safety and performance, (as the same may change from time to time) and that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person

	engaged in the same type of undertaking under the same or similar circumstances, and in any event, in line with internationally applicable medical services standards and practices;
"PSH"	means the Permanent Secretary for Food and Health (Health);
"ROPS"	means the Referral Outpatient Service;
"Service Commencement Date"	means the date of commencement of the Hospital's patient services, to be agreed by the Government, the Contractor and the Operator;
"Service Deed"	means the contract in the form of a deed signed between the Government, the Contractor and the Operator to operate the Hospital;
"Service Deed Period"	means the period specified in Clause 6.1 of Part (III) Service Deed Information;
"Service End Date"	means the day which is ten (10) years after the Service Commencement Date;
"Service Extension Period"	means the period as described in Clause 6.7 of Part (III) Service Deed Information;
"Service Period"	means the period as described in Clause 6.5 of Part (III) Service Deed Information;
"Site"	means the area marked as the site for the Hospital in the Location Plan – Site for the Hospital at Appendix 3;
"Specified Requirements on Selective Areas"	means the specified requirements on selective areas as described in Clause 8.2 of Part (III) Service Deed Information;

"Standing Committee"	has the meaning given to it in Clause 7.3.4 of Part (III) Service Deed Information;
"Standing Executive Committee"	has the meaning given to it in Clause 8.4.4 of Part (III) Service Deed Information;
"Tender"	means an offer to provide services to the Government as specified in the Service Deed as submitted by a Tenderer in response to the Invitation to Tender;
"Tenderer"	means a Prequalified Tenderer which submits a proposal in response to the Invitation to Tender;
"Universities"	mean the three universities with Schools of CM in Hong Kong (i.e. Hong Kong Baptist University, the Chinese University of Hong Kong and the University of Hong Kong);
"WM"	means Western medicine; and
"working day"	means a day that is not: (a) a general holiday; or (b) a Saturday; or (c) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1).

1.2 The following rules of interpretation shall apply:

1.2.1 words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body

corporate or unincorporated (wherever established or incorporated);

1.2.2 headings are inserted for ease of reference only and shall not affect the construction of this Prequalification Document;

1.2.3 a time of a day shall be construed as a reference to Hong Kong time;

1.2.4 references to a day mean a calendar day;

1.2.5 references to a month or a monthly period mean a calendar month;

1.2.6 “Cap.” means a Chapter of the Laws of Hong Kong;

1.2.7 “Department” or “Bureau” with the first letter capitalised means a department or bureau of the Government; and

1.2.8 “Holding company” and “subsidiary” have the meaning ascribed to them in sections 13 and 15 of the Companies Ordinance (Cap. 622).

Part (II) INFORMATION TO APPLICANTS

1. The Prequalification Document and Prequalification Exercise

1.1 This Prequalification Document comprises the following:

Part (I) Interpretation;
Part (II) Information to Applicants;
Part (III) Service Deed Information;
Part (IV) Information Required from Applicants;

Appendices 1 to 8;

Proformas 1 to 5; and

Proposals PII-14, PIII-8a, PIII-9a to PIII-9f and PIII-13a and PIII-13b.

(collectively "**Prequalification Document**"). Each of the above parts of the Prequalification Document is referred to by its name as stated above throughout the Prequalification Document.

1.2 The Government has always been committed to promoting the development of CM in Hong Kong. The 2018 Policy Agenda stated that a CM hospital would be constructed by the Government in Tseung Kwan O and operated by a non-profit-making organisation. Following this policy intent, the Government wishes to appoint a contractor ("**Contractor**") to incorporate a company limited by guarantee ("**Operator**") to manage, operate and maintain the Hospital pursuant to the Service Deed.

The Service Deed

1.3 The Hospital will serve as the flagship CM institution leading the development of CM and CMs in Hong Kong. The Hospital will be a change driver, promoting service development, education and training, innovation and research. The Hospital will also execute and implement the Government's policies on CM, and provide services in healthcare, education and training, research, collaboration and create health values.

1.4 The Project adopts a public-private partnership ("**PPP**") model. The Hospital

will be built on the Site which is land owned by the Government and will be owned by the Government. The Government will also provide furniture and equipment and IT Systems that the Government considers necessary for the commencement of Hospital Services taking into account the future capacity of the Hospital.

1.5 The Site is located in Tseung Kwan O Area 78 at the western part of the lower platform of Pak Shing Kok. It faces Wan Po Road to its west and abuts Pak Shing Kok Road at its south. To the north there is the Fire Services Training School cum Driving Training School of the Fire Services Department. Please refer to Clause 4.2 of Part (III) Service Deed Information for details.

1.6 The Contractor shall incorporate a company limited by guarantee as the Operator with an Articles of Association substantially in the form set out in **Appendix 1**. The Contractor shall execute, and procure the Operator to execute, the Service Deed with the Government in relation to the Project. The Hospital will be regulated under the legal and regulatory regime for the healthcare system of Hong Kong. Further details of such are provided in Part (III) Service Deed Information.

The Prequalification Exercise

1.7 The Prequalification Exercise is intended to prequalify prospective Tenderers for the Service Deed on and subject to the terms set out in the Prequalification Document. The Invitation to Tender will be issued to prequalified bidders ("**Prequalified Tenderers**") only. Since the Hospital is the first of its kind, the Government would like to, in addition to identifying Prequalified Tenderers, obtain ideas which are practical, market acceptable, innovative and beneficial to the Government's formulation of the Invitation to Tender. Against this background, Applicants are required to submit information in their Applications which are classified into the following categories of information. The classification of categories of information is set out in Part (IV) Information Required from Applicants:

1.7.1 Category 1 information serves to demonstrate fulfilment of essential requirements. Applicants must meet all of the essential requirements set out in the Prequalification Document. Failure to meet any of the

essential requirements shall render an Applicant disqualified and its Application will not be considered further by the Government.

1.7.2 Category 2

(1) Information on an Applicant's capability in undertaking the operation of the Hospital.

(2) Category 2 information will be assessed and be given marks during the technical assessment of the Application.

(3) Applicants must demonstrate that proposals or plans submitted under Category 2 information at the Tender stage ("**New Proposal"**) are no less favourable than such proposals or plans submitted in the Prequalification Exercise. The Government may, in its absolute discretion, accept any New Proposal in part or in whole. Any New Proposal, if accepted by the Government, will be incorporated into the Service Deed and shall not be varied without the Government's approval in accordance with the Service Deed.

1.7.3 Category 3

(1) Information submitted through invited proposals from the Applicants to reflect market initiatives which are conducive to the Hospital development.

(2) These proposals will not be given marks in the technical assessment of the Application. They will be considered by the Government in formulating requirements at the Tender stage.

1.8 In the event an Applicant becomes a Prequalified Tenderer, it will be required to submit proposals at the Tender stage. Materials, ideas and expressions of ideas, suggestions and proposals submitted in the Prequalification Exercise may be used by the Government to formulate further requirements at the Tender stage. These requirements may be equal to, below or above the

submissions received at the Prequalification Exercise. Applicants shall also note that the assessment criteria and relative scores for the Prequalification Exercise are independent and not related to those for the Invitation to Tender.

1.9 The Government will prequalify not more than four (4) Applicants as Prequalified Tenderers through this Prequalification Exercise. Applicants should refer to Clause 3 below for information.

1.10 The Government may permit changes to any Applicant's Application at its discretion before the Application Closing Date.

2. Withdrawal of Prequalification

The Government reserves the right to withdraw the prequalification of a Prequalified Tenderer if it no longer fulfils the essential requirements.

3. Eligibility and Other Criteria

3.1 An Applicant must meet all of the following essential requirements, **otherwise its Application will not be considered further**:

3.1.1 On the Original Application Closing Date, the Applicant:

(1) must be either:

(a) a company limited by guarantee under the Laws of Hong Kong; or

(b) a statutory body corporate established under an Ordinance of the Laws of Hong Kong;

(2) must be a single entity not being a Partnership or Joint Venture;

(3) must have at least ten (10) years of aggregate experience within the twenty (20) years immediately prior to the Original

Application Closing Date in providing CM services (see Clause 3.1.2(1) below) in Hong Kong of which five (5) years of experience were obtained in the five (5) years immediately prior to the Original Application Closing Date; and

(4) must have at least ten (10) years of aggregate experience within the twenty (20) years immediately prior to the Original Application Closing Date in managing any:

(a) healthcare organisation(s), each of which consists of more than one (1) healthcare unit (see Clause 3.1.2(2) below); and/or

(b) hospital(s) (see Clause 3.1.2(3) below),

of which five (5) years of experience were obtained in the five (5) years immediately prior to the Original Application Closing Date.

3.1.2 For the purposes of Clause 3.1.1 above:

(1) **"CM services"** means CM services provided by:

(a) a person whose name appears on the Register of Chinese Medicine Practitioners and who is registered under section 69 or 85 of the Chinese Medicine Ordinance (Cap. 549); or

(b) a person whose name appears on the list of CMPs maintained under section 90 of the Chinese Medicine Ordinance (Cap. 549).

(2) "**healthcare unit"** means any premise used for delivery of healthcare services by one or more of the following healthcare professionals registered with their respective boards or councils under legislation in Hong Kong as mentioned below in force at the time the relevant healthcare

services were delivered:

(a) a medical practitioner registered with the Medical Council of Hong Kong;
(b) a Chinese medicine practitioner registered with the Chinese Medicine Council of Hong Kong;
(c) a dentist registered with the Dental Council of Hong Kong;
(d) a pharmacist registered with the Pharmacy and Poisons Board of Hong Kong;
(e) a nurse registered with the Nursing Council of Hong Kong;
(f) a midwife registered with the Midwives Council of Hong Kong;
(g) a medical laboratory technologist registered with the Medical Laboratory Technologists Board of the Supplementary Medical Professions Council;
(h) an occupational therapist registered with the Occupational Therapists Board of the Supplementary Medical Professions Council;
(i) an optometrist registered with the Optometrists Board of the Supplementary Medical Professions Council;
(j) a radiographer registered with the Radiographers Board of the Supplementary Medical Professions Council;
(k) a physiotherapist registered with the Physiotherapists Board of the Supplementary Medical Professions Council; and
(l) a chiropractor registered with the Chiropractors Council.

(3) **"hospital"** means:

(a) any "hospital" as defined under the Hospitals, Nursing Homes and Maternity Homes Registration Ordinance (Cap. 165); or

(b) any "prescribed hospital" as defined in the Hospital Authority Ordinance (Cap. 113).

(4) For the avoidance of doubt:

(a) the experience of the Applicant as a sub-contractor; and

(b) the experience of an associated company of the Applicant,

will not be counted as experience of the Applicant.

An "associated company" means the subsidiary or holding company of the Applicant (if any) or a subsidiary of the Applicant's holding company (if any).

3.2 Selection Criteria and Marking Scheme for Prequalification

3.2.1 Applications will be considered in accordance with the selection criteria and marking scheme at **Appendix 2**. Assessment consists of three (3) stages: completeness check on the Applications submitted, compliance with essential requirements and technical assessment according to the assessment criteria. The assessment criteria are organised under three heads: execution plan, experience of the Applicant's proposed Management Team and the financial capability of the Applicant.

3.2.2 The Contractor or the Operator will be permitted to meet its obligations under the Service Deed as to training and research, Hospital operation and financial capability by having the assistance of third parties who have committed to so assist ("**Third Party Commitments**").

3.2.3 Subject to Clause 3.2.4 below, Third Party Commitments will be counted in the Prequalification Exercise (see Clause 3.2.5 below) and during the Tender stage where applicable.

3.2.4 In order to be counted in the Prequalification Exercise and/or the Tender stage, the Third Party Commitments must:

(1) provide assistance as represented by the Applicant in its Application or the Tenderer in its Tender ("**Third Party Assistance**");

(2) provide the Third Party Assistance throughout the Service Period and the Service Extension Period (as applicable) to the Applicant/Prequalified Tenderer should it successfully bid for the Service Deed;

(3) not be conditional on any obligation being imposed on the Operator in any way; and

(4) in the opinion of the Government, assist the Contractor or the Operator to meet its obligations under the Service Deed.

3.2.5 In this Prequalification Exercise, Third Party Commitments may be taken into account in sub-criterion 10 (Experience of the Applicant's Proposed Management Team) and sub-criterion 12 (Financial Capability of the Applicant) in the technical assessment. Please refer to Notes 4 and 5 of Appendix 2 for details.

4. Prequalification Applications

4.1 An Application shall include information and documents set out in Part (IV) Information Required from Applicants. In particular, each Applicant shall submit a completed **Proforma 1** (Particulars and Experience of Applicants) to demonstrate compliance with the essential requirements. The Application shall be submitted in English, except for Chinese terminology related to CM industry.

4.2 An Application with one (1) original and ten (10) hard copies as well as one (1) softcopy shall be enclosed in a sealed envelope and marked with the reference and the subject on the outside of the envelope "Ref.:

FHBH2417S001 - Prequalification Submission for the Operation of a Chinese Medicine Hospital in Tseung Kwan O" (but should not bear any indication which may relate the Application to the Applicant) and submitted and addressed to:

The Chairman, Central Tender Board
Government Secretariat Tender Box
Lobby of the Public Entrance on the Ground Floor
East Wing, Central Government Offices
2 Tim Mei Avenue, Tamar, Hong Kong

4.3 An Application, excluding related annexes and documentary proof, **shall not exceed two-hundred (200) pages in A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit will be considered in the Prequalification Exercise but 0.5 mark will be deducted from the total marks for each excessive page, subject to a maximum of eight (8) marks.

4.4 Applications shall be submitted and deposited in the Tender box specified in Clause 4.2 above **("Specified Tender Box")** before 12:00 noon on 13 December 2019 **("Application Closing Date")**, or if this has been extended, the extended date. If a black rainstorm warning signal or tropical cyclone warning signal No. 8 or above is in force at any time between 9:00 a.m. and 12:00 noon on 13 December 2019 or if this has been extended, the extended date, the Application Closing Date will be postponed to 12:00 noon on the first working day after the black rainstorm warning signal has ceased to be in effect or the tropical cyclone warning signal No. 8 has been replaced by a lower signal. **Applications deposited in the Specified Tender Box at or after the Application Closing Date, or Applications not deposited in the Specified Tender Box, will not be considered.**

4.5 In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 12:00 noon on the Application Closing Date, the Government will announce extension of the Application Closing Date until further notice. Following removal of the blockage, the Government will announce the extended Application Closing Date 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).

4.6 The Government will not consider any clarification or information submitted by an Applicant after the Application Closing Date irrespective of whether or not the clarification or information is submitted at the invitation of the Government if such clarification or information would alter the prequalification submission in substance or give the Applicant an advantage over other Applicants.

4.7 No Applicant is permitted to submit more than one (1) Application for prequalification. For the purpose of this Clause, an Applicant's holding company and its subsidiaries are considered as one and the same Applicant.

5. Prohibition on Applicants which are Partnerships or Joint Ventures

5.1 An Applicant shall be a single entity not being a Partnership or a Joint Venture.

5.2 For the purposes of the Prequalification Exercise, "Partnership" or "Joint Venture" means an entity in the form of:

5.2.1 sole proprietors, firms and/or companies joining together as partners within the meaning of a partnership under the Partnership Ordinance (Cap. 38) or as independent contractors under a purely contractual arrangement; or

5.2.2 sole proprietors, firms and/or companies incorporating as a company pursuant to statute, with each participating party as a shareholder of the company ("incorporated joint venture"), and each individual party in the "incorporated joint venture" a joint venture shareholder.

6. Not used.

7. **Validity**

The list of Prequalified Tenderers will be valid for eighteen (18) months from the date of the notification of the prequalification result.

8. **Cancellation**

8.1 The Government reserves the right to cancel the Prequalification Exercise at any time before or after the Application Closing Date and the Government shall not in any circumstances be liable for any costs and expenses incurred by Applicants in connection with the preparation and submission of their Applications if the Prequalification Exercise is cancelled. In addition, the Government shall not be liable for any costs and expenses incurred by Applicants in connection with the preparation and submission of their Applications, in the event that the Government decides not to proceed with the Project after completion of the Prequalification Exercise.

8.2 Applicants shall note that this Prequalification Exercise is held before the necessary funds for the Service Deed and the construction of the Hospital have been approved. If the necessary funds have not been approved, the Government has the right to cancel the Prequalification Exercise at any time before or after the Application Closing Date as set out in Clause 8.1 of Part (II) and the Applicants will be notified accordingly.

9. **Costs of Prequalification Applications**

Applicants shall be responsible for the costs of preparation and submission of their Applications, including the costs of any meetings or discussions with the Government and any other parties whether such Applications are successful or not.

10. **Confidentiality**

10.1 Save that the Government shall have the right to use and disclose whenever

it considers appropriate the works and materials, ideas and expressions of ideas, suggestions and proposals of the Applicant as contained in and/or submitted with the Application for the purpose of determining the requirements of the Invitation to Tender, Tender evaluation and Service Deed management and all other purposes incidental thereto (the "**Purposes**"), the Government will take all reasonable steps to avoid disclosing confidential information provided to it by an Applicant in its submission, including without limitation any personal particulars, records and personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)). All non-public financial and corporate information received, expressly marked and specifically identified as confidential will also be treated in this way. For the avoidance of doubt, this provision shall not restrict:

(a) the disclosure of information to any person for the purpose of considering or exploring the feasibility of or developing the Applicant's Application;

(b) the disclosure of information to any person in the Government;

(c) the disclosure of information necessary in the opinion of the Government for the use or exercise of any Intellectual Property Rights granted by the Applicant to the Government under Clause 13.2 of this Part;

(d) the disclosure of information already known to the Government other than as a result of disclosure by the Government;

(e) the disclosure of information that is or becomes public knowledge;

(f) the disclosure of information that is rightfully in the Government's possession prior to the date of the Applicant's submission of the Application;

(g) the disclosure of any information in circumstances where such disclosure is required pursuant to any law or order of a court of competent jurisdiction or is required by any recognised stock exchange or government or other regulatory body; and

(h) the disclosure of any information with the prior consent of the Applicant.

11. Documents of Unsuccessful Applications

Documents submitted by unsuccessful Applicants will be destroyed three (3) years after the date the Service Deed has been awarded.

12. Briefing Session

12.1 A briefing session will be arranged on 24 September 2019 after issuance of this Prequalification Document.

12.2 An interested party who wishes to attend the briefing session is required to complete **Proforma 2** (Reply Slip for Briefing) and send it to the Chinese Medicine Hospital Project Office, FHB [Attention: Senior Manager(CMHPO)2A] by facsimile no. (852) 2556 2839 or by email: cmhtender@fhb.gov.hk by 12:00 noon on 19 September 2019.

12.3 Another briefing session may be arranged at the Tender stage. All Prequalified Tenderers will be invited to attend this briefing session if arranged. The identities of the Prequalified Tenderers may be revealed when attending such a briefing session or where public interest so requires. The Government shall not be liable for any claims, loss or damages arising from the disclosure of the identity of any Prequalified Tenderers during such occasions.

13. Intellectual Property Rights

13.1 The Applicant warrants to the Government that:

13.1.1 the works and materials relating to the Application developed or submitted by an Applicant specifically under this Prequalification Document (except Licensed Materials (defined in Clause 13.1.4 below)) shall be or consist of original works created, developed or

made by the Applicant;

13.1.2 the submission of the Application and the use, operation, custody or possession by the Government and its authorised users of the works and materials (including the Licensed Materials (defined in Clause 13.1.4 below)) or any part thereof for any of the purposes contemplated by the Prequalification Document shall not infringe any Intellectual Property Rights or any other rights of any person;

13.1.3 the exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Prequalification Document will not infringe any Intellectual Property Rights or any other rights of any person; and

13.1.4 if the Application contains any works or materials of which the intellectual property rights belong to a third party **("Licensed Materials")**, prior to the use and incorporation of such works and materials in the Application, the Applicant shall have obtained from such third party the grant of all necessary licences for itself and the Government and its authorised users to use such works and materials in the manner and for any of the purposes contemplated by this Prequalification Document. The costs of the above licences shall be borne by the Applicant.

13.2 In submitting an Application, the Applicant shall be deemed to have granted to the Government, its authorised users, assigns and successors-in-title a freely transferable, royalty-free, irrevocable, exclusive, perpetual, worldwide and sub-licensable licence **("Licence")** to do any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Cap. 528) (including without limitation to the rights to copy, adapt, enhance, translate and modify) in relation to any works and materials comprised in the Application and all ideas and expressions of ideas, suggestions and proposals created, developed or submitted and all Intellectual Property Rights subsisting in the works and materials comprised in the Application and all ideas and expressions of ideas, suggestions and proposals for the Purposes, the purposes of considering the development of medical and health services in Hong Kong, record and public consultation and any subsequent tender or

procurement exercise and any other purposes incidental thereto. In relation to any of the Licensed Materials which the Applicant is not empowered to grant sub-licence(s), the Applicant hereby undertakes to procure at its sole cost and expense the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third parties in respect of the Licensed Materials to be granted on or before the incorporation of the relevant materials in accordance with the terms hereof. Further details of the terms and conditions of the Licence shall be set out in **Proforma 3**. The Applicant shall sign **Proforma 3** (Licence) and return it to the Government together with the Application. For the purpose of the Licence at **Proforma 3**, the Government agrees that it will upon demand made by an Applicant pay HK$1 (as referred to in Clause 3 of the Licence) to the Applicant (for itself and other signatories of the Licence).

13.3 All Intellectual Property Rights which may subsist in the alterations or modifications developed by the Government, its authorised users, assigns and successors-in-title in respect of the works and materials comprised in the Application and all ideas and expressions of ideas, suggestions and proposals created, developed or submitted by the Applicants shall be the sole and exclusive property of the Government and shall be and remain vested in the Government immediately upon creation.

13.4 The Applicant shall irrevocably waive, and undertake to procure at its own cost and expense all relevant authors of the works and materials comprised in the Application and all ideas and expressions of ideas, suggestions and proposals created, developed or submitted by the Applicant to irrevocably waive, all moral rights (whether past, present or future) in its Application and the respective items. The waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect from the creation of such items or the date of the submission of its Application (as the case may be).

13.5 The Applicant shall at its own costs and expense do and execute any further things and document(s) (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 fourteen (14) days of the date of the Government's written request or such longer

period as may be agreed by the Government in writing.

13.6 The Applicant shall indemnify and keep the Government, its authorised persons, assigns and successors-in-title fully and effectively indemnified from and against all actions, costs, claims (whether or not successful, compromised or settled) threatened, brought or established against the Government, and all demands, losses, damages, costs, charges or 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 (1) any infringement or alleged infringement of any Intellectual Property Rights of any person in connection with the use, operation, custody or possession of the works and materials comprised in the Application and all ideas and expressions of ideas, suggestions and proposals created, developed or submitted by the Applicant or any part thereof by the Government and its authorised users, (2) the exercise of any rights granted to the Government and its authorised users under this Prequalification Document, and (3) the breach of any warranties concerning Intellectual Property Rights under this Prequalification Document.

13.7 The provisions of this Clause 13 shall survive the expiry, completion or termination of this Prequalification Document (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry, completion or termination.

14. Other Suggestions which are Conducive to the Development of the Hospital

Applicants may provide other suggestions conducive to the development of the Hospital under Category 3 information as stipulated in Clause 1.7.3 above by completing **Proposal PII-14**.

15. **Tentative Tender Programme**

Key tentative milestones of the Tender programme are set out below for reference:-

Key milestones	Timeline (tentative)
Issue of Prequalification Document	13 September 2019
Application Closing Date	13 December 2019
Notification of Prequalification Exercise results	1st Quarter of 2020
Invitation to Prequalified Tenderers for Invitation to Tender	Mid-2020
Notification of Tender results	4th Quarter of 2020 to 1st Quarter of 2021

16. **Enquiries**

Enquiries concerning the Prequalification Document shall be made in writing by facsimile or email to -

Project Director
Chinese Medicine Hospital Project Office
Food and Health Bureau
Facsimile: (852) 2556 2198
Email: cmhtender@fhb.gov.hk

Unless otherwise allowed by the Government, enquiries shall be raised at least fourteen (14) days before the Application Closing Date as stated in Clause 4.4 above.

17. **Complaints about Prequalification Exercise or List of Prequalified Tenderers**

The Prequalification Exercise is subject to internal monitoring to ensure that the list of Prequalified Tenderers is established properly and fairly. Any Applicant who feels that its Application has not been fairly evaluated may write

to the PSH of FHB who will personally examine the complaint and refer it to the approving authority for consideration if the complaint relates to the prequalification process or procedures followed. The Applicant should lodge the complaint within three (3) months after notification of the result of its Application.

18. Information in the Prequalification Document

Information provided in this Prequalification Document is to provide reference information on the planning of the Hospital to Applicants to assist them in the formulation of their proposals for the operation of the Hospital. All Applicants must understand that the planning and development of the Hospital is still at its early stage, and that all plans, designs and provisions are subject to changes with updated information and considerations. The Government may at its absolute discretion, change any part of the plans, designs or provisions of the Hospital and has no obligation to update, amend or supplement the information contained in this Prequalification Document at any time and can do so without prior notice to nor consent from any person. Forecasts or estimations and all other information and statistics set out in the Prequalification Document, are provided purely for the Applicant's information on an "as is" basis without warranty of any kind. Neither the Government nor the Government representative gives any warranty, representation or undertaking that any information, statistic and forecast provided in the Prequalification Document or otherwise are sufficient, accurate, complete, suitable or timely for any purpose whatsoever.

19. Agreement on Government Procurement of the World Trade Organisation

This Tender exercise is not covered by the Agreement on Government Procurement of the World Trade Organisation.

20. **Warning against Bribery**

The offer of any advantage to any Government officer with a view to influencing the Prequalification Exercise results is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by an Applicant or any of its officers (including directors), employees or agents will render an Applicant being disqualified.

21. **Request for Information**

In the event that the Government determines that:

(1) clarification in relation to any Application is necessary; or

(2) a document or a piece of information, other than the information set out in Clause 3.1.1 of Part (II) Information to Applicants, is missing from any Application,

it may, but is not obliged to, request the Applicant concerned to make the necessary clarification, or submit the required document or information. Each Applicant shall thereafter within five (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. An Application 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. As an alternative to seeking clarification or further information or document, the Government may not consider the Application further or may proceed to evaluate the Application on an “as is” basis.

Part (III) SERVICE DEED INFORMATION

Scope of the Service Deed

1 Purpose

1.1 The Service Deed will set out the terms on which the Government acting through FHB will appoint the Contractor to manage, operate and maintain the Hospital.

2 Background - Policy Objective of the Hospital

2.1 The Government has always been committed to promoting the development of CM in Hong Kong.

2.2 In the 2014 Policy Address, it was announced that *"The Government has decided to reserve a site in Tseung Kwan O, originally earmarked for private hospital development, to set up a Chinese medicine hospital"*. In the 2017 Policy Address (Press Release), it was further announced that *"the Government has decided to finance the construction of a Chinese medicine hospital on a reserved site in Tseung Kwan O, and invite the HA to assist in identifying a suitable non-profit-making organisation by tender to take forward the project and operate the hospital"*.

2.3 The 2018 Policy Address has announced that *"Through Government subsidising defined Chinese medicine services, Chinese medicine will be incorporated into the healthcare system in Hong Kong. These services include:*

(1) *a combination of government-subsidised in-patient and out-patient services offered by the future Chinese medicine hospital;*

(2) *government-subsidised outpatient services offered by the 18 Chinese medicine Centres for Training and Research at the district level; and*

(3) *government-subsidised in-patient services providing Integrated Chinese-Western Medicine treatment in defined public hospitals, in consultation with HA."*

2.4 The 2018 Policy Agenda stated that the proposed CM hospital will be constructed by the Government and operated by a non-profit-making organisation. The Hospital, offering four-hundred (400) beds in phases, will provide inpatient and outpatient services. It was also stated that the Government expects to commence the tendering procedures for selecting an operator in the second half of 2019.

3 Roles of the Government, the Contractor and the Operator

3.1 During the Phase I Commissioning Period, the Service Deed will be executed between the Government, the Contractor and the Operator.

3.2 Roles of the Government

3.2.1 The Government will build and set up the Hospital including equipping the Hospital with the necessary furniture and equipment and setting up the necessary IT Systems which the Government considers necessary for the commencement of Hospital Services taking into account the future capacity of the Hospital. The Government will retain ownership of the Site including the Premises.

3.2.2 The Government shall also nominate the PSH as one of the three Members of the Operator. The other Members are the Chairperson of the Board of Directors of the Operator and the Contractor as the corporate Member. The Government shall nominate Government officials and other persons to be Directors of the Board of Directors.

3.2.3 The Government is the policy maker on CM development and will formulate policies from time to time.

3.2.4 The Government will fund a combination of subsidised inpatient and outpatient CM services, agreed education, training and research programmes according to the financial arrangement as stipulated in the Service Deed.

3.2.5 The Government will monitor execution of the Service Deed.

3.2.6 During the Post-Service Period, the Directors nominated by the Government may resign and the PSH will cease to be a Member of the Operator.

3.3 Roles and responsibilities of the Contractor

3.3.1 The Contractor shall comply with the Service Deed and act in the best interests of the Hospital. It shall also ensure that the Hospital can develop in a sustainable manner with continuous improvement, fulfilling its missions, functions and policies set by the Government. The Contractor shall appoint a Contractor Representative as set out in Clause 17.2.1 below.

3.3.2 During the Phase I and/or Phase II Commissioning Period, the Contractor shall:

(1) incorporate a company limited by guarantee as the Operator. The Contractor shall be a corporate Member of the Operator. The other Members of the Operator are PSH and the Chairperson of the Board of Directors of the Operator;

(2) nominate persons to join the Board of Directors;

(3) sign the Service Deed between the Government, the Contractor and the Operator;

(4) procure the Operator to sign the Service Deed between the Government, the Contractor and the Operator;

(5) set up a Project Team for commissioning work;

(6) provide support to the Government in the planning, designing and setting up of the Hospital;

(7) provide support to and fund all expenditures of the Operator in carrying out its functions during Phase I and/or Phase II Commissioning Period;

(8) provide and ensure the performance of the Core Management Team as stipulated in the Service Deed; and

(9) deliver the test-run services (if proposed).

3.3.3 During the Service Period, the Contractor shall:

(1) nominate persons to the Board of Directors and continue to act as Member of the Operator;

(2) ensure the performance of the Core Management Team of the Hospital; and

(3) provide the Financial Commitments as stipulated in the Service Deed.

3.3.4 During the Post-Service Period and beyond, the Contractor shall:

(1) reorganise and maintain the Operator (see Clause 3.4.5 below);

(2) manage the Operator and carry out the functions and responsibilities according to the requirements in the Service Deed; and

(3) fulfil the responsibilities as stipulated in the Service Deed after the dissolution of the Operator including handling of all complaints and claims against the dissolved Operator.

3.3.5 Each Applicant shall submit a completed **Proforma 4** on the experience of the Applicant's proposed Management Team in managing the provision of CM services and managing healthcare organisation(s). Please refer to Note 4 of **Appendix 2** when preparing **Proforma 4**.

3.4 Roles and responsibilities of the Operator

3.4.1 The Operator shall comply with the Service Deed and act in the best interests of the Hospital. It shall also ensure that the Hospital can develop in a sustainable manner with continuous improvement, fulfilling its missions, functions and policies set by the Government.

3.4.2 During the Phase I Commissioning Period, the Operator shall:

(1) sign the Service Deed between the Government, the Contractor and the Operator; and

(2) not enter into any contract or incur liability of any sort except the Service Deed.

3.4.3 During the Phase I and/or Phase II Commissioning Period, the Operator shall:

(1) oversee the preparation work by all parties for the commencement of Hospital Services;

(2) appoint the members of the Core Management Team to their respective Hospital positions;

(3) establish the structure and system of the Hospital and, approve policies, plans and conditions related to the operation of the Hospital;

(4) not provide patient services before the Service Commencement Date; and

(5) obtain all necessary licences from appropriate authorities and deliver all the preparation work for the commencement of Hospital Services.

3.4.4 During the Service Period, the Operator shall:

(1) manage the Hospital to fulfil the Hospital Missions and Functions;

(2) constantly review and revise the structure and system to strive for excellence with respect to the Hospital Missions and Functions and performance of the Hospital;

(3) oversee the performance of the Core Management Team and the Hospital; and

(4) adhere to the annual planning and reporting processes.

3.4.5 During the Post-Service Period and beyond, the Operator shall:

(1) not be dissolved;

(2) maintain its registration at the Companies Registry of Hong Kong;

(3) effect and continue to keep in force all necessary insurance to meet potential claims; and

(4) comply with the Service Deed.

4 Site Information

4.1 Information in the Prequalification Document

4.1.1 Please see Clause 18 of Part (II) Information to Applicants.

4.2 The Site location

4.2.1 The Site is located in Tseung Kwan O Area 78 at the western part of the lower platform of Pak Shing Kok. It faces Wan Po Road to its west and abuts Pak Shing Kok Road at its south. To the north there is the Fire Services Training School cum Driving Training School of the Fire Services Department. The location of the Site is shown at **Appendix 3**.

4.2.2 Major features of the Site are summarised in the table below:

Location	Area 78 in Pak Shing Kok, Tseung Kwan O
Gross site area	About 4.33 hectares
Land use zoning	“Government, Institution or Community (8)”
Site level	About 68.0mPD
Height restriction	Maximum building height 106 mPD

4.2.3 Applicants are advised to observe and check with the relevant Government departments and/or other authorities such as the Planning Department, the Lands Department, the Highways Department and public utility companies to understand development plans and/or actions in the vicinity (if any).

4.3 The Hospital is expected to be equipped with the following key facilities:

4.3.1 Inpatient and day facilities

(1) Inpatient wards with a two-hundred and fifty (250) beds

including a HDU with four (4) high dependency beds and associated isolation rooms;

(2) Day wards with ninety (90) beds;

(3) A paediatric ward with forty (40) beds including ten (10) day beds; and

(4) A CTRC with twenty (20) beds.

The above makes a total of four-hundred (400) beds. A modular ward design approach will be adopted with flexibility for converting inpatient wards to day wards or vice versa, accommodating patients of different gender and providing subsidised and add-on market oriented care interchangeably according to operational needs. The CTRC will have a patient monitoring area with inpatient and day beds, drug storage and specimen processing area, clinical trial administration, and other associated patient and staff facilities.

4.3.2 Ambulatory care facilities (Outpatient Facilities)

(1) General outpatient clinic;

(2) Referral outpatient clinic;

(3) Special disease centres;

(4) Private clinic; and

(5) Preventive care and health maintenance centre.

The above-mentioned outpatient area will consist of seventy (70) consultation rooms and forty-five (45) intervention rooms. A modular concept will be adopted for the design of the outpatient area. Each zone will comprise consultation rooms, assessment rooms and treatment rooms for shared use by different healthcare professionals. On each outpatient floor, there will be clusters of intervention rooms for shared use amongst the clinics on the same floor. Intervention rooms will also be of modular design in nature, capable of delivering various forms of CM interventions. Some intervention rooms

will have special ventilation arrangements catering for concomitant moxibustion therapy.

4.3.3 Rehabilitation and other allied health facilities

(1) Integrated rehabilitation centre; and

(2) Satellite rehabilitation room.

A functional-based integrated rehabilitation centre with integrated consultation rooms, assessment areas, therapy areas and workshops is planned for the provision of team-based holistic care including physiotherapy, occupational therapy, speech therapy, optometry, audiology, podiatry, prosthetic and orthotics, medical social services, dietetics, clinical psychology and other rehabilitation services. In addition to the main integrated rehabilitation centre, there will be a satellite rehabilitation room to serve inpatients on each inpatient ward floor. There will also be a multi-purpose activity room next to the satellite rehabilitation room.

4.3.4 Pharmacy facilities

(1) CM pharmacy; and

(2) WM pharmacy.

Night pharmacy rooms offering essential CMs and WM drugs outside operational hours of the CM and WM pharmacies will be provided to cater for the operational needs of the inpatient wards. The major components of the CM pharmacy will be a dispensary area, a decoction area, a CM compounding area, a herb and granule storage area.

4.3.5 Clinical supporting facilities

(1) Radiology including magnetic resonance imaging scan, computed tomography scan, X-ray, fluoroscopy, ultrasound scan and picture archiving and communication system;

(2) Two (2) endoscopy rooms with essential facilities for

upper gastrointestinal, lower gastrointestinal and lower respiratory systems;

(3) Electrophysiology studies covering, amongst other things, selective cardiac, respiratory and neuro-muscular functions;

(4) Core laboratory equipped, amongst other things, with chemistry analysers and haematology analysers and blood supply functions;

(5) Two (2) minor operating theatres with essential facilities for procedures requiring no general anaesthesia;

(6) Central sterile supplies unit with basic facilities; and

(7) Mortuary with body storage facilities.

4.3.6 Education, training and research facilities

(1) Twenty (20) CTRC beds as referred to in Clause 4.3.1(4) above;

(2) Lecture theatres;

(3) Multifunction classrooms;

(4) Tutorial rooms;

(5) Skill and demonstration laboratory;

(6) Student support facilities;

(7) Teaching consultation rooms;

(8) Office for education and research; and

(9) CM library.

4.3.7 Community health and support facilities

(1) Outreach facilities;

(2) Kitchen and cafeteria;

(3) Garden;

(4) Spiritual support;

(5) Family and relatives' accommodation;

(6) Staff accommodation;

(7) Staff changing area;

(8) Call rooms / Overnight rooms / staff barracks;

(9) Information technology and communications;

(10) Purchasing and store;

(11) Linen and laundry;

(12) Housekeeping;

(13) Building amenities;

(14) Facility and plant management;

(15) Security;

(16) Printing and duplicating / mail;

(17) Transportation and portering; and

(18) Car parking.

4.3.8 Administrative facilities for hospital administration, admission of patients and processing of medical records.

4.3.9 The facilities mentioned in Clauses 4.3.1 to 4.3.8 above will be appropriately and logically allocated in the Hospital, which also will have a basement. It is proposed that the Hospital shall have nine (9) storeys. In addition to the car parking facilities for the Hospital, there shall be a public parking lot which shall be managed by the Government. The proposed distribution of the Net Operational Floor Area is at **Appendix 4**.

4.4 Other information

4.4.1 Environment

In the planning and design processes, due consideration will be

given to the environmental performance of the Hospital, including the application of sustainable and energy-saving building services installation and the use of environmentally friendly building materials.

4.4.2 Timeline

Subject to the funding approval from the Legislative Council, it is expected that the Hospital will be constructed from 2021 to around end of 2024, subject to the actual construction progress on the Site.

5 Missions and Functions of the Hospital

5.1 The objects of the Operator are set out in Article 6 of Articles of Association of the Operator at **Appendix 1**.

5.2 Missions and functions

5.2.1 The Hospital will serve as the flagship CM institution leading the development of CM and CMs in Hong Kong.

5.2.2 The Hospital will be a change driver, promoting service development, education and training, innovation and research.

5.2.3 The Hospital will execute and implement the Government's policies on CM.

5.2.4 On the provision of healthcare services, the Hospital will be an integral part of the healthcare system of Hong Kong. The Hospital will seek to offer quality CM services meeting Hong Kong's healthcare needs with patient experience and safety being the top priorities:

(1) Hospital Services will cover primary, secondary and tertiary care with a view to promoting the development of specialised CM services;

(2) The Hospital will provide pure CM services and services with CM playing the predominant role including ICWM services;

(3) On the scope of service provision, the Hospital will have inpatient, day-patient, outpatient and community services;

(4) The Hospital will develop a comprehensive range of specialised CM services and identify specific priority disease areas where CM has specific advantages for strategic development;

(5) The Hospital Services may cover episodic and chronic diseases, complex diseases, convalescence, rehabilitation and palliative care. However, the Hospital will not have accident and emergency services, general anaesthetic surgical services, intensive care services and child delivery services; and

(6) The Hospital will provide government subsidised hospital service to local residents of Hong Kong and offer add-on market oriented services.

5.2.5 On education and training, the Hospital will function as a platform for promoting basic and advanced training in CM:

(1) The Hospital will organise on its own and/or in collaboration with academia, CMCTRs and other related institutions, specific healthcare training and provide education opportunities to related CM and WM professionals in Hong Kong;

(2) The Hospital will collaborate with and support the Universities to provide clinical placement for their undergraduate and postgraduate students; and

(3) The Hospital will also provide continuous training to the Hospital staff in ensuring that all staff members are competent, updated with knowledge and skill for delivery of quality and safe patient services and able to conduct effective training, organise high standard research, and develop and manage effective and efficient hospital systems.

5.2.6 On research, the Hospital will promote the research and development of CM and CMs in Hong Kong. The Hospital will collaborate with local and overseas universities and educational bodies to promote evidence-based clinical research for CM and ICWM, develop research in CM theories, research in clinical use of CMs including proprietary CMs, and provide research training to CM and WM professionals.

5.2.7 On collaboration, the Hospital will be an integral part of the healthcare system of Hong Kong and establish partnership and collaboration with relevant parties in healthcare and non-healthcare sectors. The Hospital will establish linkage, exchange and partnership with counterparts in both the Mainland and regions outside Hong Kong for the promotion of CM and CMs development. The Hospital together with the CMCTRs will build a platform to facilitate service development, patient flow, knowledge flow, talent flow, partnership and collaboration in service, training, education and research.

5.2.8 On creating health values, the Hospital will, through evidence-based research, develop new clinical uses, widen clinical applications and extend clinical outcomes of CM and CMs. The Hospital will promote the health values of CM to the public in better understanding of CM, adopting CM approaches in daily living and using CM services in achieving health.

5.2.9 The Hospital will strive for excellence through building a sustainable structure and system capable of being self-aware, responsive and self-corrective, continuous learning and improvement. The Hospital will develop a platform that will be conducive to attracting, retaining and developing talent. The Hospital should create and maintain an elite workforce.

5.2.10 The Hospital will be an intelligent hospital supported with smart physical and workflow designs and adopt modern technologies for effective, safe, user-friendly, environment-friendly and efficient care delivery. Information technologies, mature technology systems and automated systems will be widely used for patient services.

5.2.11 The Hospital will seek to promote local and world recognition of CM services. In promoting CM, the Hospital will ride on the strengths of the Hong Kong healthcare system including the acclaimed innovation and research capability, professional standards and structured training of healthcare professionals, and strong connection and collaboration with internationally renowned institutes.

5.2.12 The Hospital will seek to become a reference model for many other regimes where doctors trained in WM would want to collaborate with CM trained practitioners in a hospital setting.

5.3 With reference to Clauses 5.2.1 to 5.2.8 above, each Applicant is invited to submit a completed **Proposal PII-14** to propose a Missions and Functions Business Plan. This proposal shall not be scored in this Prequalification Exercise.

5.4 With reference to Clause 5.2.10 above, each Applicant is invited to submit a completed **Proposal PII-14** to propose an Intelligent Hospital Plan. This proposal shall not be scored in this Prequalification Exercise.

6 Terms of the Service Deed

6.1 The Service Deed shall:

6.1.1 commence on the date when the Government, the Contractor and the Operator execute the Service Deed or any other later day as described in the Service Deed.

6.1.2 subject to early termination as provided in Clause 17.4.9 below, end on expiry of the Post-Service Period.

6.2 The tentative timeline in relation to the Service Deed is as follows:

	From	To
Phase I Commissioning Period	Late 2020	June 2023*
Phase II Commissioning Period	June 2023	December 2024**
Service Period	December 2024	December 2034
(a) If the Government <u>does not extend</u> the Hospital Services beyond the Service Period		
Post-Service Period	December 2034	December 2040
(b) If the Government <u>extends</u> the Hospital Services beyond the Service Period for five (5) years		
Service Extension Period	December 2034	December 2039
Post-Service Period	December 2039	December 2045

* All the members of the Core Management Team shall take up their posts within the period of 18-24 months before the Service Commencement Date.

** It is expected that the Government will handover the management of the Premises to the Operator around the end of 2024.

The Phase I Commissioning Period

6.3 The Phase I Commissioning Period shall:

6.3.1 commence on the date of the Letter of Conditional Acceptance.

6.3.2 end on the day on which all members of the Core Management Team have been appointed or on such other date as specified by the Government.

The Phase II Commissioning Period

6.4 The Phase II Commissioning Period shall:

6.4.1 commence on the day after all members of the Core

Management Team have been appointed or such other day as specified by the Government.

6.4.2 end on the day before the Service Commencement Date.

Service Period

6.5 The Service Period shall:

6.5.1 commence on the Service Commencement Date.

6.5.2 end on the Service End Date.

Service Extension Period

6.6 The Government may extend the Hospital Services beyond the Service Period for a maximum of five (5) years in aggregate on the same terms and conditions, by giving the Contractor written notice to that effect (which notice shall specify the end date of such extension) not less than twenty-four (24) months prior to the Service End Date.

6.7 If the Government exercises its right pursuant to Clause 6.6 above, the Service Extension Period shall:

6.7.1 commence on the day after the Service End Date.

6.7.2 end on the Extended Service End Date.

Post-Service Period

6.8 The Post-Service Period shall:

6.8.1 commence on the day after the Service End Date or the Extended Service End Date (whichever is later).

6.8.2 end on the expiry of six (6) years thereafter.

Sub-contracting

6.9 The Operator may provide the Hospital Services through in-house employment or, in accordance with Clause 6.10 below, through sub-contracting.

6.10 The Operator may sub-contract the Hospital Services only if the proposal

for such sub-contracting has been either:

6.10.1 submitted by the Prequalified Tenderer during the Tender stage, accepted by the Government and incorporated into the Service Deed; or

6.10.2 approved by the Board of Directors or the Government, as appropriate after the award of the Service Deed.

7 Formation of the Operator

7.1 Formation of the Operator

7.1.1 The Contractor shall incorporate a company limited by guarantee as the Operator within nine (9) months from the issuance of the Letter of Conditional Acceptance.

7.2 Articles of Association

7.2.1 The Articles of Association shall be substantially in the form set out in **Appendix 1**. At the Tender stage, the Government may make minor changes to fine-tune the Articles of Association. Applicants may make suggestions specific to the nature of its organisation or institution or for minor changes to the Articles of Association when submitting their Applications. Only under exceptional circumstances may the Government consider such suggestions and acceptance of such suggestions or changes will be at the absolute discretion of the Government.

7.2.2 Applicants shall note, in particular, the following Articles:

(1) Article 5 (Liability of Member(s)): The amount to be contributed by the Corporate Member will be determined at the Tender stage;

(2) Article 9 (Non-profit making);

(3) Article 12 (Composition of the Board of Directors);

(4) Article 27(2) (Appointment of the Chairperson by the Board of Directors); and

(5) Article 38(2) (Chairperson once appointed shall be deemed to be a Member).

7.3 Committees under the Board of Directors

7.3.1 Applicants shall note, in particular, the following Articles in relation to the Committees under the Board of Directors:

(1) Article 16(1) (Delegation of powers by the Board of Directors to any person or Committee);

(2) Article 16(3) (Powers that cannot be delegated by the Board of Directors);

(3) Articles 17(2) and (5) (Composition of Committees); and

(4) Articles 17(6) and (7) (Rules providing for the conduct of business of the Committees).

7.3.2 A sample structure of Committees under the Board of Directors is at **Appendix 5** for reference.

7.3.3 The roles of the Committees under the Board of Directors are to:

(1) advise the Board of Directors on the development and execution of directional policies;

(2) provide advice to the Board of Directors on the development of the Hospital; and

(3) report regularly to the Board of Directors.

7.3.4 The following Committees ("**Standing Committee**s") shall be in place at all times during the Service Period and the Service Extension Period (as applicable) and shall at least include the following representatives:

(1) Medical Advisory Committee: Membership shall comply with the Private Healthcare Facilities Ordinance (Cap. 633). There shall be at least one (1) member from the Chinese University of Hong Kong, one (1) member from the Hong Kong Baptist University and one (1) member from the University of Hong Kong;

(2) Clinical Governance Committee: There shall be at least one (1) member from the Chinese University of Hong Kong, one (1) member from the Hong Kong Baptist University, one (1) member from the University of Hong Kong, one (1) member shall be a CMP, one (1) member from the field of CMs and one (1) member from the field of WM;

(3) Education and Research Committee: There shall be at least (1) one member from the Chinese University of Hong Kong, one (1) member from the Hong Kong Baptist University, one (1) member from the University of Hong Kong, one (1) member shall be a CMP, one (1) member from the field of CMs and one (1) member from the field of WM;

(4) Audit and Risk Committee: There shall be at least one (1) member from the field of CMs, one (1) member shall be a CMP, one (1) member from the field of WM, one (1) member from the financial sector and one (1) member from the legal sector; and

(5) Finance Committee: There shall be at least three (3) members from the financial sector, one (1) member shall be a CMP and one (1) member from the field of WM.

7.3.5 The functions of each of the Standing Committees are described in **Appendix 5** for reference.

7.3.6 Meeting of the Committees shall be held at least quarterly.

7.3.7 For accepted proposal(s) at the Tender stage, upon issuance of Letter of Conditional Acceptance, the Contractor shall put forward the accepted proposal(s) of Committees to the Board of Directors within six (6) months after the incorporation of the Operator.

7.3.8 The Operator must obtain approval from the Government for any changes or amendments to the Standing Committees and other Committees proposed by the Operator and accepted by the

Government. The Standing Committees shall not be disbanded before the Service End Date or the Extended Service End Date (as applicable).

7.3.9 At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on the organisation structure of the Committees**.** Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed.

7.3.10 Each Applicant shall submit a completed **Proposal PIII-8a** to propose an organisation structure for Committees under the Board of Directors. Please refer to Clauses 7.3.2 to 7.3.5 above, Note 1 of **Appendix 2** and **Appendix 5** when preparing **Proposal PIII-8a**.

8 Hospital Structure and System

8.1 Introduction

8.1.1 The Operator shall implement and maintain a sustainable structure and system for the Hospital through which the Hospital shall achieve the Hospital Missions and Functions set out under Section 5 (Missions and Functions of the Hospital). The Hospital Structure and System shall fulfil all Hospital functions and required structures, including but not limited to:

(1) all the specified structures and Hospital functions of Clauses 9.2, 10.2, 11.2, 12.2, 13.2, 14.6.2 and 15.2.1 below; and

(2) all stipulated Specified Requirements on Selective Areas of Clause 8.2 below indicated in this Clause.

8.1.2 The Hospital Structure and System shall implement a suitable platform to develop, implement and monitor all Hospital functions. The Board of Directors shall constantly review and revise the Hospital Structure and System when necessary.

8.1.3 For proposal(s) on organisation structure in respect of the Executive Committee Structure and the Hospital Administrative Structure accepted at the Tender stage, the Contractor shall, upon issuance of the Letter of Conditional Acceptance, put forward the accepted proposal(s) to the Board of Directors within twelve (12) months after the incorporation of the Operator.

8.1.4 The Operator must obtain approval from the Government for any changes or amendments to the Hospital Structure and System proposed by the Operator and accepted by the Government. After the first three (3) years of the Service Period, except for any change or amendment to the Standing Executive Committees which must be approved by the Government, the Board of Directors may revise the Hospital Structure and System as appropriate. During the Service Period or the Service Extension Period (as applicable), the Standing Executive Committees shall not be disbanded and the Operator shall continue to comply with the Specified Requirements on Selective Areas.

8.2 Specified Requirements on Selective Areas

8.2.1 Attention is drawn to the provisions on governance structure in Section 7 (Formation of the Operator) and Clause 8.1.1 above. The Operator shall set up the following structures and systems that are integral parts of the Hospital Structure and System:

(1) Hospital Administrative Structure (see Clause 8.3 below);

(2) Executive Committee Structure (see Clause 8.4 below);

(3) CM and WM divisions (see Clause 8.5 below);

(4) Cross-stream committee platform (see Clause 8.6 below);

(5) Clinical accountability system (see Clause 8.7 below);

(6) Clinical review platform (see Clause 8.8 below);

(7) Clinical care setup, guidance and audit (see Clause 8.9 below);

(8) Clinical risk management (see Clause 8.10 below);

(9) Policy and manual (see Clause 8.11 below); and

(10) Risk management, quality system and compliance (see Clause 8.12 below).

8.3 Hospital Administrative Structure

8.3.1 The Operator shall establish a Hospital Administrative Structure which comprises the Core Management Team (see Clause 13.3.1 below), the Hospital's divisions, departments, units and Hospital committees.

8.4 Executive Committee Structure

8.4.1 The Operator shall establish an Executive Committee Structure which includes executive committees and Hospital committees.

8.4.2 The executive committees shall include Standing Executive Committees (see Clause 8.4.4 below). Applicants can propose other executive committees established under the HCE. Their functions are to assist the HCE in supporting the Board of Directors and relevant Committees in developing and implementing directional policies.

8.4.3 The HCE shall regularly report to the Board of Directors and Committees on the discussion and recommendations of the executive committees as appropriate. The Chairman and the members of the executive committees shall be appointed by the HCE.

8.4.4 The Operator shall establish the following Standing Executive Committees. The functions of individual Standing Executive Committees are described in **Appendix 5** for reference:

(1) Clinical Services Management Committee;

(2) Hospital Operation Committee;

(3) Education, Research and Ethics Committee; and

(4) Quality and Safety Committee.

8.5 CM and WM divisions

8.5.1 The Operator shall establish a CM division and a WM division with the following features:

(1) The CM division shall be led by the Deputy HCE (CM) and the WM division shall be led by the Deputy HCE (WM);

(2) Under each division, clinical departments shall be established;

(3) Each clinical department shall be headed by a chief, who shall oversee the department staff, department operation and development;

(4) Each clinical department of the CM division shall be led by a CMP as the chief of such clinical department, and each clinical department of the WM division shall be led by a WM doctor as the chief of such clinical department;

(5) The CM and WM divisions shall collaborate through consultation and mutual support;

(6) Integrated teams with CM and WM staff can be explored for development of ICWM programmes; and

(7) More details on CM and WM specialties of the Hospital are set out in the Section 9 (Clinical Services).

8.6 Cross-stream committee platform

8.6.1 As services in the Hospital shall be organised, delivered and supported by different departments, professions and disciplines, the Operator shall establish a cross-stream committee platform based on the types of clinical services:

(1) Members in the cross-stream committees shall be multi-department and multi-disciplinary as appropriate;

(2) The cross-stream committees shall serve as platforms to facilitate co-ordination and discussion across the streams; and

(3) The cross-stream committees shall formulate proposals for service development, workforce planning, training and research development, technology introduction, review service provision, clinical protocols, guidelines, quality assurance, professional standards and initiate improvements and clinical system enhancement.

8.7 Clinical accountability system

8.7.1 The Operator shall establish a clinical accountability system to ensure clinical accountability and patient safety:

(1) Individual level

(a) There shall be an attending clinician (CMP or WM doctor) at every stage during the entire clinical care process of each patient;

(b) Depending on the condition of the patient, the attending clinician may be changed basing on clear referral, acceptance and handover procedures; and

(c) Each attending clinician shall be capable of eliciting cross team/department/division support based on patients' needs and safety.

(2) Team level

(a) The whole clinical team within the department/unit shall be accountable for providing appropriate care to each patient assigned to such department/unit. The individual department/unit shall supervise and support the CMP/WM doctor in charge of a patient.

8.8 Clinical review platform

8.8.1 The Operator shall establish a clinical review platform to ensure that quality, effective and safe clinical patient services is a continual learning and improvement process. The clinical review platform shall be in place for multi-party peer reviews, analysis, learning and initiation of improvement. Components of such platform shall include case conferences, grand rounds,

morbidity and mortality meetings.

8.9 Clinical care setup, guidance and audit

8.9.1 To ensure quality, effective and safe clinical patient services, the Operator shall establish a system to ensure high standard care processes are maintained at all times. Components of such shall include but not be limited to the following:

(1) Onsite clinical support

(a) There must be a suitable number of on-duty CMP(s) and WM doctor(s) at the Hospital at all times to deal with clinical needs and emergent situations including resuscitation, patient escort and transfer.

(2) Clinical pathways/guidelines

(a) The Operator shall establish a system to develop clinical pathways with multi-platform collaboration for diseases/clinical conditions with high risk. The Operator shall also establish a guided approach in clinical decision-making for developing clinical pathways of complex nature.

(3) Operation guidelines

(a) The Operator shall establish a system to develop operation guidelines for high-risk, complex, coordination demanding incidents/situations to assist healthcare workers to achieve a desirable outcome.

(4) Clinical audit

(a) The Operator shall establish a system to review the performance of selected themes in clinical care to ensure care is delivered up to standard and identify areas of improvement; and

(b) The Operator shall establish a system to regularly conduct clinical audits.

(5) Clinical guidance

The Operator shall formulate guidelines as to the following issues:

(a) Evidence-based practice;

(b) Informed patient consent;

(c) Resuscitation;

(d) “Do-Not-Attempt Cardiopulmonary Resuscitation”;

(e) Advance directives;

(f) Management of deteriorating and critically ill patients; and

(g) Infection control.

8.10 Clinical risk management

8.10.1 The Operator shall establish a system to anticipate, prevent, detect, respond, report and mitigate clinical risks and improve care standards. Components of the system shall include but not be limited to the following:

(1) High-risk patient groups, procedures and therapies shall be reviewed and provided with guidance and control;

(2) For new therapeutics, procedures and technologies, pre-introduction evaluation and assessment must be in place to ensure effectiveness and safety;

(3) Clinical incident reporting and management system shall have at least the following functions:

(a) Incident reporting guideline and system;

(b) Incident investigation and root cause analysis;

(c) Prevention of future incidents and improvement actions to current services;

(d) Open disclosure to patient and family; and

(e) Notification to authority and public disclosure.

(4) Herb-drug interaction management system:

(a) The Hospital shall set up herb-drug interaction database, alert and reporting system.

8.11 Policy and manual

8.11.1 The Operator shall formulate policies on the Hospital Missions and Functions as stated in Section 5 (Missions and Functions of the Hospital) to provide direction, lead development and facilitate decision-making. The Operator shall formulate explicit written policies on provision of health services, education and training, research, collaboration and creation of health values as mentioned in Clause 5.2 above.

8.11.2 The Hospital shall have operational policies (including manuals) on the following:

(1) HR management;

(2) Financial management; and

(3) Procurement.

8.12 Risk management, quality system and compliance

8.12.1 The Operator shall establish a system to anticipate and mitigate risk, ensure delivery of effective and efficient services. Components shall include but not be limited to the following:

(1) Patient complaint management system;

(2) Patient feedback collection and analysis system;

(3) Key performance indicator reporting and monitoring;

(4) Hospital accreditation and obtaining certified standards;

(5) Organisation risk register system;

(6) Contingency response system which shall include response to the following events and regular drills dealing

with such:

(a) Service interruption;

(b) Infrastructure malfunction;

(c) Infectious disease outbreak; and

(d) Emergency medical responses to persons within and outside the Hospital.

(7) Internal audit;

(8) Legal compliance reviewing and checking system; and

(9) Service Deed compliance reviewing and checking system.

8.13 At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on the Executive Committees Structure and the Hospital Administrative Structure**.** Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed.

8.14 Each Applicant shall submit a completed **Proposal PIII-8a** to propose Executive Committees Structure under the HCE and Hospital Administrative Structure under the HCE. Please refer to Clauses 8.3 and 8.4 above and Note 1 of **Appendix 2** when preparing **Proposal PIII-8a**.

9 Clinical Services

9.1 Objectives and obligations

9.1.1 The Operator must provide clinical services in line with the Hospital Missions and Functions as stated in Section 5 (Missions and Functions of the Hospital).

9.2 Governance structure

9.2.1 Attention is drawn to the provisions on governance structure in Section 7 (Formation of the Operator) and Section 8 (Hospital Structure and System). The Operator shall set up a clinical

services system which shall form an integral part of the Hospital Structure and System as stated in Section 8 (Hospital Structure and System).

9.3 Types of CM services

9.3.1 The Operator through the Hospital shall provide a comprehensive range of CM services based on the theory of traditional CM supported by CM treatment methods. For services with CM playing the predominant role, CM will be the dominant component of medical care, supported by WM at different stages of care where indicated. ICWM services shall be provided as regards specific patient types or diseases where CM and WM would be integrated into the care protocols based on the strengths of both treatment types to achieve the desired patient outcome. Pure WM services without CM elements shall not be provided in the Hospital under normal circumstances.

9.3.2 The CM services to be provided in the Hospital shall include the following common modalities: herbal prescription (中藥), acupuncture (針灸), moxibustion (艾灸), tui-na (推拿), cupping (拔罐) and bone-setting (骨傷). The Operator shall obtain approval from the Board of Directors for any changes to the modalities to be provided in the Hospital.

9.4 Specialised CM services (分科)

9.4.1 The specialised CM services to be provided at the Hospital and their scopes are as follows:[1]

(1) 內科 – 內科所屬病症會按其病因病機及證治規律，以中藥為主要治療方法;

(2) 外科 – 外科範圍廣泛，凡是疾病生於人的體表，能夠用肉眼可以直接診察到的，凡有局部症狀可憑的，包括瘡瘍、

[1] References:
中醫內科學/周仲英主編。北京：中國中醫藥出版社 ISBN 7 – 80156 – 313 – 1
中意外科學/顧伯康主編。上海科學技術出版社 ISBN 7 – 5323 – 0490 – 6
中醫婦科學/張玉珍主編。北京：中國中醫藥出版社 ISBN 7 – 80156 – 321 – 2
中醫兒科學/汪受傳主編。北京：中國中醫藥出版社 ISBN 978 – 7 80156 – 315 – 6
中醫傷科學/岑澤波主編。上海科學技術出版社 ISBN 978 – 7 – 5323 – 0313 – 7
針灸學/石學敏主編。北京；中國中醫藥出版社 ISBN 978 – 7 – 80156 – 314 – 9

皮膚病、瘰癧、乳病、癭瘤、岩、眼、耳、鼻、咽喉口腔、肛門病、和外科其他雜病，皆屬外科的治療範圍;

(3) 婦科 – 婦科服務內容為防治婦女特有疾病，包括月經、帶下、計劃生育、產前產後及婦人雜病;

(4) 兒科 – 兒科服務對象包括嬰兒、小童及青少年;

(5) 骨傷科 – 骨傷科主要處理外傷(即骨折、脫位及筋傷)與內傷(即臟腑損傷及損傷所引起的氣血、臟腑、經絡功能紊亂而出現的各種損傷內證)。治療上會採用手法、針灸、中藥等方法; and

(6) 針灸科 – 針灸科服務中，相關疾病的治療方法主要採用針灸，再按需要輔以中藥及其他中醫治療手段。

The scopes of the specialised CM services listed out above are for reference only. The Operator shall adjust the scopes in light of the prevailing understanding and standard of the CM profession and industry.

9.4.2 The Operator shall, from the Service Commencement Date, provide the following specialised CM services:

(1) 內科;

(2) 骨傷科; and

(3) 針灸科

9.4.3 The Operator shall, before the end of the sixtieth (60^{th}) month immediately after the Service Commencement Date, provide the following specialised CM services:

(1) 外科;

(2) 婦科; and

(3) 兒科

9.4.4 All six (6) specialised CM services mentioned in Clauses 9.4.2 and 9.4.3 above are fundamental services which shall not be discontinued within the Service Period and the Service Extension Period (as applicable).

9.4.5 At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on the development of specialised CM services in the initial five (5) years of the Service Period. Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed.

9.4.6 During the Service Period and the Service Extension Period (as applicable), the Operator may provide additional specialised CM service(s) upon approval from the Board of the Directors.

9.4.7 Each Applicant shall submit a completed **Proposal PIII-9a** to propose a plan to develop specialised CM services in the initial five (5) years of the Service Period. Please also refer to Clauses 9.4.1 to 9.4.6 above and Note 2 of the **Appendix 2** when preparing **Proposal PIII-9a**.

9.5 Special disease programmes (專病)

9.5.1 The Operator shall provide CM services in respect of special diseases for strategic development, which shall be selected in light of the medical needs of the Hong Kong population, the advantages and strengths of CM and the availability of local talents and collaborative support.

9.5.2 The Operator shall, from the Service Commencement Date, provide CM services in respect of the following special diseases:

(1) Stroke rehabilitation (中風後復康);

(2) Cancer rehabilitation / palliative (腫瘤復康/紓緩);

(3) Long-standing pain (長期痛症); and

(4) Preventive care and health maintenance (治未病)

9.5.3 The Operator shall provide other special disease programmes during the Service Period and the Service Extension Period (as applicable). The following are recommended priority disease areas for consideration:

(1) Infertility, prenatal and postnatal care (不孕及產前產後治理);

(2) Elderly degenerative diseases (老年退化性疾病);

(3) Mental illness (情志病);

(4) Chronic skin diseases (皮膚頑病);

(5) Chronic joint diseases (關節頑病); and

(6) Seasonal flu (季節性流感)

9.5.4 At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on development of special disease programmes in the initial three (3) years of the Service Period. Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed.

9.5.5 During the Service Period and the Service Extension Period (as applicable), the Operator may propose to provide, with approval of the Board of Directors, additional special disease programmes within the first thirty-six (36) months immediately after the Service Commencement Date. From the thirty-seventh (37th) month immediately after the Service Commencement Date, the Operator may also add or remove any special disease programme with the approval of the Board of Directors.

9.5.6 Each Applicant shall submit a completed **Proposal PIII-9b** to propose a plan to develop special disease programmes in the initial three (3) years of the Service Period. Please also refer to Clauses 9.5.1 to 9.5.3 above and Note 2 of **Appendix 2** when preparing **Proposal PIII-9b**.

9.6 Inpatient, day-patient, outpatient and community outreach services

9.6.1 The Operator shall provide inpatient, day-patient, outpatient and community outreach services in respect of CM services according to the following:

(1) Certain inpatient, day-patient, outpatient (GOPS and ROPS) and, at the Government's option, community outreach patient services will be subsidised by the Government (please see Section 14 (Financial

Arrangement and Financial Management) for details);

(2) The Operator shall also develop and provide add-on market oriented inpatient, day-patient, outpatient and community outreach services; and

(3) Only Eligible Persons are entitled to subsidised services. Inpatient and day-patient services for Eligible Persons shall not be less than seventy-five percent (75%) of the total of subsidised and add-on market oriented inpatient and day-patient services provided by the Operator. Outpatient services for Eligible Persons shall not be less than seventy-five percent (75%) of the total of subsidised and add-on market oriented outpatient services provided by the Operator.

9.6.2 Inpatient and day-patient services

(1) At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on phased provision of inpatient and day-patient services in the initial five (5) years of the Service Period. Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed.

(2) From the third 12-month period immediately after the Service Commencement Date, if the Operator wishes to reduce the number of beds committed for that period, the Operator, with the Board of Director's endorsement, shall seek the Government's approval for reducing the number of beds committed for that period.

(3) In any 12-month period during the Service Period and the Service Extension Period (as applicable), if the Operator wishes to provide additional subsidised day-patient beds or inpatient beds than the committed number of subsidised day-patient beds or inpatient beds for that particular period in order to meet the increased demand for subsidised day-patient beds or inpatient beds, the Operator, with the Board of Director's endorsement, shall

seek the Government's approval for providing additional subsidised beds.

(4) In any 12-month period during the Service Period and the Service Extension Period (as applicable), if the Operator wishes to provide additional add-on market oriented beds than the committed number of add-on market oriented beds for that particular period, the Operator may provide additional add-on market oriented beds with the Board of Director's approval. However, the total number of subsidised beds for day-patient beds and inpatient beds of each 12-month period shall not be less than fifty percent (50%) of the total number of subsidised and add-on market oriented day-patient and inpatient beds provided in that particular period.

(5) No inpatient or day-patient beds for 兒科 shall be planned in the first thirty-six (36) months immediately after the Service Commencement Date. Beds for 兒科 shall be provided either in the fourth or fifth 12-month period immediately after the Service Commencement Date.

(6) The Operator shall provide one (1) high dependency bed for every sixty-nine (69) inpatient beds (excluding CTRC beds and high dependency beds, rounding up to the nearest whole number) in the Hospital. The Operator shall operate at least one (1) high dependency bed upon provision of any inpatient bed (excluding high dependency beds). The Operator's obligation to provide high dependency beds shall be assessed in terms of capacity readiness by reference to physical setup, manpower availability and availability on demand.

(7) The Operator shall provide twenty (20) CTRC beds by the end of the sixtieth (60^{th}) month immediately after the Service Commencement Date. The Operator's obligation to provide CTRC beds shall be assessed in terms of capacity readiness by reference to physical setup, manpower availability and availability on demand.

(8) Subject to Clause 9.6.2, the Operator shall provide inpatient beds (excluding high dependency beds and CTRC beds) from the second 12-month period after the Service Commencement Date as committed in **Proposal PIII-9c**.

The Operator's obligation to provide inpatient beds shall be assessed in terms of capacity readiness by reference to physical setup, manpower availability and availability on demand and the following formula which calculates the number of inpatient beds provided based on inpatient bed-days achieved.

$$\text{Number of inpatient beds provided in every 12-month period after the Service Commencement Date} = \frac{\text{Inpatient Bed-Days* achieved in every 12-month period after the Service Commencement Date}}{\text{Total number of calendar days in every 12-month period after the Service Commencement Date} \times \text{85\% (occupancy rate)}}$$

*"**Inpatient Bed-day**" means for each inpatient bed and high dependency bed at the Hospital, a day on which that bed was occupied at midnight by an inpatient

(9) Subject to Clause 9.6.2, the Operator shall provide day-patient beds for every 12-month period after the Service Commencement Date as committed in **Proposal PIII-9c**. The Operator's obligation to provide day-patient beds shall be assessed in terms of capacity readiness by reference to physical setup, manpower availability and availability on demand and the following formula which calculates the number of day-patient beds provided based on day-patient bed-days achieved.

$$\text{Number of day-patient beds provided in every 12-month period after the Service Commencement Date} = \frac{\text{Day-patient Bed-Days}^{**} \text{ achieved in every 12-month period after the Service Commencement Date}}{\text{Total number of working days in every 12-month period after the Service Commencement Date} \times 95\% \text{ (occupancy rate)}}$$

"Day-patient Bed-day**" means for each day-patient bed at the Hospital, occupation of a bed for two sessions by a day-patient or day-patients. One session of Day-patient Bed-day means either the morning session or the afternoon session.

(10) The number of beds provided between the first day of the sixty-first (61st) month immediately after the Service Commencement Date and the Service End Date or the Extended Service End Date (whichever is later) shall be no fewer than the number of beds committed or agreed to be provided during the fifth 12-month period immediately after the Service Commencement Date; and

(11) Each Applicant shall submit a completed **Proposal PIII-9c** to propose a plan on phased bed provision in the initial five (5) years of the Service Period. Please refer to Clauses 9.6.1 and 9.6.2 above, the below table and Note 2 of the **Appendix 2** when preparing the **Proposal PIII-9c**:

Column 1	Column 2	Column 3
Period during which all of the proposed beds are to be provided	**Number of beds (excluding high dependency beds and CTRC beds)**	**Requirements**
First 12-month period immediately after the Service Commencement Date	25 - 45	(I) Only day-patient beds shall be provided. **No inpatient beds will be provided**; and (II) Applicants shall propose: (1) the number of day-patient beds to be provided which shall be within the range mentioned in Column 2 of this table; and (2) the number of subsidised and add-on market oriented day-patient beds to be provided, where the percentage of subsidised day-patient beds shall be 50-65% of total number of day-patient beds proposed;
Second 12-month period immediately after the Service Commencement Date	100 - 300	(III) A mix of day-patient beds and inpatient beds shall be provided; (IV) Applicants shall propose the total number of beds (including day-patient and inpatient beds), which shall be within the range mentioned in Column 2 of this table; (V) Subject to (VI), Applicants shall propose the number of day-patient and inpatient beds to be provided. The

Column 1	Column 2	Column 3
Period during which all of the proposed beds are to be provided	**Number of beds (excluding high dependency beds and CTRC beds)**	**Requirements**
		sum of the number of day-patient beds and inpatient beds shall be the same as the number of beds proposed under (IV); (VI) The number of day-patient beds shall be no less than 25 day-patient beds or 14% of the total inpatient and day-patient beds provided, whichever is higher; and shall be no more than 45 day-patient beds or 40% of the total inpatient and day-patient beds provided, whichever is higher; and (VII) 50%-65% of the total number of day-patient beds proposed shall be subsidised beds and 50%-65% of the total number of inpatient beds proposed shall be subsidised beds. Applicants shall propose the number of subsidised and add-on market oriented beds for day-patient and inpatient beds.
Third 12-month period immediately after the Service	200 - 300	(VIII) A mix of day-patient beds and inpatient beds shall be provided.

Column 1	Column 2	Column 3
Period during which all of the proposed beds are to be provided	**Number of beds (excluding high dependency beds and CTRC beds)**	**Requirements**
Commencement Date		(IX) Applicants shall propose the total number of beds (including day-patient and inpatient beds), which shall be within the range mentioned in Column 2 of this table; (X) Subject to (XI), Applicants shall propose the number of day-patient and inpatient beds to be provided. The sum of the number of day-patient beds and inpatient beds shall be the same as the number of beds proposed under (IX); (XI) The number of day-patient beds shall be no less than 14% of the total inpatient and day-patient beds provided and no more than 40% of the total inpatient and day-patient beds provided; and (XII) 50%-65% of the total number of day-patient beds proposed shall be subsidised beds and 50%-65% of the total number of inpatient beds proposed shall be subsidised beds. Applicants shall propose the

Column 1	Column 2	Column 3
Period during which all of the proposed beds are to be provided	**Number of beds (excluding high dependency beds and CTRC beds)**	**Requirements**
		number of subsidised and add-on market oriented beds for day-patient and inpatient beds.
Fourth 12-month period immediately after the Service Commencement Date	200 - 376	(XIII) A mix of day-patient beds and inpatient beds shall be provided; (XIV) Applicants shall propose the total number of beds (including day-patient and inpatient beds), which shall be within the range mentioned in Column 2 of this table; (XV) Subject to (XVI), Applicants shall propose the number of day-patient and inpatient beds to be provided. The sum of the number of day-patient beds and inpatient beds shall be the same as the number of beds proposed under (XIV); (XVI) The number of day-patient beds shall be no less than 14% of the total inpatient and day-patient beds provided and no more than 40% of total inpatient and day-patient beds provided. Applicants shall propose the

Column 1	Column 2	Column 3
Period during which all of the proposed beds are to be provided	**Number of beds (excluding high dependency beds and CTRC beds)**	**Requirements**
		number of day-patient and inpatient beds; and (XVII) 50%-65% of the total number of day-patient beds proposed shall be subsidised beds and 50%-65% of the total number of inpatient beds proposed shall be subsidised beds. Applicants shall propose the number of subsidised and add-on market oriented beds for day-patient and inpatient beds.
Fifth 12-month period immediately after the Service Commencement Date and each subsequent 12-month period within the Service Period and Service Extension Period (as applicable)	200 - 376	(XVIII) A mix of day-patient beds and inpatient beds shall be provided; (XIX) Applicants shall propose the total number of beds (including day-patient and inpatient beds), which shall be within the range mentioned in Column 2 of this table; (XX) Subject to (XXI), Applicants shall propose the number of day-patient and inpatient beds to be provided. The sum of the number of day-patient beds and inpatient beds shall be the same as

Column 1	Column 2	Column 3
Period during which all of the proposed beds are to be provided	**Number of beds (excluding high dependency beds and CTRC beds)**	**Requirements**
		the number of beds proposed under (XIV); (XXI) The number of day-patient beds shall be no less than 14% of the total inpatient and day-patient beds provided and no more than 40% of total inpatient and day-patient beds provided. Applicants shall propose the number of day-patient beds and inpatient beds to be provided; and (XXII) 50%-65% of the total number of day-patient beds proposed shall be subsidised beds and 50%-65% of the total number of inpatient beds proposed shall be subsidised beds. Applicants shall propose the number of subsidised and add-on market oriented beds for day-patient and inpatient beds.

9.6.3 Outpatient services

(1) The outpatient service shall consist of the following:

(a) GOPS: It accepts patient self-referral cases. It is a subsidised service;

(b) ROPS: It accepts referrals from GOPS of the Hospital, CMCTRs, partnering organisations, CMPs, WM doctors and professional healthcare providers. Referrals should be facilitated by a protocol to be developed by the Operator with stakeholders concerned. It is a subsidised service; and

(c) Special disease centres, preventive care and health maintenance centre and private clinics: They accept referrals or self-referral patients. The Operator shall develop a referral system. They are add-on market oriented services.

(2) The annual total planned outpatient service capacity is 310,000 attendances. For the avoidance of doubt, this planned outpatient service capacity does not include any interventional treatment episodes associated with outpatient services.

(3) Outpatient services must commence on the Service Commencement Date;

(4) At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on the development of outpatient services in the initial five (5) years of the Service Period. Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed;

(5) From the third 12-month period immediately after the Service Commencement Date, if the Operator wishes to reduce the number of outpatient attendances committed for that period, the Operator, with the Board of Directors' endorsement, shall seek the Government's approval for reducing the number of outpatient attendances committed for that period;

(6) In any 12-month period during the Service Period and the Service Extension Period (as applicable), if the Operator wishes to provide additional subsidised outpatient

attendances than the committed number of subsidised outpatient attendances for that particular period in order to meet the increased demand for subsidised outpatient services, the Operator, with the Board of Director's endorsement, shall seek the Government's approval for providing additional subsidised outpatient attendances;

(7) In any 12-month period during the Service Period and the Service Extension Period (as applicable), if the Operator wishes to provide additional add-on market oriented outpatient attendances than the committed number of add-on market oriented outpatient attendances for that particular period, the Operator may provide additional add-on market oriented outpatient attendances with the Board of Director's approval. However, the total number of subsidised outpatient attendances of each 12-month period shall not be less than fifty percent (50%) of the total number of subsidised and add-on market oriented outpatient attendances provided in that particular period;

(8) Outpatient attendances between the first day of the sixty-first (61st) month immediately after Service Commencement Date and the Service End Date or the Extended Service End Date (whichever is later) shall be no fewer than the total committed/agreed outpatient attendances for the fifth 12-month period immediately after the Service Commencement Date;

(9) Each Applicant shall submit a completed **Proposal PIII-9d** to propose a plan of phased outpatient service provision in the initial five (5) years of the Service Period. Please refer to Clauses 9.6.3(1) to (8) above, the below table and Note 2 of the **Appendix 2** when preparing **Proposal PIII-9d**:

Column 1	Column 2
Period	**Number of Outpatient Attendances**
First 12-month period immediately after the Service Commencement Date	46,500 - 155,000 (15 - 50 % of the planned capacity)
Second 12-month period immediately after the Service Commencement Date	77,500 - 232,500 (25 - 75 % of the planned capacity)
Third 12-month period immediately after the Service Commencement Date	155,000 - 310,000 (50% - 100% of the planned capacity)
Fourth 12-month period immediately after the Service Commencement Date	232,500 - 310,000 (75% - 100 % of the planned capacity)
Fifth 12-month period immediately after the Service Commencement Date and each subsequent 12-month period within the Service Period and the Service Extension Period (as applicable)	232,500 - 310,000 (75% - 100 % of the planned capacity)

(10) For each 12-month period during the first to fifth 12-month periods immediately after the Service Commencement Date:

(a) Applicants shall propose the number of outpatient attendances within the range mentioned in Column 2 of the above table for each of the 12-month period;

(b) Applicants shall propose the number of subsidised and add-on market oriented outpatient attendances for each 12-month period. The percentage of subsidised outpatient attendances shall be between fifty percent (50%) to sixty-five

percent (65%) of the total outpatient attendances proposed; and

(c) Applicants shall propose the number of attendances for GOPS and ROPS for each 12-month period. The GOPS attendances shall not exceed 60,000 or sixty percent (60%) of the total subsidised outpatient attendances (i.e. total of GOPS and ROPS attendances), whichever is lower.

9.6.4 Community outreach services[2]

(1) At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on the development of community outreach services in the initial five (5) years of the Service Period. Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed. The proposal shall cover the scope and arrangement of services, including add-on market oriented services and an option for subsidised community outreach services (see Clause 9.6.1(1) above). In the proposal, the Operator shall provide add-on market oriented community outreach services within the first thirty-six (36) months after the Service Commencement Date;

(2) In any 12-month period during the Service Period and the Service Extension Period (if applicable), if the Operator wishes to provide additional subsidised community outreach attendances than the committed number of subsidised community outreach attendances for that particular period or to provide subsidised community outreach attendances beyond the last day of the sixtieth (60^{th}) month after the Service Commencement Date to meet the demand for subsidised community outreach services, the Operator, with the Board of Directors' endorsement, shall obtain the Government's approval for

[2] The purpose of community outreach service is for CM service development, training and education, and research, instead of aiming at fulfilling local service demand.

providing the proposed subsidised community outreach attendances;

(3) In any 12-month period during the Service Period and the Service Extension Period (as applicable), if the Operator wishes to provide additional add-on market oriented community outreach attendances than the committed number of add-on market oriented community outreach attendances for that particular period, the Operator may provide additional add-on market oriented community outreach attendances with the Board of Director's approval; and

(4) Each Applicant shall submit a completed **Proposal PIII-9e** to propose a plan for delivering community outreach services in the initial five (5) years of the Service Period. Please refer to the Clauses 9.6.4(1) to (3) above, Clause 9.6.1(1) above and Note 2 of the **Appendix 2** when preparing **Proposal PIII-9e**.

9.6.5 The Operator shall ensure the Hospital has adequate CMP manpower and expertise to provide direct patient care, including inpatient, day-patient, outpatient services and community outreach services. Among other things, the Operator shall provide 24-hour onsite CMP on-duty arrangement to support patients with clinical needs and emergent situations including resuscitation, patient escort and transfer.

9.7 The Operator shall not provide the following services at the Hospital:

9.7.1 Accident and emergency services;

9.7.2 General anaesthetic surgical services;

9.7.3 Intensive care services; and

9.7.4 Child delivery services.

9.8 At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on the implementation plan of the service opening and development plan for the Hospital**.** Accepted proposal(s) at the

Tender stage will be incorporated into the Service Deed.

9.9 Each Applicant shall submit a completed **Proposal PIII-9f** to propose an implementation plan of the service opening and development plan for the Hospital. Please refer to Note 2 of **Appendix 2** when preparing **Proposal PIII-9f**.

9.10 WM

9.10.1 In the Hospital, WM shall play the following roles (see Clause 9.3.1 above):

(1) For services with CM playing the predominant role, WM would play an adjuvant role in achieving holistic care for patients at different stages of care; and

(2) For ICWM services, WM should work together with CM as an essential part of the total patient care.

9.10.2 The Operator shall ensure the Hospital has adequate WM doctor manpower and expertise to provide direct patient care, including inpatient, day-patient and outpatient services and community outreach services. Among other things, the Operator shall provide 24-hour onsite WM doctor on-duty arrangement to support patients with clinical needs and emergent situations including resuscitation, patient escort and transfer. With WM support, the Operator shall also provide endoscopy and minor surgeries or surgical procedures not requiring general anaesthesia services in the Hospital.

9.10.3 The Operator shall comply with the Code of Practice.

9.10.4 The Operator may employ in-house staff, sub-contract services, or collaborate with other healthcare providers in rendering WM services. Please refer to **Appendix 6** and Clauses 6.9 and 6.10 above where further requirements on business arrangements and sub-contracting are stipulated.

9.10.5 Not used.

9.10.6 During the Service Period and the Service Extension Period (as applicable), subject to the needs for further WM services in

facilitating the development of CM services, the Operator, with the Board of Director's endorsement, may propose development of additional WM services for the Government's approval.

9.10.7 Each Applicant is invited to submit a completed **Proposal PII-14** to propose a WM medical services availability plan. This proposal shall not be scored in this Prequalification Exercise. Please refer to Clauses 9.10.1 to 9.10.4 above when preparing **Proposal PII-14**.

9.11 Clinical supporting services

9.11.1 The Operator shall provide or make accessible all clinical supporting services to patients based on clinical needs. Please refer to Section 4 (Site Information) on the facilities planned for the Hospital.

9.11.2 The Operator shall provide the following clinical supporting services at the Hospital:

(1) Pharmacy services

Pharmacy services shall consist of CM pharmacy and WM pharmacy:

(a) CM pharmacy

The CM pharmacy will consist of a dispensary area, a decoction area, a CM compounding area, and a herb and granule storage area. It will provide CM support to patients in the form of granules for both inpatients and outpatients, decoction for both inpatients and selected outpatients, and herbal for outpatients. The CM pharmacy will also support education, training and research functions; and

(b) WM pharmacy

A WM pharmacy to support the CM/WM collaboration medical services will be provided.

(2) Integrated allied health rehabilitation services

The Operator shall provide a spectrum of professional allied health services required for the scope of planned CM and WM patient care, including but not limited to physiotherapy, occupational therapy, speech therapy, optometry, audiology, podiatry, prosthetic and orthotics, medical social work, dietetics and clinical psychology;

(3) Radiology services

The Operator shall provide radiological services to support patient diagnosis and assessment. The Operator shall provide onsite services including general radiography, computed tomography scan, magnetic resonance imaging, fluoroscopy, ultrasound and mobile general radiography services. The Operator shall provide 24-hour computed tomography scan and general radiography services upon commencement of inpatient services during the second 12-month period immediately after the Service Commencement Date. The Operator shall provide picture archiving and communication system to support imaging transfer within the Hospital and with other healthcare service providers, as appropriate;

(4) Pathology services

The Operator shall provide pathology services to support patient diagnosis and assessment. The Operator shall provide onsite services including selected haematology, biochemistry and blood bank services. The Operator shall provide 24-hour essential haematology, biochemistry and blood bank services upon commencement of inpatient services during the second 12-month period immediately after the Service Commencement Date;

(5) Minor surgeries or surgical procedures

The Operator shall provide minor surgeries or surgical

procedures not requiring general anaesthesia;

(6) Endoscopy services

The Operator shall provide endoscopic examinations to support patient care;

(7) Electrophysiology and respiratory assessment services

The Operator shall provide electrophysiology and respiratory assessment services to support patient care; and

(8) Central sterile supplies services

The Operator shall provide sterile services based on the CM and WM services provided.

9.11.3 In providing the clinical supporting services, the Operator shall make best use of all resources and facilities available at the Hospital.

9.11.4 The Operator shall employ in-house staff for CM and WM pharmacy services and integrated allied health rehabilitation services mentioned in Clauses 9.11.2(1) and (2) above.

9.11.5 For clinical supporting services mentioned in Clauses 9.11.2(3) to (8) above, the Operator may employ in-house staff, sub-contract services, or collaborate with other healthcare providers in rendering the clinical supporting services. Please refer to **Appendix 6** and Clauses 6.9 and 6.10 above where further requirements on business arrangements and sub-contracting are stipulated.

9.11.6 During the Service Period and the Service Extension Period (as applicable), subject to the needs of further clinical supporting services to facilitate development of CM services, the Operator, with the Board of Director's endorsement, may propose development of additional clinical supporting services for the Government's approval.

9.11.7 Each Applicant is invited to submit a completed **Proposal PII-14**

to propose a CM pharmacy plan and WM services availability plan including clinical supporting services. Please refer to Clauses 9.11.1 to 9.11.5 above when preparing **Proposal PII-14**. The proposal shall not be scored in this Prequalification Exercise.

10 Non-clinical Supporting Services

10.1 Objectives and obligations

10.1.1 The Operator must have a non-clinical supporting system that is in line with the Hospital Missions and Functions and caters for the nature and needs of the Hospital.

10.2 Governance structure

10.2.1 Attention is drawn to the provisions on governance structure in Section 7 (Formation of the Operator) and Section 8 (Hospital Structure and System). The Operator shall set up a non-clinical supporting services system which shall form an integral part of the system and structure as stated in Section 8 (Hospital Structure and System).

10.3 Non-clinical supporting services

10.3.1 The non-clinical supporting services that the Operator shall provide during the Service Period and the Service Extension Period (as applicable), together with their corresponding functions, are described below for reference only. The list is not exhaustive. Please refer to Section 4 (Site Information) on facilities available in the Hospital:

(1) <u>General administration and executive support</u>

The Operator should provide general administration and executive support to the Hospital.

(2) <u>Procurement and stores management</u>

(a) The Operator should ensure that a transparent, fair and cost-effective procurement system is in place. The Operator should develop a

procurement manual that includes procurement policy, procedures, asset management and disposal, and write-off mechanism for obtaining the Board of Directors' approval;

(b) For any procurement of goods and services funded by the Government, the Operator should comply with all instructions of the Government; and

(c) The Operator should implement the topping-up system adopted in public hospital for general supplies/consumables and linen items as far as practicable.

(3) Health information and medical records management

The Operator should set up a system for management of health information and medical records, including medical record applications and data access requests.

(4) Patient complaint and relations

Under the Hospital's incident reporting system and patient complaint management system (as required in Clauses 8.10.1(3)(a) and 8.12.1(1) above), the Operator should properly record, handle and report all complaints/incidents, and should conduct patient satisfaction surveys regularly to collect patient feedback from various stakeholders concerned.

(5) Public relations and media communication

The Operator should maintain good public relations and media communication. The Operator should actively promote the Hospital Services and maintain good liaison with local and international professionals and academia on CM services development.

(6) Business initiatives

Please refer to **Appendix 6**.

(7) Library service

The Operator should manage the CM library (as referred to in Clause 4.3.6(9) above) and set up a system on lending and borrowing, onsite support, and photocopying services. The Operator should maintain good linkage to external libraries of other local and overseas universities, including overseas interlibrary loan activities and document delivery.

(8) Laundry and linen services

The Operator should provide onsite laundry and linen services.

(9) Catering service

The Operator should develop effective systems on food sourcing, food safety management and food waste management in connection with the provision of meals in the Hospital:

(a) An onsite kitchen with necessary equipment and items will be provided in the Hospital. The Operator shall render catering services for patients, staff, visitors, and conference attendees. The Operator should obtain a General Restaurant Licence under the Food Business Regulation (Cap. 132X). The Operator should obtain certifications/accreditations under the Hazard Analysis and Critical Control Point system to ensure food safety and quality in respect of the kitchen facilities in the Hospital; and

(b) The Operator should provide good choice of meals for patients, serve meals for patients with special dietary requirement, and render adult tube-feeding. The Operator should enable patients to order meals through a meal-ordering IT System.

(10) Domestic and supporting services

The Operator should provide domestic and supporting services, including management of cleansing, portering, landscape maintenance, pest control, general waste, clinical waste, chemical waste, overnight rooms, staff changing rooms, and scholar suites. There should be 24-hour emergency support for the Hospital.

(11) Security

(a) The Operator should manage a central control monitoring system to monitor the closed-circuit television system and the central panel on building services systems such as lift, medical gas, fire services, and air-conditioning on a 24-hour basis.

(b) The Operator should set up a 24-hour surveillance system to monitor the Premises.

(12) Transport

The Operator should provide reasonable assistance to the Government on public transport access to the Hospital (e.g. green mini-bus and bus), and maintain access for ambulance pick-up, non-emergency ambulance transfer service and other transport; and

(13) Mortuary

Mortuary with body storage spaces will be provided in the Hospital. The Operator should manage spiritual and ceremonial facilities available for palliative care, and provide patient and family support.

10.4 Staffing requirement

10.4.1 All supporting staff serving at wards shall be under an in-house employment.

10.4.2 At least fifty percent (50%) of the total supporting staff providing

clinical supporting services, cleansing, portering, catering and laundry services shall be under in-house employment.

11 Premises, Facility Management and Furniture and Equipment

11.1 Objective and obligations

11.1.1 The Operator shall have a system to manage Premises, facilities, furniture and equipment including medical equipment, electrical, mechanical, air-conditioning and building services engineering systems of the Hospital to fulfil the Hospital Missions and Functions as stated in Section 5 (Missions and Functions of the Hospital). The system shall:

(1) provide patient-centred care with patient safety as the top priority;

(2) streamline the workflow of healthcare professionals and other staff working at the Hospital;

(3) create a safe and positive working environment, and maintain occupational health in the workplace for healthcare professionals and other staff of the Hospital;

(4) incorporate as many environmentally friendly measures as far as possible; and

(5) facilitate future Hospital Services development and expansion.

11.2 Governance structure

11.2.1 Attention is drawn to the provisions on governance structure in Section 7 (Formation of the Operator) and Section 8 (Hospital Structure and System). The Operator shall set up a system for managing Premises, facilities, and furniture and equipment which shall form an integral part of the system and structure as stated in Section 8 (Hospital Structure and System).

11.3 General obligations – Premises

The Government

11.3.1 The Government will fund and construct the Premises, which include the Hospital building(s). The Government is also the owner of the Premises.

11.3.2 The Government will hand over the Premises to the Operator for management and maintenance upon completion of construction of the Premises/Hospital building(s) on dates specified by the Government. The Government proposes to handover the management of the Premises (which include the Hospital building(s)) to the Operator around the end of 2024. The Government may at its absolute discretion vary the date of such handover by giving the Operator a nine (9) months' prior written notice.

11.3.3 The Government will maintain the building structure, external façade, common areas of the Hospital building and accommodation within the Hospital reserved for the Government's exclusive use (if applicable). For detailed financial arrangement, please refer to Section 14 (Financial Arrangement and Financial Management).

11.3.4 The Government will fund and carry out refurbishment, alteration, addition and improvement works which the Government considers necessary. The Operator must obtain prior written approval from the Government, including but not limited to the Government's approval on the works or services, in respect of any other refurbishment, alteration, addition and improvement works not funded by the Government before commencement of the procurement processes or the works.

The Operator

11.3.5 The Operator shall take over the Premises on an "as-is" basis and must inspect them before the Service Commencement Date.

11.3.6 The Operator shall be responsible for the day-to-day maintenance of the interior of the building, including but not limited to lighting, touch-up and Operator-funded upgrading, renovation and alteration work within the Hospital. The Operator shall:

(1) seek the Government's prior written approval according to Clause 11.3.4 above ; and

(2) co-operate with the Government's maintenance agent on overhaul and maintenance works or other works considered necessary to be carried out in the Hospital.

11.4 General obligations – furniture and equipment items

11.4.1 Setting up of the Hospital

(1) The Government will fund furniture and equipment items that the Government considers necessary for the commencement of Hospital Services taking into account the future capacity of the Hospital. For items to be procured by the Operator, the Operator shall comply with all instructions of the Government for the procurement of Government-funded furniture and equipment items.

11.4.2 Ownership transfer, maintenance, replacement and procurement

Government-funded furniture and equipment items

(1) Subject to Clause 11.4.4 below, the Government will transfer ownership of all Government-funded furniture and equipment items to the Operator during the Service Period. The Operator shall be responsible for maintenance of the Government-funded furniture and equipment items.

(2) The Government will fund replacement of some specified furniture and equipment items which are classified as major equipment according to the Government's policy at the time of purchase. The Operator shall fund

replacement of other Government-funded furniture not classified as major at the time of purchase.

(3) For purchase of all Government-funded furniture and equipment items, the Operator shall follow terms and conditions of furniture and equipment acquisitions as required by the Government.

(4) The Government-funded furniture and equipment indicative list will be provided to the Prequalified Tenderers at the Tender stage.

Non-Government-funded furniture and equipment items

(5) For all non-Government-funded furniture and equipment items, the Operator shall fund, procure, maintain and replace them as required.

11.4.3 The Operator shall arrange proper maintenance and inventory keeping of all Government-funded and non-Government-funded furniture and equipment items to ensure patient safety and proper asset management. The Operator shall keep proper asset records including replacement and fault records for statutory compliance and inspection by the Government.

11.4.4 The Operator shall transfer all Government-funded and non-Government-funded furniture and equipment items in good condition to the succeeding Operator and any other party(ies) as specified by the Government upon the Service End Date or the Extended Service End Date (whichever is later).

11.4.5 For detailed financial arrangement of all Government-funded and non-Government-funded furniture and equipment items, please refer to Section 14 (Financial Arrangement and Financial Management). Please also refer to Section 16 (Set-up and Commissioning) for the key commissioning tasks in respect of both Government-funded and non-Government-funded furniture and equipment items.

12 Information Technology

12.1 Objectives and obligations

12.1.1 The Operator shall have a system in place to manage IT Systems to fulfil the Hospital Missions and Functions as stated in Section 5 (Missions and Functions of the Hospital). The IT Systems broadly comprise two categories: the Government-supplied IT Systems (as defined in Clause 12.3.4 below) and the Operator-supplied IT Systems (as defined in Clause 12.3.5 below). The IT Systems shall:

(1) perform good management on storing, handling, processing and retrieval of administrative, financial management, patient and health information, including patient personal data, clinical and health records for purposes related to provision of healthcare by and on behalf of the Hospital;

(2) assist the day-to-day operation of the Hospital;

(3) comply with Government information technology security requirements such as putting in place proper security management processes and controls to mitigate security risks and conducting security risk assessment and audit;

(4) comply with the Personal Data (Privacy) Ordinance (Cap. 486), the code of practices issued by the Privacy Commissioner for Personal Data, and other relevant Government regulations, policies and guidelines maintain confidentiality, integrity and security of patient data and information;

(5) improve efficiency and effectiveness of operation of the Hospital;

(6) provide patient-centred care by bringing greater convenience for patients and provide necessary information to patients and their carers managing their health conditions;

(7) have the ability to perform data analysis for the purposes of evaluation, healthcare-related research, service improvement and disease surveillance; and

(8) share patient health data and access to the eHRSS in accordance with the Electronic Health Record Sharing System Ordinance (Cap. 625).

12.2 Governance structure

12.2.1 Attention is drawn to the provisions on governance structure in Section 7 (Formation of the Operator) and Section 8 (Hospital Structure and System). The Operator shall set up a system for managing IT Systems which shall form an integral part of the system and structure as stated in Section 8 (Hospital Structure and System).

12.3 General obligations

12.3.1 The Government will fund the development and installation of IT Systems (including main server) that the Government considers necessary for the commencement of Hospital Services taking into account the prevailing and future capacity of the Hospital.

12.3.2 The Government shall retain ownership of the core IT Systems (including the main server) funded, developed and installed by the Government. The Government will fund the maintenance and development of the core IT Systems. The Government will grant access right of the core IT Systems to the Operator. The Operator shall be responsible for the day-to-day management and operating expenses of the core IT Systems.

12.3.3 For other non-core IT Systems funded, developed and installed by the Government, the Government may transfer ownership of any of the non-core IT Systems to the Operator.

12.3.4 To assist the Government in developing the core IT Systems and the non-core IT Systems (together, the "**Government-supplied IT Systems**"), the Contractor and/or the Operator shall provide user input in functional design, perform user acceptance test in system testing, co-ordinate training for Hospital users and

arrange proper asset management of the Government-supplied IT Systems in accordance with the regulations, policies and guidelines prescribed by the Government. The Contractor and/or the Operator shall observe and comply with all relevant instructions prescribed by the Government.

12.3.5 The Contractor and/or the Operator may fund, procure, develop and install other IT Systems ("**Operator-supplied IT Systems**") to support its management and operation of the Hospital:

(1) The Contractor and/or the Operator is(are) required to fund, procure, develop and install these Operator-supplied IT Systems. If the Operator-supplied IT Systems are funded, procured, developed, installed or owned by the Contractor, the Contractor shall transfer the ownership of such to the Operator before the Service Commencement Date; and

(2) If development of the Operator-supplied IT Systems requires interface with the Government-supplied IT Systems, the Contractor and/or the Operator shall provide all necessary funding and shall obtain approval from the Government to establish such interface.

12.3.6 For IT Systems which are owned by the Operator ("**Operator-owned IT Systems**"), regardless of whether they are the Government-supplied IT Systems or the Operator-supplied IT Systems, the Operator is responsible for maintenance, enhancement and upgrading of these Operator-owned IT Systems. If system maintenance, enhancement and upgrading of these Operator-owned IT Systems require interface with the Government-supplied IT Systems, the Operator shall provide all necessary funding and shall obtain approval from Government to establish such interface.

12.3.7 Subject to Applicable Laws, the Government shall have the unfettered right to use and access all data (including personal data) generated, collected, stored and used in connection with the Hospital. The Operator shall ensure proper handover of all core IT Systems including data and transfer ownership of all

Operator-owned IT Systems and all data to the succeeding Operator or any other party(ies) as specified by the Government upon the Service End Date or the Extended Service End Date (whichever is later) to the Government or third parties as specified by the Government.

12.3.8 Further details regarding Intellectual Property Rights of the IT Systems of the Hospital will be provided at the Tender Stage.

12.4 Core IT Systems

12.4.1 The Government shall grant the Operator access to the core IT Systems which tentatively include the following:

(1) Hospital information system

(a) The hospital information system covers both inpatient and outpatient services with integration at appropriate level for providing effective patient management in respect of CM and WM. The hospital information system includes comprehensive patient clinical information such as clinical history and progress, patient assessment tools, diagnostic requests and reports, treatment and drug profile. The hospital information system is able to connect with, access the records on and upload patient data to the eHRSS in accordance with the Electronic Health Record Sharing System Ordinance (Cap. 625) and is able to integrate with other clinical IT Systems such as radiology, laboratory, pharmacy, nursing and allied health systems; and

(b) Clinical data analysing function(s) will be built-in to facilitate training, evaluation, service improvement, disease surveillance and research purposes.

(2) Patient administration system

The patient administration system, preferably in the form

of mobile application, website and/or quick response code system, provides a one-stop arrangement for patient administration including appointment booking or change booking, registration, queuing, revenue collection, admission, discharges, drug dispensing and live indoor wayfinding for patients. The patient administration system interacts with the Hospital administration and other service units, e.g. pharmacy, shroff, simultaneously to streamline the patient journey and reduce waiting time. The patient administration system is capable of analysing patient administration data reporting, performance management and formulating improvement strategies.

(3) Enterprise resource planning system

The enterprise resource planning system streamlines and integrates various business processes including finance, HR, procurement functions of the Hospital. It also provides gateways for management control, monitoring, reporting and data mining to facilitate risk management, forward planning and maximisation of resource utilisation.

(4) Other non-clinical patient support systems may include material transfer system, catering, security, drug and CMs purchasing, logistics and patient supporting services.

12.4.2 The Operator shall work closely with the Government on the maintenance, enhancement and upgrading of the IT Systems.

12.5 Other requirements

12.5.1 The Operator shall allow the Government and its contractors to access all data stored under the Operator-owned IT Systems to maintain, enhance, integrate and upgrade the Operator-owned IT Systems in accordance with the Applicable Laws.

12.5.2 The Operator shall ensure proper handover of all core IT Systems including data manuals and other related documentation and transfer ownership of all Operator-owned IT Systems and all data to the succeeding Operator or any other

party(ies) as specified by the Government upon the Service End Date or the Extended Service End Date (whichever is later).

12.5.3 The Operator shall register the Hospital on the eHRSS as a healthcare provider and comply with the Electronic Health Record System Ordinance (Cap.625), the codes of practices issued under the Electronic Health Record System Ordinance (Cap. 625), and all conditions of registration imposed by the Commissioner for the Electronic Health Record. The Operator shall ensure that all relevant healthcare professional staff of the Hospital have access to the eHRSS. The Operator shall encourage patients to give sharing consent of their electronic health records to the Hospital. The Operator shall share such electronic health records to the eHRSS.

12.5.4 The Operator shall use the IT Systems in accordance with the operational requirements (including those relating to security and privacy of data) for the management of patient data. The Operator shall ensure that the Hospital staff (whether under employment or the honorary appointment) promptly enter all required data onto designated IT Systems as deemed necessary.

12.5.5 If the Operator suspects or finds that the integrity, security or confidentiality of any of the IT Systems or any information or data is compromised or breached, the Operator shall immediately notify relevant authorities, and take all reasonable steps to ensure and protect such integrity, security and confidentiality of the IT Systems. The Operator is required to provide relevant information technology and confidentiality training to the Hospital staff and the relevant staff of its sub-contractors and agents and keep proper training records.

13 HR Management

13.1 Objectives and Obligations

13.1.1 The Operator must have HR management practices in line with the Hospital Missions and Functions as stated in Section 5 (Missions and Functions of the Hospital).

13.2 Governance Structure

13.2.1 Attention is drawn to the provisions on governance structure in Section 7 (Formation of the Operator) and Section 8 (Hospital Structure and System). The Operator shall set up a HR management system which shall form an integral part of the system and structure as stated in Section 8 (Hospital Structure and System).

13.2.2 All staff deployed in the Hospital:

(1) shall be suitably qualified;

(2) shall receive appropriate training and supervision;

(3) shall have effective induction and orientation;

(4) shall be regularly appraised on his performance;

(5) shall be conversant with policies and procedures relevant to his duties; and

(6) shall be encouraged to undertake continuous professional development in his field of work.

13.3 The Operator shall put in place HR arrangements as specified below:

13.3.1 Core Management Team

(1) The Hospital shall have a team of six (6) persons ("**Core Management Team**") working full-time[3] to support the Board of Directors and administration of the Hospital. The Core Management Team shall be composed of:

(a) a HCE;

(b) a Deputy HCE (CM);

(c) a Deputy HCE (WM);

(d) a General Manager (Nursing);

[3] "Full-time" means that a staff who is obliged to work for forty-four (44) hours or more per week.

(e) a General Manager (Administration and HR); and

(f) a General Manager (Finance).

(2) **Appendix 7** sets out the sample main duties and requirements of the Core Management Team for reference.

(3) Members of the Core Management Team shall be employed and remunerated by the Contractor. The Operator shall pay a Management Fee to the Contractor according to Clause 14.4.2(2) below.

(4) The Board of Directors is responsible for approving the appointment of the Core Management Team proposed by the Contractor to the respective Hospital positions. The appointment and remuneration of the HCE must also be agreed by the Government. The Core Management Team shall report to and be accountable to the Board of Directors on the management, development and operation of the Hospital. All members of the Core Management Team shall have taken up their posts within the period of eighteen (18) to twenty-four (24) months before the Service Commencement Date.

(5) At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on the structure, duty, experience and qualification of the members of Core Management Team**.** Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed.

(6) Each Applicant shall submit a completed **Proposal PIII-13a** to propose the structure, duty, experience and qualification of the members of Core Management Team. Please refer to Clauses 13.3.1(1) and (2) above, **Appendix 7** and Note 3 of **Appendix 2** when preparing **Proposal PIII-13a**.

13.3.2 CMP, WM doctors, CM pharmacy, WM pharmacy, nursing and allied health grades

(1) The Hospital shall deploy qualified healthcare professionals to meet the Hospital Missions and Functions. The Operator shall ensure that healthcare professionals working at the Hospital whether employed by the Operator or honorary appointees meet registration requirements under the law. The Operator shall keep records of registrations required under law or with relevant professional regulatory bodies, professional qualifications and practicing certificates of its staff.

(2) The grade structure of CMP shall include a grade for a trainee rank (CMP Trainee) to cater for inexperienced CMPs having less than three (3) years registration under the Chinese Medicine Ordinance (Cap. 549).

(3) In proposing the grade structure of staff of CM pharmacy, Applicants shall make reference to the minimum requirements regarding knowledge and experience of personnel set out in Chapters 3 and 6 of the "Handbook of the Application for Chinese Medicines Trader Licences" issued by the Chinese Medicine Council of Hong Kong.[4]

(4) At the Tender stage, Prequalified Tenderers may be required to submit further proposal(s) on grade structures of CMP, staff of CM pharmacy, WM Doctor, nursing and allied health**.** Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed.

(5) Each Applicant shall submit a completed **Proposal PIII-13b** to propose the grade structures of CMP, staff of CM pharmacy, WM Doctor, nursing and allied health. Please refer to Clauses 13.3.2(2) and (3) above and Note 3 of **Appendix 2** when preparing **Proposal PIII-13b**.

(6) Each Applicant is invited to submit a completed **Proposal PII-14** to propose an expertise availability plan of CMPs, WM doctors and staff of CM pharmacy. This proposal shall not be scored in this Prequalification Exercise.

[4] Available at https://www.cmchk.org.hk/pcm/pdf/hb_acmtl_bfver_e.pdf

Please refer to Section 9 (Clinical Services) and Section 13 (HR Management) when preparing this **Proposal PII-14**.

13.3.3 Training for Hospital staff

(1) Clinical training plan for Hospital clinical staff

(a) The Operator shall provide appropriate training to each Hospital staff of a clinical grade (i.e. CMP, WM doctor, nursing, staff of CM and WM pharmacy and allied health grades) before or within the first year after the staff has reported for duty. The training shall cover the following areas:

(i) Bridging training on CM for ranks not having prior CM training;

(ii) Bridging training on WM for grades not having prior WM training;

(iii) Recognition of deteriorating or critically ill patient for clinical staff with direct patient care and not having prior training;

(iv) Training for CMPs on eliciting cross team/department/division support based on patient needs and safety;

(v) Medico-legal and professional accountability;

(vi) Medical incident reporting with open disclosure; and

(vii) Patient feedback and complaint management for clinical ranks with direct patient care.

(b) The Operator shall provide appropriate personal care worker training course for health care

assistants who are required to provide personal care of patients in wards or clinics as soon as practicable.

(2) Unless otherwise provided below, all staff of and volunteers at the Hospital must receive the training below and have completed subsequent assessments with satisfactory results before commencement of their duties at the Hospital. In addition, they must receive refresher training every twelve (12) months during the Service Period and the Service Extension Period (as applicable). The Operator shall maintain proper records of all trainings for audit and inspection:

(a) The Operator shall ensure that all Hospital staff will receive basic infection control training;

(b) The Operator shall ensure that Hospital staff with direct patient contact shall receive in-depth infection control training and N95 respirator fit test;

(c) The Operator shall conduct training on personal data privacy, fire safety and occupational safety and health; and

(d) The compliance rate of staff receiving training must not be lower than ninety-five percent (95%) of the total staff.

(3) During the Phase II Commissioning Period, the Operator shall put in place a Hospital staff training plan meeting the above-mentioned requirements which has been endorsed by the Board of Directors.

13.3.4 Staff Appointment

The Hospital must have at least the following types of appointments:

(1) General staff appointment

(a) Staff may be appointed as employees of the

Operator on employment terms and conditions approved by the Board of Directors. Specific flexible employment terms shall be developed to cater for the engagement of personnel practicing in the private sector; and

(b) The Operator shall set up a mechanism to apply for limited registration for CMPs intending to work in the Hospital if permitted by the prevailing law.

(2) Honorary appointment

Honorary appointments may be offered to individuals (i) with permission to work in the Hospital and/or (ii) given specific privileges of clinical practice at the Hospital.

(3) The Hospital shall have HR policies and arrangements which shall cover, inter alia, duties, clinical privileges, line accountability, performance appraisal, recruitment, appointment, conflict of interest, code of conduct, funding arrangement, financial arrangement, liability, insurance coverage, and which cater for the various types of staff appointment.

(4) For grade structure of CMP, the types of appointment and their associated terms and conditions shall facilitate the participation of CMPs from the following background to work in the Hospital:

(a) CMPs employed by the Universities;
(b) CMPs employed by CMCTRs and/or other CM service providers;
(c) CMPs employed by third parties in and outside Hong Kong including visiting CMPs; and
(d) CMPs under self-employment practicing in the private sector.

13.3.5 Other HR issues

(1) The Operator shall comply with the following:

(a) Where the Contractor or the Operator deploys non-skilled workers in the carrying out of the Hospital Services, if so requested by the Government, the engagement of such non-skilled workers shall be on such terms following the prevailing Government policy(ies) and guideline(s) as from time to time which may be prescribed by the Government.

(b) The Hospital shall be an equal opportunities employer. Each Prequalified Tenderer at the Tender stage shall be required to indicate its commitment to employ/engage disabled person(s) with disability as Hospital staff.

14 Financial Arrangement and Financial Management

(A) Financial Arrangement

14.1 Overview

The Project adopts a public-private partnership ("**PPP**") model. The Government will fund and construct the Premises, which include the Hospital building(s). The Government is also the owner of the Premises. The Government will also provide furniture and equipment items, and IT Systems that the Government considers necessary for the commencement of Hospital Services taking into account the future capacity of the Hospital. Please refer to Section 11 (Premises, Facility Management and Furniture and Equipment) on the arrangement for the Premises and furniture and equipment, and Section 12 (Information Technology) on the arrangement of information technology. The Government will subsidise a combination of inpatient and outpatient services, agreed education, training and research programmes. The Operator is also required to provide add-on market oriented services. The Operator will be permitted to generate other income through

provision of add-on market oriented services, training and research activities, other hospital related business initiatives and donation. All surplus of the Operator must be retained by the Hospital for its future developments. Despite substantial funding by the Government, the financial sustainability of the Hospital would also depend on the Contractor's contribution to the management of the Hospital, including being a Member of the Operator, nominating Directors of the Board of Directors and providing the Core Management Team's performance in managing the Hospital. The Contractor shall be required to maintain capped Financial Commitments for each Financial Year within the Service Period and the Service Extension Period (as applicable) to fund any financial shortfall in the event the Operator sustains a deficit for any Financial Year. The capped Financial Commitments together with the Management Fee adjustment scheme are intended to create an appropriate driving force towards the sustainable development of the Hospital.

14.2 Government funding in the Commissioning Period

The Government will fund and construct the Premises, which include the Hospital building(s). The Government will fund furniture and equipment items and IT Systems that the Government considers necessary for the commencement of Hospital Services taking into account the future capacity of the Hospital. Applicants shall refer to Section 16 (Set-up and Commissioning) on the set-up and commissioning arrangement and shall be required to submit a proposal for the cost of commissioning at the Tender stage.

14.3 Government funding in the Service Period and the Service Extension Period (as applicable)

14.3.1 The general arrangements of Government recurrent funding for services, training (including education) and research are as follows:

(1) According to the Annual Planning Mechanism as stipulated in **Appendix 8** and arrangements stipulated in the Invitation to Tender, funding will be provided for each Financial Year on approved levels of subsidised Hospital Services. Subject to Government funding approval, a

budget with designated components on subsidised services, training and research programmes will be allocated to the Operator at the beginning of each Financial Year. Please refer to the designated service budget (Clause 14.3.2), the designated training budget (Clause 14.3.4 and Section 15) and the designated research budget arrangements (Clause 14.3.5 and Section 15) for details.

(2) The actual usage of the Government allocated budget will be calculated based on the actual provision of approved subsidised Hospital Services. All funds allocated for each type of subsidised Hospital Services but unspent at the end of each Financial Year will be carried forward to the following Financial Year and will be taken into account for the purpose of budget allocation of each respective types of subsidised Hospital Services.

14.3.2 Designated service budget

The designated service budget is part of the Government annual funding allocation designated for supporting the provision of subsidised services according to the requirements in the Invitation to Tender, the Service Deed and the Annual Planning Mechanism in **Appendix 8.** In the annual planning process, funding requests on approved level of subsidised services provision will be made by the Operator for the following Financial Year. Further details of the arrangements are stipulated in Clause 14.3.3 below.

14.3.3 Subsidised services

(1) Approved levels of subsidised services provision are determined according to arrangements as stipulated in Clause 14.3.2 above:

(a) At the Tender stage, Prequalified Tenderers are required to submit further proposals on the quantities of subsidised services provision for inpatient, day-patient, GOPS, ROPS and

community outreach services of the first five (5) and subsequent years. Further adjustment in service quantities will be determined according to the requirements in the Invitation to Tender, the Service Deed and the Annual Planning Mechanism. Please also make reference to Section 9 (Clinical Services); and

(b) The approved quantities on subsidised service provision and service unit price levels (see Clause 14.3.3(2)) below) are the two determining factors for service budget formulation.

(2) Service unit price levels

(a) At the Tender stage, Prequalified Tenderers are required to submit proposals on the price levels of each subsidised service types for the initial two (2) years of the Service Period;

(b) A formula will be stipulated in the Invitation to Tender for year-to-year price adjustment based on inflation components. This formula will be applied annually starting from the third year of the Service Commencement Date unless the costing exercises set out in Clause 14.3.3(2)(c) below are performed;

(c) Costing exercises to establish actual cost for each type of subsidised services will be performed in the third and sixth years for the first ten (10) years of the Service Period and the eleventh year in case the Government elects to extend the Service Period. The Operator shall appoint a third party approved by the Government and the Contractor to conduct the costing exercises; and

(d) For the years in which costing exercises are performed, the results of such costing exercises will be used for those years as actual prices and as new baselines for annual price adjustments in subsequent years.

(3) Annual recurrent funding formulation for the designated components on subsidised services

(a) The Government will formulate the annual recurrent funding on the designated components on subsidised services stipulated in Clause 14.3.1(1) above according to the approved subsidised service quantity and unit price level of each subsidised service type less the anticipated service fee payable by patients for those services;

(b) Patient fees and charges for subsidised services will be determined by the Government. Services with the subsidised service packages will be determined by the Government. The Operator cannot charge the Eligible Persons for services within the subsidised service package; and

(c) Bad debts incurred for the provision of the subsidised services will be borne by the Operator.

14.3.4 Designated training budget

(1) The designated training budget is part of the Government budget allocation designated for supporting the provision of subsidised training programmes according to the requirements in the Invitation to Tender, the Service Deed and the Annual Planning Mechanism as stipulated in **Appendix 8.** Please also make reference to Section 15 (Education, Training and Research);

(2) In the annual planning process, funding requests on subsidised training provision will be made by the Operator for the following Financial Year based on approved

subsidised training programmes and their associated costs;

(3) The scope of the training budget may include:

(a) Approved clinical placement in the Hospital of University Grants Committee-funded undergraduate CM programmes of the Universities;

(b) Basic Post-registration Clinical Training for CMPs;

(c) Advanced Post-registration Clinical Training for CMPs;

(d) Approved training for CM and ICWM professionals;

(e) Approved clinical placement in the Hospital for students and trainees including post-graduate CM programmes; and

(f) All any other programmes as approved between the Government and the Operator;

(4) Continuing training of the Hospital staff as stipulated in Section 13 (HR Management) is not included in this training budget and will be separately funded by the Operator; and

(5) For more details, please refer to Section 15 (Education, Training and Research).

14.3.5 Designated research budget

(1) The designated research budget is part of the Government budget allocation designated for supporting the provision of subsidised research programmes according to requirements in the Invitation to Tender, the

Service Deed and the Annual Planning Mechanism as stipulated in **Appendix 8.** Please also make reference to Section 15 (Education, Training and Research);

(2) In the annual planning process, funding requests on subsidised research provision will be made by the Operator for the following Financial Year based on approved levels of subsidised research programmes and their associated costs;

(3) The Operator shall encourage the Hospital staff to initiate research projects. This research budget shall support research projects of which Hospital staff (full-time, part-time or honorary) are designated as the principal investigator; and

(4) For more details, please refer to Section 15 (Education, Training and Research).

14.3.6 Government funding for Premises

The financial arrangement on maintenance and development will be as follows:

(1) The Government will fund the structural and external parts including the slopes, roads and the external building walls of the Hospital. For details, please refer to Section 11 (Premises, Facility Management and Furniture and Equipment);

(2) The Operator will be responsible for funding the interior parts including light bulbs, touch-up, floor, day-to-day maintenance covering major items including overhaul work;

(3) Works related to Government-owned new development initiatives will be funded by the Government; and

(4) For maintenance and replacement of plants and systems, the funding arrangements are stipulated in Section 11

(Premises, Facility Management and Furniture and Equipment).

14.3.7 Government funding for furniture and equipment

(1) The Government will fund the replacement of some specified furniture and equipment items which are classified as major equipment according to the Government's policy at the time of purchase as stipulated under Clause 11.4.2 in accordance with the established mechanism. The Operator will be responsible for funding the replacement of other furniture and equipment items; and

(2) Furniture and equipment items associated with other Government-owned new development initiatives will be funded by the Government. Subject to Clause 11.4.4, the Government will transfer ownership of all Government-funded furniture and equipment items associated with such initiatives to the Operator during the Service Period. The Operator shall be responsible for the maintenance of all furniture and equipment items of the Hospital.

14.3.8 Government funding for IT Systems

(1) The Government will fund the maintenance, replacement and development of the Government-owned IT Systems in accordance with the established mechanism;

(2) The Operator shall be responsible for funding the maintenance, replacement and development of the Operator-owned IT Systems; and

(3) For further details, please refer to Section 12 (Information Technology) and Section 16 (Set-up and Commissioning).

14.4 Hospital income and expenditure arrangement during the Service Period and the Service Extension Period (as applicable)

14.4.1 Hospital income arrangement

(1) Government funding to the Operator

(a) All Government recurrent funding allocation to the Operator are income of the Hospital. Recurrent funding allocation includes subsidised services, training (including education) and research programmes. Further details of funding arrangement for equipment replacement as described in Section 11 (Premises, Facility Management and Furniture and Equipment) will be stipulated at the Tender stage; and

(b) All fees and charges from patients under the Government subsidised services and income from subsidised training and research programmes are income of the Hospital.

(2) Income from add-on market oriented clinical services and non-clinical services

(a) The Operator will provide add-on market oriented services. All patient fees and charges arising therefrom are income of the Hospital;

(b) The Operator is permitted to provide value-added clinical services outside the scope of subsidised services package to patients receiving subsidised services based on patients' choices; and

(c) The Board of Directors will decide the fees and charges for add-on market oriented services of the Hospital. The Hospital shall have a transparent pricing policy with comprehensive charging information of its services (covering room charges, diagnostic procedures, therapeutic services and procedures, nursing care, medication, consumables and equipment, and other miscellaneous items) which should be easily accessible by the public and patients. A package price requirement for add-on market

oriented services will be stipulated at the Tender stage.

(3) Income from business initiatives

The Operator is encouraged to develop business initiatives for the benefit of patient services, achieving the Hospital Missions and Functions and for development of CM and CMs. The income generated is an alternative source of income for the Hospital. These business initiatives include clinical and clinical supporting patient services, non-clinical supporting patient services and related complementary services. Please refer to **Appendix 6** for details**.**

(4) Income from donation and naming right

The Contractor and the Operator are encouraged to seek donations in the name of the Hospital for the development of the Hospital Services and achievement of the Hospital Missions and Functions. The relevant income arising from donation and name rights shall be credited to the Hospital's income:

(a) All donations solicited in the name of the Hospital have to be booked in the Hospital accounts;

(b) Donations carrying facility-naming requirements have to follow the naming guidelines as stipulated in the Invitation to Tender or be approved by the Government. The period of the naming right, if approved, should not be longer than the Service Period and the Service Extension Period (as applicable); and

(c) Subject to compliance with the relevant guidelines and approval by the Board of Directors, naming of the Premises and service programmes in recognition of donations within the Service Period and the Service Extension Period (as applicable) is

allowed, save for the Hospital name and that of the Hospital buildings. Hospital naming and Hospital building naming are to be determined by the Government.

(5) Investment and financing

The Operator is allowed to perform low risk investments and financing only. Specifications will be stipulated at the Tender stage.

14.4.2 Hospital expenditure arrangement

(1) All hospital expenditures incurred during the provision of Hospital Services shall be borne by the Operator.

(2) Management Fee and Management Fee adjustment scheme

The Operator shall pay a Management Fee to the Contractor. The Contractor shall propose the base case Management Fee per Financial Year as required at the Tender stage. Brief details of the scheme are as follows:

(a) The remunerations of the Core Management Team shall be borne by the Contractor. The Management Fee shall comprise the remuneration of the Core Management Team plus an administrative cost;

(b) Prequalified Tenderers at the Tender stage are required to propose a fee level for a base case. The fee level for a base case and administrative cost will be adjusted upwards or downwards taking into account inflation and performance levels. Details of the adjustment mechanism will be specified at the Tender stage;

(c) The Government in consultation with the Board of Directors will decide on the adjustment to the

payment level for the Contractor according to the requirements as stipulated at the Tender stage;

(d) The fee level of the base case will be adjusted with reference to the year-to-year inflation level in accordance with a formula which will be provided at the Tender stage;

(e) A performance assessment mechanism will be provided at the Tender stage based on performance level on services, education and training, research, collaboration, creation on health values, financial performance, contract and legal compliance; and

(f) Please also refer to Section 17 (Service Deed Management).

(g) Further details of the scheme will be provided at the Tender stage

(3) Financial provision for development and maintenance needs

(a) The Operator shall make a financial provision annually for the purpose of funding the development and maintenance needs of the Hospital as stipulated in Clause 14.4.2(3)(b) below which are within the responsibility of the Operator;

(b) The scope of this financial provision will cover new and replacement of major furniture and equipment items, major works requirements (including renovation and alternation projects) and major IT Systems requirements (including new IT Systems and enhancements). Further details will be provided at the Tender stage;

(c) Any positive balance of this financial provision will be transferred to the succeeding operator or any

other party(ies) as specified by the Government at the Service End Date or the Extended Service End Date (as applicable);

(d) All expenditure from this financial provision within the defined scope as stipulated in Clauses 14.4.2(3)(a) and (b) must be approved by the Board of Directors. Expenditure outside the defined scope is subject to the approval of the Government; and

(e) This financial provision is not the only source of funding for the development and maintenance needs. The Operator shall fund the development and maintenance needs under its responsibility.

14.5 Special financial arrangements.

14.5.1 Capped Financial Commitments from the Contractor

(1) The Contractor shall be required to maintain capped Financial Commitments for each Financial Year within the Service Period and the Service Extension Period (as applicable) to fund any financial shortfall in the event the Operator sustains a deficit for any Financial Year.

(2) Details on the arrangement of the capped Financial Commitments will be provided at the Tender Stage;

(3) At the Tender stage, Prequalified Tenderers will be required to submit proposal(s) on the Financial Commitments. Accepted proposal(s) at the Tender stage will be incorporated into the Contract; and

(4) Applicants shall demonstrate its capacity to maintain capped Financial Commitments. Each Applicant shall submit a completed **Proforma 5** to provide information on financial capability of the Applicant. Please also refer to Note 5 of **Appendix 2** when preparing **Proforma 5**.

14.5.2 Contingent financial planning

14.5.3 In exceptional situations where it is anticipated that the Contractor's Financial Commitments are insufficient to maintain Hospital operation, the Operator shall alert the Government and the Contractor so that the Government, the Contractor and the Operator will formulate aligned strategies and actions to ensure the disruption to the Hospital Services will be minimised. The Contractor will be obliged to cover the shortfall whether through its own means, procuring the Operator to obtain financing or otherwise.

14.5.4 Use of surplus and special use of Hospital funding in the Hospital account

The Operator shall seek the Government's approval for the use of surplus and Hospital funding for purposes other than supporting the Hospital's operation and repayment of the Operator's financial liabilities in relation to the provision of the Hospital Services.

Account and asset management at the Service End Date/the Extension Service End Date

At the end of the Service Period or the Service Extension Period (as applicable), all the capital assets of the Hospital including all furniture and equipment items, IT Systems, any positive balance in the Hospital accounts (including the Hospital surplus, the financial provision for development and maintenance needs (Clause 14.4.2(3) above) and other accounts and provisions will be transferred to the succeeding operator or any other party(ies) as specified by the Government.

(B) Financial Management

14.6 Financial Management

14.6.1 Objectives and obligations

The Operator must manage the Hospital's finance operations in line with the Hospital Missions and Functions as stated in Section 5 (Missions and Functions of the Hospital).

14.6.2 Governance structure

(1) Attention is drawn to the provisions on governance structure in Section 7 (Formation of the Operator) and Section 8 (Hospital Structure and System). The Operator shall set up a finance management system which shall form an integral part of the system and structure as stated in Section 8 (Hospital Structure and System); and

(2) The financial management system shall be capable of:

(a) Managing financial aspects of the Hospital corporate plan and annual plan;

(b) Managing financial planning, control, performance, monitoring and reporting aspects of the Hospital;

(c) Developing policy guidelines for all financial matters, including investment, business and insurance;

(d) Developing resource allocation policies;

(e) Preparing unaudited financial statements and providing assistance to auditors as required for preparation of audited financial statements;

(f) Monitoring and projecting the financial position of the Hospital; and

(g) Managing matters relating to risk, risk management and risk mitigation relevant to finance operations and other relevant areas contributing to the financial risk profile of the Hospital.

15 Education, Training and Research

(A) Education and Training

15.1 Objectives and obligations

15.1.1 The Operator shall provide education, training and facilitate research in line with the missions and functions as stated in Section 5 (Missions and Functions of the Hospital).

15.2 Governance structure

15.2.1 Attention is drawn to the provisions on governance structure in Section 7 (Formation of the Operator) and Section 8 (Hospital Structure and System). The Operator shall set up an education, training and research system which shall form an integral part of the system and structure as stated in Section 8 (Hospital Structure and System).

15.2.2 The education, training and research system shall facilitate the items covered in Clauses 15.3 to 15.13 below.

15.3 Collaboration with Universities

15.3.1 The Hospital and the Universities will collaborate on common interests and goals in line with the missions and functions as stated in Section 5 (Missions and Functions of the Hospital). The Operator shall develop an administrative platform to support the collaboration.

15.4 University Grants Committee-funded undergraduate CM programmes

15.4.1 CM clinical placement

<u>University Grants Committee-funded undergraduate CM programmes</u>

(a) The Operator shall provide clinical placement in the Hospital for University Grants Committee-funded undergraduate CM programmes starting from the second or the third 12-month period immediately after the Service Commencement Date as directed by the Government;

(b) A maximum commitment for the Operator in terms of trainer hours for each year to support undergraduate training by each university in the Hospital will be stipulated at the Tender stage. A schedule will be provided to quantify the required trainer hours according to nature, duration, frequency and trainer requirements of the training activities;

(c) An Annual Planning Mechanism to formulate the training requirements of each year shall be adopted by the Hospital. Requests for clinical placement in the following financial year initiated by individual Universities shall be discussed in the Education, Research and Ethics Committee under the HCE. Recommendations shall be discussed and endorsed in the Education and Research Committee of the Board of Directors and implementation of training shall be subject to funding approval from the Government;

(d) The Operator shall develop the required administrative and training platform in the Hospital to cater for the training requirements of the Universities. The Operator shall provide the necessary facilities in the Hospital to support the Hospital's education and training functions. Apart from the provision of offices to the Universities for supporting education, training and research, all training facilities shall be of shared uses; and

(e) Details of the funding of training activities are provided in Clause 14.3.4 above.

15.5 Basic post-registration clinical training

15.5.1 A basic post-registration clinical training programme catering for inexperienced CMPs with less than three (3) years of post-registration practice shall be established for selected CMPs to attain basic post-registration clinical expertise and clinical exposure in the Hospital.

15.5.2 For the basic post-registration clinical training programme, a

specified number of full-time equivalent[5] training posts shall be created in the Hospital catering for training of selected CMPs rotated from CMCTRs and/or other CM service providers. The specified number of training posts will be stipulated at the Tender stage. These CMPs will be seconded by CMCTRs and/or other CM service providers to work full-time and receive training at the Hospital. The Operator shall pay the respective CMCTRs and/or other CM service providers amounts to cover the remuneration of these CMPs for the rotation periods. In the event the number of CMPs rotated from CMCTRs and/or other CM service providers cannot fill all the training posts, CMPs meeting the experience requirement other than those from CMCTRs and/or other CM service providers may be recruited and admitted into the training programme. A portion of the remuneration may be funded by the designated training budget as described in Clause 14.3.4 above according to the following arrangement:

(1) For CMPs with less than one (1) year of post-registration experience, one hundred percent (100%) of staff remuneration will be funded by the designated training budget;

(2) For CMPs with more than one (1) but less than two (2) years of post-registration experience, sixty-seven percent (67%) of staff remuneration will be funded by the designated training budget; and

(3) For CMPs with more than two (2) but less than three (3) years of post-registration experience, thirty-three (33%) of staff remuneration will be funded by designated training budget.

15.5.3 Training under the basic post-registration clinical training programme shall commence at a time as directed by the Government within the first two (2) 12-month periods immediately after the Service Commencement Date.

[5] “Full-time equivalent" means working forty-four (44) or more hours a week.

15.5.4 Details of financial arrangements are set out in Section 14 (Finance Arrangement and Financial Management).

15.6 Advanced post-registration clinical training

15.6.1 An advanced post-registration clinical training programme catering for CMPs with over three (3) years of post-registration practice shall be established for selected CMPs to attain advanced post-registration clinical expertise and clinical exposure in the Hospital.

15.6.2 For the advanced post-registration clinical training programme, a specified number of full-time equivalent training posts shall be created in the Hospital for training of selected CMPs rotated from CMCTRs and/or other CM service providers, and private CMPs recruited from the community. These CMPs shall work part-time or full-time and receive training at the Hospital. CMPs from CMCTRs and/or other CM service providers shall be on secondment. For CMPs rotated from CMCTRs and/or other CM service providers, the Operator shall pay the respective CMCTRs and/or other CM service providers amounts to cover the remuneration of these CMPs for the rotation periods. CMPs recruited from the community shall be under the Operator's employment. Under this training programme, thirty-three percent (33%) of the remuneration will be funded by the designated training budget as described in Clause 14.3.4 above.

15.6.3 Training under the advanced post-registration clinical training programme shall commence at a time as directed by the Government in the second or third 12-month period immediately after the Service Commencement Date.

15.6.4 Details of financial arrangements are set out in Section 14 (Financial Arrangement and Financial Management).

15.7 Training for CM and ICWM professionals

15.7.1 Every year the Operator shall organise (on its own and/or in collaboration with related organisations/institutions) training programme at least once to provide clinical training for CM and

ICWM professionals including those in the community.

15.7.2 Details of financial arrangements are set out in Section 14 (Financial Arrangement and Financial Management).

15.8 Other healthcare related programmes

15.8.1 The Operator may provide other training support such as clinical placement (including postgraduate CM programmes) for students and trainees. Details of financial arrangements are set out in Section 14 (Financial Arrangement and Financial Management).

15.9 Continuous training for the Hospital staff

15.9.1 The Operator shall ensure that all Hospital staff (healthcare and non-healthcare) are competent to perform their roles and duties. The Operator shall assess training needs each year, organise and fund appropriate local/overseas training for Hospital staff.

15.9.2 Please refer to Clause 13.3.3 above for detailed requirements.

15.10 Education and training linkage, exchange and collaboration

15.10.1 The Operator shall establish education and training linkage, exchange and collaboration with counterparts in the Mainland and other regions outside Hong Kong for the Hospital.

15.10.2 At least once a year the Operator shall organise programmes inviting visiting experts/scholars from the Mainland or regions outside Hong Kong to teach and conduct training for local CMPs. The Operator shall assist these experts/scholars to obtain limited registration required under Hong Kong law necessary for them to perform such teaching and training.

15.10.3 Details of financial arrangements are set out in Section 14 (Financial Arrangement and Financial Management).

15.11 Other source(s) of training funding

15.11.1 The Operator is encouraged to seek alternative source(s) of funding to facilitate training.

(B) Research

15.12 CM research programme

15.12.1 The Operator shall organise initiatives for developing, conducting and organising CM and ICWM research. In addition, the Operator shall set up a system to encourage and facilitate research initiated by the Hospital staff. If it is agreed between the Operator and a university, the Operator shall facilitate research initiated by such university relating to CM, ICWM, CMs and/or proprietary CMs. With the setup of the CTRC, the Operator shall actively seek and take up opportunities (including collaboration with other parties) to conduct clinical research on proprietary CMs such as development of new clinical indications of existing proprietary CMs and new proprietary CMs.

15.12.2 The Operator shall organise or participate in research with institutions/organisations in and outside Hong Kong, and with local CMCTRs/CMPs in the community.

15.12.3 All research projects shall have prior research ethics approval by the Institutional Review Board of the Hospital or a recognised institution as determined by the Board of Directors.

15.12.4 Details of financial arrangements are set out in Section 14 (Financial Arrangement and Financial Management).

15.13 Research training of related CM and WM professionals

15.13.1 Every year the Operator shall organise (on its own and/or in collaboration with related organisations/institutions) programmes to develop the capability to conduct research and apply research outcomes for clinical practices of related CM and WM professionals including those in the community.

15.13.2 Details of financial arrangements are set out in Section 14 (Financial Arrangement and Financial Management).

15.14 Other source(s) of research funding

15.14.1 The Operator is encouraged to seek external/alternate source(s) of funding to facilitate research.

16 Set-up and Commissioning

16.1 Objectives and obligations

16.1.1 Please refer to Section 3 (Roles of the Government, the Contractor and the Operator), Section 6 (Terms of the Service Deed), and Section 7 (Formation of the Operator) for the roles and responsibilities of the Government, the Contractor and the Operator for the commissioning work.

16.1.2 The Contractor shall work closely with the Operator and ensure all commissioning work in relation to the Hospital is effectively delivered. The Contractor shall be responsible for funding all expenditures in connection with the commissioning work before the Service Commencement Date. The Government proposes to handover the management of the Premises (which include the Hospital building(s)) to the Operator around the end of 2024. The Government expects the Service Commencement Date to be in December 2024. Please refer to Section 11 (Premises, Facility Management and Furniture and Equipment) for more information.

16.2 Contractor's Project Team

16.2.1 Within six (6) months from the date of the issuance of the Letter of Conditional Acceptance to the Contractor, the Contractor shall form a team ("**Project Team"**) to carry out the commissioning work during Commissioning Period.

16.2.2 The Project Team shall include at least three (3) key members as specified below:

(1) One (1) member as Project Team leader to head the Project Team. The Project Team leader shall possess at least five (5) years' experience in senior hospital management including experience in commissioning of a hospital, as defined in Clause 3.1.2(3) of Part (II) Information to Applicants, in Hong Kong;

(2) One (1) member who is a registered nurse in Hong Kong. This person shall possess at least five (5) years'

experience in senior hospital management including experience in commissioning of a hospital, as defined in Clause 3.1.2(3) of Part (II) Information to Applicants, in Hong Kong;

(3) One (1) member shall possess at least five (5) years' experience in hospital administration and experience in commissioning of a hospital, as defined in Clause 3.1.2(3) of Part (II) Information to Applicants, in Hong Kong;

(4) Prior approval shall be obtained from the Government on replacement of these three (3) members of Project Team, and the replacements shall also meet the above stipulated requirements; and

(5) The Project Team must be deployed at least throughout the whole Phase I Commissioning Period. These three (3) members of the Project team shall not be involved in the recruitment process of the Operator's Core Management Team.

16.3 Operator's Core Management Team

16.3.1 The Contractor shall provide the Core Management Team within the period of eighteen (18) to twenty-four (24) months before the Service Commencement Date. Please refer to Clause 13.3.1 above on the requirements for and appointment of the Core Management Team.

16.4 Other professional support for the commissioning work

16.4.1 The Contractor shall also provide the following professional support:

(1) CM clinical experts of various fields;

(2) CMs experts;

(3) WM clinical experts of various fields including internal medicine, surgery, endoscopy, radiology and pathology;

(4) WM pharmacy experts on western pharmacy operation;

(5) Nursing experts of various fields such as outpatient operation, inpatient operation, central sterile supplies department operation, minor operation theatre operation, endoscopy facilities operation and electrophysiology study operation;

(6) Various allied health professional experts including in physiotherapy, occupational therapy, speech therapy, optometry, audiology, podiatry, prosthetic and orthotics, dietetics, clinical psychology, medical social work and other allied health professions; and

(7) Various hospital administration experts including experts in HR management, financial management, information technology development and management, procurement management and non-clinical supporting services.

16.4.2 During the Commissioning Period, the Contractor and the Operator shall deploy appropriate personnel to support the Government's commissioning work including joining meetings, carrying out tasks and providing input from the perspectives of users and Operator in connection with the Project.

16.5 Key commissioning tasks – Operator's incorporation and governance

16.5.1 Within nine (9) months from the date of issuance of the Letter of Conditional Acceptance to the Contractor, the Contractor shall incorporate the Operator as mentioned in Section 7 (Formation of the Operator).

16.5.2 The Project Team and Core Management Team's tasks shall also include the following as appropriate:

(1) Support the setting up of the Board of Directors and Committees;

(2) Provide executive and secretarial support to the Board of Directors;

(3) Seek endorsement and approval from the Board of Directors on Hospital policy, structure and systems, plans

and matters related to operation of the Hospital; and

(4) Report regularly to the Board of Directors on progress of the commissioning work.

16.5.3 The Government has established a Chinese Medicine Hospital Project Office under FHB to oversee the development of the Project, take forward the planning, tendering, construction and commissioning of the Hospital and commission a suitable non-profit making organisation to operate the Hospital. It has also set up a Steering Committee on Development of the Hospital, a Project Steering Committee and various groups[6] and user sub-groups in connection with the Project.

16.5.4 As directed by the Government, the Contractor and the Operator shall consult and attend meetings in Hong Kong with Government and other parties related to the delivery of the Project (see Clause 17.2.2 below).

16.6 Key commissioning tasks – Premises

16.6.1 The Contractor and the Operator shall attend and provide input both orally and in writing to work meetings on issues related to the design and requirements of the Premises, furniture and equipment, and facilities as directed by the Government.

16.6.2 These issues shall include but not limited to zoning plans for the Site, drawings for the buildings and structures of the Hospital needed to obtain regulatory approval, interior design drawings for the buildings and structures of the Hospital, off-site and onsite mock-ups of the Site and buildings and structures of the Hospital, building requirements related to furniture and equipment. If so directed by the Government, the Contractor and the Operator shall join site inspections.

[6] i.e. Project Executive Group, Project Procurement Group, Expert Group and User Group.

16.6.3 After the Site is handed over to the Operator, the Operator shall take over the management, maintenance (as appropriate) and security of the Site, and facilitate, coordinate all Site corrective and rectification works and acceptance.

16.6.4 Please also refer to Section 11 (Premises, Facility Management and Furniture and Equipment) for further information on handover of the Premises and subsequent maintenance.

16.7 Key commissioning tasks – furniture and equipment

16.7.1 The procurement arrangements on furniture and equipment items are described in Clause 11.4 above.

16.7.2 The Contractor and the Operator shall attend and provide input both orally and in writing to work meetings on furniture and equipment as directed by the Government.

16.7.3 The Contractor and the Operator shall assist the Government on the procurement of furniture and equipment items for the Hospital. Such assistance shall include the following:

(1) Input in finalising the overall furniture and equipment requirement of the Hospital;

(2) Input in the furniture and equipment procurement plan;

(3) Provide user specifications of furniture and equipment items, related building services requirements and user evaluation;

(4) Procure Government-funded furniture and equipment items as instructed by the Government;

(5) Take delivery and install furniture and equipment items; and

(6) Facilitate biomedical engineering acceptance and conduct user functional tests of furniture and equipment items.

16.7.4 The Government may require the Contractor and the Operator to provide manpower support to the Government in procuring furniture and equipment items. Such support, if required, will be specified at the Tender stage.

16.7.5 After the furniture and equipment items are handed over to the Operator, the Operator shall take over the management, maintenance and security of the furniture and equipment items.

16.8 Key commissioning tasks – information technology

16.8.1 Please refer to Section 12 (Information Technology) for further information on information technology.

16.8.2 The Government will fund and provide IT Systems as the Government considers necessary for the commencement of Hospital Services taking into account the future capacity of the Hospital. The Contractor and the Operator shall attend and provide input both orally and in writing to the work meetings on information technology as directed by the Government.

16.8.3 Based on the information technology development and installation plan as directed by the Government, these meetings will refine the plan to fit in with the phased opening plan committed in the Tender. The IT Systems plan will include coverage of development, installation, user acceptance tests of information technology, training of the use of information technology, and live run plans. The Contractor and the Operator shall perform the following tasks:

(1) Input for the finalisation of information technology infrastructure and systems requirements;

(2) Input on system design including operation model and workflow, authorisation and security, design and functionalities and system integration;

(3) Drawing up of the user requirements of the IT Systems; and

(4) Completion of all preparation and procedures for:

(a) handing over IT Systems including user acceptance tests;

(b) taking over of the IT Systems and equipment management, and maintaining and securing them; and

(c) facilitating and coordinating all equipment placement ready for the Service Period and implementation of the IT Systems plan including training of the Hospital staff.

16.9 Key commissioning tasks – other preparation work such as licencing, HR and supporting services

16.9.1 The Contractor and Operator shall complete all work required for the Hospital patient service commencement. These include but are not limited to the following:

(1) Acquisition of all licences necessary for commencement of Hospital Services by the Operator.

(2) Setting up the system and structure for operation of the Hospital. Please refer to Section 8 (Hospital Structure and System);

(3) Recruiting staff for the Hospital and providing necessary staff training;

(4) Preparing service contracts necessary for the commencement of Hospital Services; and

(5) Establishing stock of consumables and materials necessary for the commencement of Hospital Services.

16.10 Service test-run

16.10.1 The purpose of the test-run is to ensure the readiness of a team of key managerial and professional staff to deliver clinical services to patients in a coordinated and comprehensive manner on start of Hospital Services.

16.10.2 The test-run shall be conducted by the Contractor and have the following features:

(1) Conducted by staff designated for the Hospital;

(2) Involve an appropriate mix of management and clinical staff of various disciplines;

(3) In outpatient setting or other healthcare setting;

(4) Services provided under test-run shall be conducted outside the Hospital and shall not be considered as services under the Hospital; and

(5) The expenditures incurred in the conducting of test-run service shall be borne by the Contractor and not be covered by the commissioning fee (see Clause 16.11 below).

16.10.3 At the Tender stage, Prequalified Tenderers will be required to submit further proposal(s) on test-run service. Accepted proposal(s) at the Tender stage will be incorporated into the Service Deed.

16.10.4 Each Applicant is invited to submit a completed **Proposal PII-14** to propose the service test-run plan. This proposal shall not be scored in this Prequalification Exercise. Please refer to Clauses 16.10.1 and 16.10.2 above when preparing **Proposal PII-14**.

16.11 Commissioning fee

16.11.1 Under the Service Deed, the Government shall agree to pay the Contractor an amount (commissioning fee) for the Contractor's performance of the commissioning work listed under Sections 16 to the satisfaction of the Government. Attention is drawn to Clauses 16.1.2 and 16.10.2(5) above. Prequalified Tenderers are required to submit proposal(s) for the amount of the Commissioning fee at the Tender stage. Further details of such shall be provided at the Tender stage.

17 Service Deed Management

17.1 Tender documentation

17.1.1 When a Prequalified Tenderer is selected to be awarded the Service Deed (i.e. it will be the successful Tenderer), it will be notified of the award by a Letter of Conditional Acceptance. The successful Tenderer must within the specified time frames from the date of the Letter of Conditional Acceptance:

(1) Incorporate the Operator in accordance with the Government's requirements;

(2) Execute, and procure the Operator to execute, the Service Deed; and

(3) If required by the Government, submit to the Government a Service Deed deposit (the "**Service Deed Deposit**") (see Clause 17.4.4 below) to secure successful performance of the obligations of the successful Tenderer and the Operator under the Service Deed. Details of the Service Deed Deposit will be provided at the Tender stage.

17.1.2 The Service Deed will be a tripartite agreement between the Government, the successful Tenderer (i.e. the Contractor) and the Operator (to be formed as a pre-condition as mentioned above). The Service Deed will incorporate the Contractor's proposal(s) submitted and as considered appropriate by the Government.

17.1.3 Terms and conditions of the Service Deed are set out in Section 6 (Terms of the Service Deed).

17.2 Contractor Representative and public engagement

17.2.1 Within two (2) months of the issue of Letter of Conditional Acceptance, and throughout the Service Deed Period, the Contractor shall appoint a Contractor Representative to represent and act for the Contractor.

17.2.2 During the Service Deed Period, the Contractor and the Operator shall consult and attend meetings in Hong Kong with the Government and organisations, agencies, the Legislative Council, District Councils, media, representatives from CM trade and industries, healthcare related authorities, professional bodies, committees and parties as directed by the Government in connection with the Project. When required by the Government, the Contractor and the Operator shall brief, report, present issues including plans and progress.

17.3 Service Deed compliance/performance management

17.3.1 The Contractor and the Operator shall comply with the terms and conditions of the Service Deed. The Operator shall set up a Service Deed compliance reviewing and checking system as stated in the Specific Requirements on Selective Areas of Clauses 8.2.1(10) and 8.12.1(9) above, to meet all the requirements as stipulated under the Service Deed.

17.3.2 The Contractor and the Operator's compliance with the Service Deed will be taken into account by the Government in setting the Management Fee. Details of the Management Fee are set out in Clause 14.4.2(2) above.

17.3.3 During the Service Deed Period, the Contractor and the Operator shall report to the Government regularly on their compliance with the Service Deed.

17.4 Service Deed management execution

17.4.1 The Government shall, inter alia, have the following measures available to it in managing execution of the Service Deed, if the performance of the Contractor and/or the Operator is unsatisfactory:

(1) Refusal to extend the Service Period of the Service Deed;

(2) Management Fee;

(3) Service Deed Deposit;

(4) Written advice;

(5) Written instructions;

(6) Termination/change of membership of the Core Management Team;

(7) Step-in right; and

(8) Early termination of the Service Deed.

17.4.2 Refusal to extend the Service Period of the Service Deed

The Government may choose not to exercise its option to extend the Service Deed for a maximum of five (5) years after the 10-year Service Period.

17.4.3 Management Fee

The amount of the Management Fee permitted to be charged by the Contractor shall be linked to the performance of the Contractor and Operator under the Service Deed. Please refer to Clause 14.4.2(2) above for details.

17.4.4 Service Deed Deposit

(1) The Contractor shall pay the Service Deed Deposit either in cash or in the form of a banker's guarantee. The amount of the Service Deed Deposit will be advised at the Tender stage; and

(2) If:

(a) the Contractor or the Operator fails to comply with any provision of the Service Deed, the Government may deduct from the Service Deed Deposit paid in cash, or call on the banker's guarantee to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government arising from or relating to such failure; or

(b) any amount is due or payable by the Contractor or the Operator to the Government under the Service Deed, the Government may deduct from

the Service Deed Deposit paid in cash, call on the banker’s guarantee or in other form to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Contractor.

17.4.5 Written advice

(1) In the event the Government issues written advice to the Contractor or the Operator on areas requiring improvement, the Contractor and/or the Operator shall be required under the Service Deed to provide response to such advice. If so required by the Government, the advice shall include analysis, a remedial plan including outcome indicators and execution timeline and measures on how to improve the said areas. If so directed by the Government, the Contractor and/or the Operator shall implement the measures to the satisfaction of the Government.

(2) If the Contractor or the Operator is not able to implement the specified actions within the stipulated timeline to the satisfaction of the Government, the Government shall be entitled to treat such failure as unsatisfactory performance and may resort to other contract management actions as stated in Clause 17.4.1 above.

17.4.6 Written instructions

(1) The Government may issue written instructions to the Contractor and/or the Operator on areas requiring actions by the Contractor and/or the Operator. The Contractor and/or the Operator are required to provide implementation plan(s) and implement specified actions to the satisfaction of the Government.

(2) If the Contractor or the Operator is not able to implement the specified actions within stipulated timeline to the satisfaction of the Government, the Government shall be entitled to treat such failure as unsatisfactory performance and may resort to other contract management actions as stated in Clause 17.4.1 above.

17.4.7 Termination/change of members of the Core Management Team

The Government reserves the rights to terminate or require replacement of any member of the Core Management Team.

17.4.8 Step-in right

Inter alia under the Service Deed, the Government shall have step-in rights to temporarily take or assume total or partial possession, management and control of the Hospital or the Hospital Services.

17.4.9 Early termination of the Service Deed

(1) The Contractor or the Government may terminate the Service Deed by two (2) years' written notice to another party;

(2) At any time after the occurrence of any specified event, the Government may terminate the Service Deed immediately by giving notice to the Contractor. Specified events will be further prescribed at the Tender stage; and

(3) In the event:

(a) If the Contractor terminates the Service Deed without serving a written notice on the Government in accordance with Clause 17.4.9(1) above, or

(b) the Government terminates the Service Deed due to occurrence of any of the specified events (see Clause 17.4.9(2) above),

the Contractor shall indemnify the Government against any losses or costs which the Government may suffer as a result of such termination.

17.5 Exit management plan

The Service Deed shall include obligations for the Contractor and the Operator to submit an exit management plan in respect of orderly transition of the Hospital Services from the Contractor and the Operator to the Government or a third party designated by the Government, or in respect

of termination of the Hospital operation and closure of the Hospital, in the event of termination or expiry of the Service Deed.

17.6 Dispute resolution

The Service Deed shall contain a provision on dispute resolution mechanism involving mediation and arbitration should there be any dispute between the parties arising out of or in relation to the Service Deed.

Part (IV) INFORMATION REQUIRED FROM APPLICANTS

1. An Applicant shall submit all of the following proformas of return and proposals:

(a) **Proforma of Return**

(i) A signed Licence at **Proforma 3** shall be submitted before the Application Closing Date.

(b) **Proposals and Proformas of Return**

(i) Category 1 Information – Essential Requirements

(ii) Category 2 Information – Proposals and Proformas of Return to be Scored

(iii) Category 3 Information – Proposals not to be Scored

Proformas of return or proposals required from an Applicant are summarised as below. Proposals are named according to their main or relevant Clause and Part in the Prequalification Document. For example, Proposal PIII-8a means the proposal is relevant to Section 8 (Hospital Structure and System) in Part (III) Service Deed Information. Proposal PII-14 means the proposal is relevant to Clause 14 of Part (II) Information to Applicants. The Applicant is required to indicate the page number of those completed proposals and proformas in its submission in the last column:

No.	Relevant Part/Section/ Clause in the Prequalification Document	Information Required	Proposal / Proforma of Return to be completed	Summary of Information to be provided by Applicant (This column to be filled in by Applicant)
(i)	**Category 1 Information – Essential requirements**			
1.	Clauses 3.1 and 4.1 of Part (II) Information to Applicants	Particulars and Experience of Applicant	Proforma 1	At page(s) _____ of the Application
(ii)	**Category 2 Information– Proposals and Proformas of Return to be scored**			
1.	Section 7 and Section 8 of Part (III) Service Deed Information and Note 1 of Appendix 2	Organisation Plan	Proposal PIII-8a	At page(s) _____ of the Application
2.	Clauses 9.4.1 to 9.4.7 of Part (III) Service Deed Information and Note 2 of Appendix 2	Service Opening and Development Plan 5-year Plan to Develop Specialised CM Services	Proposal PIII-9a	At page(s) _____ of the Application
3.	Clauses 9.5.1 to 9.5.3 of Part (III) Service Deed Information and Note 2 of Appendix 2	Service Opening and Development Plan 3-year Plan to Develop Special Disease Programmes	Proposal PIII-9b	At page(s) _____ of the Application
4.	Clauses 9.6.1 and 9.6.2 of Part (III) Service Deed Information and Note 2 of Appendix 2	Service Opening and Development Plan 5-year Plan on Phased Bed Provision	Proposal PIII-9c	At page(s) _____ of the Application
5.	Clauses 9.6.3 (1) to (9) of Part (III) Service Deed Information and Note 2 of Appendix 2	Service Opening and Development Plan 5-year Plan on Phased Outpatient Service Provision	Proposal PIII-9d	At page(s) _____ of the Application

No.	Relevant Part/Section/ Clause in the Prequalification Document	Information Required	Proposal / Proforma of Return to be completed	Summary of Information to be provided by Applicant (This column to be filled in by Applicant)
6.	Clauses 9.6.4 (1) to (3) and 9.6.1 (1) of Part (III) Service Deed Information and Note 2 of Appendix 2	Service Opening and Development Plan 5-year Plan for Delivering Community Outreach Services	Proposal PIII-9e	At page(s) _____ of the Application
7.	Section 9 of Part (III) Service Deed Information and Note 2 of Appendix 2	Service Opening and Development Plan Implementation Plan	Proposal PIII-9f	At page(s) _____ of the Application
8.	Section 13 of Part (III) Service Deed Information, Appendix 7 and Note 3 of Appendix 2	Core Management Team	Proposal PIII-13a	At page(s) _____ of the Application
9.	Section 13 of Part (III) Service Deed Information, Appendix 7 and Note 3 of Appendix 2	Grade Structure	Proposal PIII-13b	At page(s) _____ of the Application
10.	Clause 3.3 of Part (III) Service Deed Information and Note 4 of Appendix 2	Experience of Applicant's Proposed Management Team	Proforma 4	At page(s) _____ of the Application
11.	Clause 14.5.1 of Part (III) Service Deed Information, Clauses 3.2.2 and 3.2.4 of Part (II) Information to Applicants and Note 5 of Appendix 2	Financial Capability of the Applicant	Proforma 5	At page(s) _____ of the Application
(iii) Category 3 Information – Proposals not to be scored				
1.	Clause 14 of Part (II) Information to Applicants	Proposals Conducive to the Hospital Development	Proposal PII-14	At page(s) _____ of the Application

Appendix 1

ARTICLES OF ASSOCIATION OF THE OPERATOR

THE COMPANIES ORDINANCE (CHAPTER 622)

XXX Company Limited by Guarantee

ARTICLES OF ASSOCIATION

OF

[English Company Name, e.g. XXX Chinese Medicine Hospital Limited]

[Chinese Company Name, e.g. XXX 中醫醫院有限公司]

---

1. Company name

The name of the company (the "Company") is "[English Name (Chinese Name)]".

2. Interpretation

(1) In these Articles:-

"Alternate" and "Alternate Directors"	means a person appointed by an Official Director as an alternate under Article 31(1) hereof;
"Appointor"	as mentioned in Article 31(1) hereof;
"Articles"	means the articles of association of the [English Company Name];
"Associated	means the subsidiary or holding company of the

Company”	Company (if any) or a subsidiary of the Company’s holding company (if any);
“Board of Directors”	means the board of directors of the Company;
“Chairperson”	means the person appointed as the chairperson to chair the meeting of the Board of Directors in accordance with Article 27(2);
“Committee”	means the committee to which the Board of Directors delegate any of their powers under the Articles of Association;
“Company”	means the [English Company Name : XXX CMH Limited];
“Company Secretary”	means the person appointed by the Board of Directors from time to time to perform the duties of the company secretary of the Company;
“Service Deed”	means the contract dated [•] signed between the Company, the Contractor and the Government to operate the Hospital;
“Corporate Member”	means the member which is a body corporate;
“Core Management Team”	means a team of persons including the HCE, the Deputy HCE (Chinese Medicine), the Deputy HCE (Western Medicine), the General Manager (Nursing), the General Manager (Finance) and the General Manager (Administrative and Human Resources);
“Director”	means any person for the time being appointed as a member of the Board of Directors;
“Executive Director”	means the person for the time being appointed as the executive director of the Company in accordance with these Articles;

"HCE"	means the Hospital Chief Executive of the Hospital;
"Hospital"	means the hospital institution providing services and operations under the Service Deed including those relating to clinical, non-clinical, education and training and research;
"Hospital Services"	means all services and operations in relation to the Hospital under the Service Deed including those relating to clinical, non-clinical, education and training and research;
"Member"	means a member of the Company for the time being;
"Mental Incapacity" or "Mentally Incapacitated Person"	means in respect of a person, being incapable of managing one's property and affairs as declared by a court of competent jurisdiction or certified by a medical practitioner duly registered under the Medical Registration Ordinance (Chapter 161 of the Laws of Hong Kong) to be so incapable;
"month"	means a calendar month;
"Non-corporate Member"	means a member of the Company who is a natural person;
"Official Director"	means PSH, [*title of Government official to be confirmed*] and [*title of Government official to be confirmed*];
"Ordinance"	means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
"PSH"	means any person from time to time occupying the post of the Permanent Secretary for Food and Health (Health) of the Government;
"Contractor"	means the successful Tenderer which is awarded the Service Deed; and

"year" means calendar year.

(2) Words denoting the singular shall include the plural and vice versa. Words denoting one gender shall include all genders. Words denoting persons shall include corporations.

(3) Other words or expressions used in these Articles have the same meaning as in the Ordinance as in force on the date these Articles become binding on the Company.

(4) References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.

(5) For the purposes of these Articles, a document is authenticated if it is authenticated in any way in which section 828(5) or 829(3) of the Ordinance provides for documents or information to be authenticated for the purposes of the Ordinance.

3. Registered office

The registered office of the Company will be situated in Hong Kong.

4. Model articles

The articles set out in Schedule 3 to the Companies (Model Articles) Notice (Chapter 622H of the Laws of Hong Kong) do not apply to the Company.

5. Liability of Member(s)

(1) The liability of the Member(s) is limited.

(2) Every Member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member, or within one (1) year afterwards, for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding the amount specified below:

Class of Member	Corporate Member
Amount to be contributed by the Corporate Member	[To be defined at the Tender stage]

Class of Member	Non-Corporate Member
Amount to be contributed by each Non-corporate Member	HK$ 100

6. Objects

The objects for which the Company is established are to ensure that the Hospital can fulfil its missions and functions with key missions and functions as follows:

(a) The Hospital will serve as the flagship Chinese medicine institution leading the development of Chinese medicine and Chinese medicines in Hong Kong;

(b) The Hospital will be a change driver, promoting service development, education and training, innovation and research;

(c) The Hospital will execute and implement the Government's policies on Chinese medicine;

(d) On the provision of healthcare services, the Hospital will be an integral part of the healthcare system of Hong Kong. The Hospital will seek to offer quality Chinese medicine services meeting Hong Kong's healthcare needs, with patient experience and safety being the top priorities.

  (i) Hospital services will cover primary, secondary and tertiary care with a view to promoting the development of specialised CM services.

  (ii) The Hospital will provide pure Chinese medicine services and services with Chinese medicine playing the predominant role including Integrated Chinese and Western Medicine services.

(iii) On the scope of service provision, the Hospital will have inpatient, day, out-patient and community services.

(iv) The Hospital will develop a comprehensive range of specialised CM services and identify specific priority disease areas where Chinese medicine has specific advantages for strategic development.

(v) The Hospital Services may cover episodic and chronic diseases, complex diseases, convalescence, rehabilitation and, palliative care. However, the Hospital will not have accident and emergency services, general anaesthetic surgical services, intensive care services and child delivery services.

(vi) The Hospital will provide government subsidised hospital service to local residents of Hong Kong and offer add-on market oriented services.

(e) On education and training, the Hospital will function as a platform for promoting basic and advanced training in Chinese medicine.

(i) The Hospital will organise on its own and/or in collaboration with academia, Chinese Medicine Centres for Training and Research and other related institutions, specific healthcare training and provide education opportunities to related Chinese medicine and Western medicine professionals in Hong Kong;

(ii) The Hospital will collaborate with and support the three universities in Hong Kong with School of Chinese Medicine to provide clinical placement for their undergraduate and postgraduate students.

(iii) The Hospital will also provide continuous training to the Hospital staff in ensuring that all staff members are competent, updated with knowledge and skill for delivery of quality and safe patient services and able to conduct effective training, organise high standard research and

develop and manage effective and efficient hospital systems.

(f) On research, the Hospital will promote the research and development of Chinese medicine and Chinese medicines in Hong Kong. The Hospital will collaborate with local and overseas universities and educational bodies to promote evidence-based clinical research for Chinese medicine and Integrated Chinese and Western Medicine, develop research in Chinese medicine theories, research in clinical use of Chinese medicines including proprietary Chinese medicines, and provide research training to Chinese medicine and Western medicine professionals.

(g) On collaboration, the Hospital will be an integral part of the healthcare system of Hong Kong and establish partnership and collaboration with relevant parties in healthcare and non-healthcare sectors. The Hospital will establish linkage, exchange and partnership with counterparts in both the Mainland and regions outside Hong Kong for promotion of Chinese medicine and Chinese medicines development. The Hospital together with the Chinese Medicine Centres for Training and Research will build a platform to facilitate service development, patient flow, knowledge flow, talent flow, partnership and collaboration in service, training, education and research.

(h) On creating health values, the Hospital will, through evidence-based research, develop new clinical uses, widen clinical applications and extend clinical outcomes of Chinese medicine and Chinese medicines. The Hospital will promote the health values of Chinese medicine to the public in better understanding of Chinese medicine, adopting Chinese medicine approaches in daily living and using Chinese medicine services in achieving health.

7. Power of the Company

The Company has power to do anything which may attain or further its objects, or is conducive or incidental to doing so.

8. Application of income and property

(1) The income and property of the Company shall be applied solely towards the promotion of the Objects as set out in these Articles.

(2) Subject to Article 8(4) hereof, none of the income or property of the Company may be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever to any Member of the Company.

(3) No Director shall be appointed to any salaried office of the Company, or any office of the Company paid by fees.

(4) The requirements under Articles 8(2) and 8(3) above do not prevent the payment by the Company:

(a) of reasonable and proper reimbursement to a Member for any goods or services supplied by him or her to the Company;

(b) (without prejudice to Article 19 hereof) of reimbursement to a Director for out-of-pocket expenses properly incurred by him or her for the Company;

(c) of rent to a Member or a Director for premises let by him or her to the Company provided that the amount of the rent and the other terms of the lease must be reasonable and proper, and such Member or Director must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;

(d) of remuneration or other benefit in money or money's worth to a body corporate in which a Member or a Director is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth (1/100) part of its capital or controlling not more than a one-hundredth part (1/100) of its votes; and

(e) for returning to the Government or the Contractor any funds provided directly or indirectly to the Company in accordance with the Service Deed.

9. Non-profit making

The Company shall be non-profit making.

DIRECTORS

10. Number of Directors

(1) Unless otherwise determined by an ordinary resolution of the Company, the number of Directors of the Company shall be twenty-three (23).

(2) The first Directors of the Company shall at least include the persons referred to in Article 12(1)(a), (c), (e), (g), (k), (n), (o) and (p).

APPOINTMENT AND REMOVAL OF DIRECTORS

11. Appointment of Directors

(1) Subject to Article 36(1) hereof, a person who is willing to act as a Director, and is permitted by law to do so (other than the persons referred to in Article 12(1)(a), (c), (e), (g), (k) and the persons referred to in Article 12(1)(l) to (p)) may be appointed by a majority (who must include PSH or his Alternate) of the Board of Directors.

(2) Each of the persons referred to in Article 12(1)(l) to (p), shall, ex-officio, be a Director and his term as the Director shall be deemed to be his term of office and on termination or expiry of his term of office, he shall retire from the office of the Director.

(3) Unless otherwise specified in the appointment and subject to Articles 11(2), 13 and 36(2) hereof, a Director shall first hold office for a term of three (3) years and his directorship may be renewed for a second term of three (3) years. No further extension of the appointment beyond the second term of the same Director is allowed for persons referred to in Article 12(1)(a) to (g).

12. Composition of the Board of Directors

(1) Subject to Articles 11(1) and 12(2), the following persons shall be Directors:

(a) two (2) representatives from the field of Chinese medicine clinical practice who are Registered Chinese medicine practitioners in Hong Kong nominated by PSH;

(b) two (2) representatives from the field of Chinese medicine clinical practice who are Registered Chinese medicine practitioners in Hong Kong nominated by the Contractor;

(c) one (1) representative from the field of Chinese medicines with background of Chinese medicines trade nominated by PSH;

(d) one (1) representative from the field of Chinese medicine herb with background of Chinese medicine trade nominated by the Contractor;

(e) one (1) representative from the field of Western Medicine who is a Registered Medical Practitioner in Hong Kong nominated by PSH;

(f) one (1) representative from the field of Western Medicine who is a Registered Medical Practitioner in Hong Kong nominated by the Contractor;

(g) four (4) representatives nominated by PSH;

(h) one (1) representative from and nominated by the University of Hong Kong;

(i) one (1) representative from and nominated by the Chinese University of Hong Kong;

(j) one (1) representative from and nominated by the Hong Kong Baptist University;

(k) two (2) representatives from and nominated by the Hospital Authority;

(l) two (2) directors of the board of directors of the Contractor nominated by the Contractor;

(m) HCE;

(n) PSH;

(o) [*title of Government official to be confirmed*]; and

(p) [*title of Government official to be confirmed*].

(2) When the Company ceases to manage and operate the Hospital, the Directors mentioned in Article 12(1) may resign. Notwithstanding Article 11(1), the Corporate Member shall reorganize the Board of Directors.

13. Disqualification and removal of Directors

A person ceases to be a Director if the person-

(a) ceases to be a Director under the Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or is prohibited from being a Director by law;

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c) becomes a Mentally Incapacitated Person;

(d) resigns the office of Director by notice in writing in accordance with section 464(5) of the Ordinance; or

(e) is a Director referred to in Article 12(1)(a) to (k) and is removed from the office of Director by a majority of the Board of Directors.

DIRECTORS' POWERS AND RESPONSIBILITIES

14. Directors' general authority

(1) Subject to the Ordinance and these Articles, the operations and affairs of the Company are managed by the Board of Directors, who may exercise all the powers of the Company.

(2) An alteration of these Articles does not invalidate any prior act of the Board of Directors that would have been valid if the alteration had not been made.

(3) The powers given by this Article are not limited by any other power given to the Board of Directors by these Articles.

(4) A meeting of the Board of Directors at which a quorum is present may exercise all powers exercisable by the Board of Directors.

15. Member's reserve power

(1) The Member(s) may, by special resolution, direct the Board of Directors to take, or refrain from taking, specified action.

(2) The special resolution does not invalidate anything that the Board of Directors has done before the passing of the resolution.

16. Delegation of powers by Board of Directors

(1) Subject to these Articles and Article 16(3), the Board of Directors may, if it thinks fit, delegate any of the powers that are conferred on it under these Articles-

(a) to any person or Committee;

(b) by any means (including by power of attorney); and

(c) on any terms and conditions as the Board of Directors may see fit.

(2) The Board of Directors may-

(a) revoke the delegation wholly or in part; or

(b) revoke or alter its terms and conditions.

(3) The following powers cannot be delegated by the Board of Directors:

(a) appointment and removal of any member of the Core Management Team;

(b) establishment and dissolution of any Committee;

(c) determining the terms and conditions of the employment of Hospital staff; and

(d) determining the fees and charges of the clinical patient services of the Hospital.

17. Committees

(1) Subject to Article 17(2), a Committee may consist of such member or members who may or may not be Directors.

(2) Each Committee shall have at least two Directors. The chairperson of any Committee shall be a Director and appointed by the Board of Directors.

(3) A person can only be appointed to be a member of any Committee by the Board of Directors.

(4) A person ceases to be a member of any Committee if the person-

(a) resigns by notice in writing to the Company; or

(b) is removed from the position as a member of a Committee by a majority of the Board of Directors.

(5) The number of members of each Committee shall be not less than six (6) but not more than twelve (12).

(6) The Board of Directors may make rules providing for the conduct of business of the Committees to which they have delegated any of their powers.

(7) The Committees must comply with the rules as referred to in Article 17(6).

(8) A decision of a Committee may only be taken by a majority of the members of the Committee at a meeting of the Committee. If the numbers of votes for and against a proposal are equal in such meeting, the chairperson of the Committee or any other person chairing the meeting of the Committee has a casting vote, unless the chairperson or such other person chairing the meeting of the Committee (as the case may be) is not to be counted as participating in the decision-making process for quorum or voting purposes in that meeting.

REMUNERATIONS AND BENEFITS TO THE DIRECTORS

18. Directors' remuneration

No Director shall be appointed to any salaried office of the Company or any office of the Company paid by fees. Subject to Articles 8(4) and 19 hereof, no remuneration or other benefit in money or money's worth shall be given by the Company to any Directors.

19. Directors' expenses

The Company may pay any travelling, accommodation and other expenses properly incurred by the Directors and members of the Committees in connection with-

(a) their attendance at-

(i) meetings of the Board of Directors or Committees (as the case may be); or

(ii) general meetings; or

(b) the exercise of their powers and the discharge of their responsibilities in relation to the Company.

CONFLICTS OF INTERESTS

20. Conflicts of interests

(1) This Article applies if-

(a) a Director is in any way (directly or indirectly) interested in a transaction, arrangement or contract with the Company that is significant in relation to the Company's operations; and

(b) the Director's interest is material.

(2) The Director must declare the nature and extent of the Director's interest to the other Directors in accordance with section 536 of the Ordinance.

(3) The Director and the Director's Alternate must neither-

(a) vote in respect of the transaction, arrangement or contract in which the Director is so interested; nor

(b) be counted for quorum purpose in respect of the transaction, arrangement or contract.

(4) Paragraph (3) does not preclude the Alternate from-

(a) voting in respect of the transaction, arrangement or contract on behalf of another Appointor who does not have such an interest; and

(b) being counted for quorum purposes in respect of the transaction, arrangement or contract.

(5) If the Director or the Director's Alternate contravenes paragraph (3)(a), the vote must not be counted.

(6) A reference in this Article to a transaction, arrangement or contract includes a proposed transaction, arrangement or contract.

(7) Paragraph (3) does not apply to any Official Director in respect of matters affecting the public interest or the interests of the Government.

(8) Notwithstanding paragraph (3), a Director who has declared his interest pursuant to Article 20(2) may attend the meeting for the proposed transaction, arrangement or contract in which the Director is so interested, but he can neither vote nor be counted for quorum purpose.

(9) Notwithstanding paragraph (3), an Official Director may attend, be counted for quorum purpose and vote in respect of any transaction, arrangement, contract or matter that affects or may affect the public interest or the interest of the Government. In doing so, an Official Director may give primary consideration to the public interest.

21. Supplementary provisions as to conflicts of interest

(1) No Director (other than the Executive Director) may hold any other office under the Company in conjunction with the office of Director.

(2) A Director or intending Director is not disqualified by the office of Director from contracting with the Company-

(a) with regard to the tenure of the office of the Executive Director; or

(b) as vendor, purchaser or otherwise.

(3) The contract mentioned in paragraph (2) or any transaction, arrangement or contract entered into by or on behalf of the Company in which any Director is in any way interested is not liable to be avoided.

(4) A Director who has entered into a contract mentioned in paragraph (2) or is interested in a transaction, arrangement or contract mentioned in paragraph (3) is not liable to account to the Company for any profit realised by the transaction, arrangement or contract by reason of-

(a) the Director holding the office; or

(b) the fiduciary relation established by the office.

(5) Paragraph (1), (2), (3) or (4) only applies if the Director has declared the nature and extent of the Director's interest under the paragraph to the other Directors in accordance with section 536 of the Ordinance.

(6) A Director of the Company may be a Director or other officer of, or be otherwise interested in-

(a) any company promoted by the Company; or

(b) any company in which the Company may be interested as shareholder or otherwise.

(7) Subject to the Ordinance, the Director is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from the Director's interest in, the other company unless the Company otherwise directs.

(8) For the avoidance of doubts, the provisions on conflict of interest under Article 20 hereof and this Article also applies to Committees, and the provisions referring to the Directors under Article 20 hereof and this Article shall apply to the members of the Committees mutatis mutandis.

PROCEEDINGS OF BOARD OF DIRECTORS

22. Directors to take decision collectively

A decision of the Board of Directors may only be taken-

(a) if the matter affects or may affect the public interest or the interests of the Government, by a majority of the Directors at a meeting, which must include PSH or his Alternate as a Director;

(b) if otherwise than the condition in Article 22(a), by a majority of the Directors at a meeting, which does not need to include PSH or his Alternate as a Director; or

(c) in accordance with Article 23 hereof.

23. Unanimous decisions of the Board of Directors

(1) A decision of the Board of Directors may take the form of a resolution in writing, copies of which have been signed by each eligible Director in writing.

(2) A reference in this Article to eligible Directors is a reference to Directors who would have been entitled to vote on the matter if it had been proposed as a resolution at a meeting of the Board of Directors.

(3) A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at a meeting of the Board of Directors.

24. Calling meetings of the Board of Directors

(1) Any Director may call a meeting of the Board of Directors by giving notice of the meeting to the Directors or by authorising the Company Secretary to give such notice.

(2) Notice of a meeting of the Board of Directors must indicate-

(a) its proposed date and time; and

(b) where it is to take place.

(3) Notice of a meeting of the Board of Directors must be given to each Director in writing at least two (2) working days in advance, unless otherwise agreed by the Chairperson.

(4) Meeting of the Board of Directors shall be held at least quarterly.

25. Participation in meetings of the Board of Directors

(1) Subject to these Articles, Directors participate in a meeting of the Board of Directors, or part of a meeting of the Board of Directors, when-

(a) the meeting has been called and takes place in accordance with these Articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether the Directors are participating in a meeting of the Board of Directors, it is irrelevant where a Director is and how they communicate with each other.

(3) If all the Directors participating in a meeting of the Board of Directors are not in the same place, they may regard the meeting as taking place wherever any one of them is.

26. Quorum for meetings of the Board of Directors

(1) At a meeting of the Board of Directors, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for a meeting of the Board of Directors:

(a) may be fixed from time to time by a decision of the Board of Directors;

(b) unless otherwise fixed, is half (1/2) of the total number of the Directors at the time of the meeting; and

(c) must include PSH or his Alternate unless he should not be counted for quorum purposes pursuant to Article 20(3).

(3) Notwithstanding Article 26(2), under exceptional circumstances as determined in writing by PSH, the Chairperson and the Executive Director, the quorum for a meeting of the Board of Directors may be fixed by PSH, the Chairperson and the Executive Director. Such quorum must be six (6) or more directors and shall include PSH or his Alternate, the Chairperson and the Executive Director unless they should not be counted for quorum purposes pursuant to Article 20(3).

27. Chairing of meetings of the Board of Directors and Chairperson's casting vote at meetings of the Board of Directors

(1) PSH shall chair the meetings of the Board of Directors until the Chairperson is appointed at the earliest opportunity pursuant to Article 27(2).

(2) The Director(s) may by a majority (who must include PSH or his Alternate) appoint a Director, other than the Executive Director, as the Chairperson to chair the meetings of the Board of Directors.

(3) The Director(s) may by a majority terminate the appointment of the Chairperson at any time.

(4) The Chairperson shall first hold office for a term of three (3) years and his chairpersonship may be renewed for a second term of three (3) years. No further extension of the appointment of the same Chairperson is allowed.

(5) If the Chairperson is not participating in a meeting of the Board of Directors within fifteen (15) minutes of the time at which it was to start or is unwilling to chair the meeting, the participating Directors may appoint one of themselves to chair it.

(6) If the numbers of votes for and against a proposal are equal, the Chairperson or other Director chairing the meeting of the Board of Directors has a casting vote.

(7) Paragraph (5) does not apply if, in accordance with these Articles, the Chairperson or other Director chairing the meeting of the Board of Directors is not to be counted as participating in the decision-making process for quorum or voting purposes.

28. Validity of decisions of the Board of Directors

The acts of any meeting of the Board of Directors or the acts of any person acting as a Director are as valid as if each Director or the person had been duly appointed as a Director and was qualified to be a Director, even if it is afterwards discovered that-

(a) there was a defect in the appointment of any of the Directors or of the person acting as a Director;

(b) any one or more of them were not qualified to be a Director or were disqualified from being a Director;

(c) any one or more of them had ceased to hold office as a Director; or

(d) any one or more of them were not entitled to vote on the matter in question.

29. Record of decisions of the Board of Directors to be kept

The Board of Directors must ensure that the Company keeps a written record of every decision taken by the Board of Directors under Article 22 during the term of the Service Deed or ten (10) years from the date of the decision whichever is longer.

30. Board of Directors to make further rules

Subject to these Articles, the Board of Directors may make any rule that it thinks fit about-

(a) how it takes decisions; and

(b) how the rules are to be recorded or communicated to the Directors.

ALTERNATE DIRECTORS

31. Appointment and removal of Alternates

(1) An Official Director as Appointor may appoint as an Alternate any person in the Government. Other Directors shall not appoint any Alternate.

(2) An Alternate may exercise the powers and carry out the responsibilities of the Alternate's Appointor, in relation to the taking of decisions by the Board of Directors in place of the Alternate's Appointor.

(3) An appointment or removal of an Alternate by the Alternate's Appointor must be effected-

(a) by notice to the Company; or

(b) in any other manner approved by the Board of Directors.

(4) The notice must be authenticated by the Appointor.

(5) The notice must-

(a) identify the proposed Alternate; and

(b) if it is a notice of appointment, contain a statement authenticated by the proposed Alternate indicating the proposed Alternate's willingness to act as the Alternate of the Appointor.

32. Rights and responsibilities of Alternate Directors

(1) An Alternate Director has the same rights as the Alternate's Appointor in relation to any decision taken by the Board of Directors under Article 22 hereof.

(2) Unless these Articles specify otherwise, an Alternate Director-

(a) is deemed for all purposes to be Director;

(b) is liable for his own acts and omissions;

(c) is subject to the same restrictions as his Appointor; and

(d) is deemed to be agent of or for his Appointor.

(3) Subject to Article 20(3) hereof, a person who is an Alternate Director but not a Director-

(a) may be counted as participating for determining whether a quorum is participating (but only if that person's Appointor is not participating); and

(b) may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor).

(4) An Alternate Director must not be counted or regarded as more than one Director for determining whether-

(a) a quorum is participating; or

(b) a written resolution of the Board of Directors is adopted.

(5) An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director.

33. Termination of alternate directorship

(1) An Alternate Director's appointment as an Alternate terminates-

(a) if the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

(b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;

(c) on the death of the Alternate's Appointor; or

(d) when the Alternate's Appointor's appointment as a Director terminates.

(2) If the Alternate was not a Director when appointed as an Alternate, the Alternate's appointment as an Alternate terminates if-

(a) the approval under Article 31(1) hereof is withdrawn or revoked; or

(b) the Directors by a majority terminates the appointment.

DIRECTORS' INDEMNITY AND INSURANCE

34. Indemnity

(1) A Director or former Director of the Company may be indemnified out of the Company's assets against any liability incurred by the Director to a person other than the Company or an Associated Company of the Company in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or Associated Company (as the case may be).

(2) Paragraph (1) only applies if the indemnity does not cover-

(a) any liability of the Director to pay-

(i) a fine imposed in criminal proceedings; or

(ii) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or

(b) any liability incurred by the Director-

(i) in defending criminal proceedings in which the Director is convicted;

(ii) in defending civil proceedings brought by the Company, or an Associated Company of the Company, in which judgment is given against the Director;

(iii) in defending civil proceedings brought on behalf of the Company by a Member of the Company or a member of an Associated Company of the Company, in which judgment is given against the Director;

(iv) in defending civil proceedings brought on behalf of an Associated Company of the Company by a member of the Associated Company or by a member of an Associated Company of the Associated Company, in which judgment is given against the Director; or

(v) in connection with an application for relief under section 903 or 904 of the Ordinance in which the Court refuses to grant the Director relief.

(3) A reference in paragraph (2)(b) to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.

(4) For the purposes of paragraph (3), a conviction, judgment or refusal of relief-

(a) if not appealed against, becomes final at the end of the period for bringing an appeal; or

(b) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.

(5) For the purposes of paragraph (4)(b), an appeal is disposed of if-

(a) it is determined, and the period for bringing any further appeal has ended; or

(b) it is abandoned or otherwise ceases to have effect.

35. Insurance

The Board of Directors shall purchase and maintain insurance, at the expense of the Company, for all Directors of the Company. The Board of Directors may also decide to purchase and maintain insurance, at the expense of the Company for a Director of an Associated Company of the Company, against-

(a) any liability to any person attaching to the Director in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the Company or Associated Company (as the case may be); or

(b) any liability incurred by the Director in defending any proceedings (whether civil or criminal) taken against the Director for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the Company or Associated Company (as the case may be).

EXECUTIVE DIRECTOR

36. Appointment and removal of Executive Director

(1) HCE shall, ex-officio, be the Executive Director, and his term as the Executive Director shall be deemed to be his term of office of such position in the Hospital, and on termination or expiry of his term of office of such position in the Hospital, he shall retire from office of the Executive Director.

(2) The Executive Director shall not be entitled to attend any meetings of the Board of Directors at which any matters concerning his appointment, replacement, removal, conditions of service and remuneration are discussed and must not vote thereon.

COMPANY SECRETARY

37. Appointment and removal of Company Secretary

(1) The Board of Directors may appoint a Company Secretary for a term, at a remuneration and on conditions they think fit.

(2) The Board of Directors may remove a Company Secretary appointed by them.

MEMBER(S)

38. Becoming Member

(1) The founder Members who signed these Articles are the first Members of the Company.

(2) The Chairperson once appointed in accordance with Article 27(2) shall be deemed to be a Member of the Company.

(3) PSH and the Chairperson shall each, ex-officio, be a Member and their term as the Member shall respectively be deemed to be their respective term of office as PSH or the Chairperson (as the case may be), and on termination or expiry of their respective term of office as PSH or the Chairperson (as the case may be), they shall retire from the office of the Member respectively in the manner as set out in Article 39(1)(b) below.

(4) The number of Members shall be three (3): the Contractor as the Corporate Member, PSH and the Chairperson each as the Non-corporate Member.

39. Termination of membership

(1) Membership is automatically terminated if and when:

(a) the Member dies, or if it is an organisation, ceases to exist; or

(b) (in the case of PSH or the Chairperson) the Member ceases to be PSH or the Chairperson (as the case may be).

(2) When the Company ceases to operate and manage the Hospital, the Non-corporate Member(s) may withdraw from membership of the Company by giving not less than one (1) month's notice to the Company in writing. However, upon such event, the Corporate Member shall not withdraw from membership of the Company in the period of six (6) years following such cessation.

(3) Membership is not transferrable.

ORGANISATION OF GENERAL MEETINGS

40. General meetings

(1) Subject to sections 611, 612 and 613 of the Ordinance, the Company must, in respect of each financial year of the Company, hold a general meeting as its annual general meeting in accordance with section 610 of the Ordinance.

(2) The Board of Directors may, if it thinks fit, call a general meeting.

(3) If the Board of Directors is required to call a general meeting under section 566 of the Ordinance, it must call it in accordance with section 567 of the Ordinance.

(4) If the Board of Directors does not call a general meeting in accordance with section 567 of the Ordinance, the Members who requested the meeting, or any of them representing more than one half of the total voting rights of all of them, may themselves call a general meeting in accordance with section 568 of the Ordinance.

(5) Pursuant to section 612 of the Ordinance, the Company is not required to hold an annual general meeting if:

(a) everything that is required or intended to be done at the meeting (by resolution or otherwise) is done by a written resolution; and a copy of each document that under the Ordinance would otherwise be required to be laid before the Company at the meeting or otherwise produced at the meeting is provided to each Member, on or before the circulation date of the written resolution; or

(b) the Company has only one Member.

41. Notice of general meetings

(1) An annual general meeting must be called by notice of at least twenty-one (21) days in writing.

(2) A general meeting other than an annual general meeting must be called by notice of at least fourteen (14) days in writing.

(3) The notice is exclusive of-

(a) the day on which it is served or deemed to be served; and

(b) the day for which it is given.

(4) The notice must-

(a) specify the date and time of the meeting;

(b) specify the place of the meeting (and if the meeting is to be held in two (2) or more places, the principal place of the meeting and the other place or places of the meeting);

(c) state the general nature of the business to be dealt with at the meeting;

(d) for a notice calling an annual general meeting, state that the meeting is an annual general meeting;

(e) if a resolution (whether or not a special resolution) is intended to be moved at the meeting-

(i) include notice of the resolution; and

(ii) include or be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution;

(f) if a special resolution is intended to be moved at the meeting, specify the intention and include the text of the special resolution; and

(g) contain a statement specifying a Member's right to appoint a proxy under section 596(1) of the Ordinance.

(5) Paragraph (4)(e) does not apply in relation to a resolution of which-

(a) notice has been included in the notice of the meeting under section 567(3) or 568(2) of the Ordinance; or

(b) notice has been given under section 615 of the Ordinance.

(6) Despite the fact that a general meeting is called by shorter notice than that specified in this Article, it is regarded as having been duly called if it is so agreed by all the Members entitled to attend and vote at the meeting.

42. Persons entitled to receive notice of general meetings

(1) Notice of a general meeting must be given to-

(a) every Member; and

(b) every Director.

(2) If notice of a general meeting or any other document relating to the meeting is required to be given to a Member, the Company must give a copy of it to its auditor (if more than one (1) auditor, to everyone of them) at the same time as the notice or the other document is given to the Member.

43. Accidental omission to give notice of general meetings

Any accidental omission to give notice of a general meeting to, or any non-receipt of notice of a general meeting by, any person entitled to receive notice does not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

44. Quorum of general meetings

(1) No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

(2) Two (2) Members present in person or by proxy constitute a quorum at a general meeting. If the Company shall have only one (1) Member the provisions herein contained for meetings of the Members shall not apply but such sole Member shall have full power to represent and act for the Company and in lieu of minutes of a meeting shall record in writing and sign a note or memorandum of all matters requiring a resolution of the Member(s).

(3) The authorised representative of the Corporate Member shall be counted in the quorum.

45. Written resolutions of Member(s)

Subject to the Ordinance, a resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which such Member was present

shall be as valid and effectual as if it had been passed at a general meeting duly convened and held. Such a resolution may consist of one or more instruments in like form each executed by or on behalf of one or more Members.

46. Attendance and speaking at general meetings

(1) A person is able to exercise the right to speak at a general meeting when the person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions that the person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when-

(a) the person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) the person's vote can be taken into account in determining whether or not those resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The Board of Directors may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a general meeting, it is immaterial whether any two (2) or more Members attending it are in the same place as each other.

(5) Two (2) or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have rights to speak and vote at the meeting, they are able to exercise them.

47. Chairing general meetings

(1) If the Chairperson is present at a general meeting and is willing to preside as chairperson at the meeting, the meeting is to be presided over by him or her.

(2) The Directors present at a general meeting must elect one of themselves to be the chairperson of the general meeting if-

(a) there is no Chairperson;

(b) the Chairperson is not present within fifteen (15) minutes after the time appointed for holding the meeting;

(c) the Chairperson is unwilling to act; or

(d) the Chairperson has given notice to the Company of the intention not to attend the meeting.

(3) The Members present at a general meeting must elect one of themselves to be the chairperson of the meeting if-

(a) no Director is willing to act as chairperson; or

(b) no Director is present within fifteen (15) minutes after the time appointed for holding the meeting.

(4) A proxy may be elected to be the chairperson of a general meeting by a resolution of the Company passed at the meeting.

48. Adjournment

(1) If a quorum is not present within half an hour from the time appointed for holding a general meeting, the meeting must-

(a) if called on the request of Members, be dissolved; or

(b) in any other case, be adjourned to the same day in the next week, at the same time and place, or to another day and at another time and place that the Board of Directors determine.

(2) If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for holding the meeting, the Member or Members present in person or by proxy constitute a quorum.

(3) The chairperson of a general meeting may adjourn the meeting at which a quorum is present if-

(a) the meeting consents to an adjournment; or

(b) it appears to the chairperson that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(4) The chairperson of a general meeting must adjourn the meeting if directed to do so by the meeting.

(5) When adjourning a general meeting, the chairperson must specify the date, time and place to which it is adjourned.

(6) Only the business left unfinished at the general meeting may be transacted at the adjourned meeting.

(7) If a general meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as for an original meeting.

(8) If a general meeting is adjourned for less than thirty (30) days, it is not necessary to give any notice of the adjourned meeting.

49. Amendments to proposed resolutions

(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if-

(a) notice of the proposed amendment is given to the Company Secretary in writing; and

(b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

(2) The notice must be given by a person entitled to vote at the general meeting at which it is to be proposed at least forty-eight (48) hours before the meeting is to take place (or a later time the chairperson of the meeting determines).

(3) A special resolution to be proposed at a general meeting may be amended by ordinary resolution if-

(a) the chairperson of the meeting proposes the amendment at the meeting at which the special resolution is to be proposed; and

(b) the amendment merely corrects a grammatical or other non-substantive error in the special resolution.

(4) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the vote on that resolution remains valid unless the Court orders otherwise.

50. Corporations acting by representatives

The Corporate Member may by resolution of its directors or other governing body from time to time authorise such persons as it thinks fit to act as its representative at any general meeting of the Company or act as its representative to signify the stance of the Corporate Member as to any written resolution, and the person so authorised shall be entitled to exercise the same powers on behalf of the Corporate Member which he represents as if it were a Non-Corporate Member.

PROXY

51. Content of Proxy Notices

(1) A proxy may only validly be appointed by a notice in writing (Proxy Notice) that-

(a) states the name and address of the Member appointing the proxy;

(b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

(c) is authenticated, or is signed on behalf of the Member appointing the proxy; and

(d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting in relation to which the proxy is appointed.

(2) The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

(3) If the Company requires or allows a Proxy Notice to be delivered to it in electronic form, it may require the delivery to be properly protected by a security arrangement it specifies.

(4) A Proxy Notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions dealing with any business to be transacted at a general meeting.

(5) Unless a Proxy Notice indicates otherwise, it must be regarded as-

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the general meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

52. Execution of appointment of proxy on behalf of Member appointing the proxy

If a Proxy Notice is not authenticated, it must be accompanied by written evidence of the authority of the person who executed the appointment to execute it on behalf of the Member appointing the proxy.

53. Effect of Member's voting in person on proxy's authority

(1) A proxy's authority in relation to a resolution is to be regarded as revoked if the Member who has appointed the proxy-

(a) attends in person the general meeting at which the resolution is to be decided; and

(b) exercises, in relation to the resolution, the voting right that the Member is entitled to exercise.

(2) A Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of the meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of the Member.

54. Effect of proxy votes in case of death, Mental Incapacity etc. of Member appointing the proxy

(1) A vote given in accordance with the terms of a Proxy Notice is valid despite-

(a) the previous death or Mental Incapacity of the Member appointing the proxy; or

(b) the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy is executed.

(2) Paragraph (1) does not apply if notice in writing of the death, Mental Incapacity or revocation is received by the Company-

(a) for a general meeting or adjourned general meeting, at least forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than forty-eight (48) hours after it was demanded, at least twenty-four (24) hours before the time appointed for taking the poll.

55. Delivery of Proxy Notices and notice revoking appointment of proxy

(1) A Proxy Notice does not take effect unless it is received by the Company-

(a) for a general meeting or adjourned general meeting, at least forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than forty-eight (48) hours after it was demanded, at least twenty-four (24) hours before the lime appointed for taking the poll.

(2) An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

(3) A notice revoking the appointment only takes effect if it is received by the Company-

(a) for a general meeting or adjourned general meeting, at least forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than forty-eight (48) hours after it was demanded, at least twenty-four (24) hours before the time appointed for taking the poll.

VOTES OF MEMBERS

56. General rules on voting

(1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

(2) On a vote on a resolution on a show of hands at a general meeting, a declaration by the chairperson of the meeting that the resolution-

(a) has or has not been passed; or

(b) has passed by a particular majority, is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(3) An entry in respect of the declaration in the minutes of the meeting is also conclusive evidence of that fact without the proof.

57. Errors and disputes

(1) Any objection to the qualification of any person voting at a general meeting may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered, and a vote not disallowed at the meeting is valid.

(2) Any objection must be referred to the chairperson of the meeting whose decision is final.

58. Demanding a poll

(1) A poll on a resolution may be demanded-

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before or on the declaration of the result of a show of hands on that resolution.

(2) A poll on a resolution may be demanded by-

(a) the chairperson of the meeting;

(b) at least two (2) Members present in person or by proxy; or

(c) any Member or Members present in person or by proxy and representing at least five per cent (5%) of the total voting rights of all the Members having the right to vote at the meeting.

(3) The instrument appointing a proxy is regarded as conferring authority to demand or join in demanding a poll on a resolution.

(4) A demand for a poll on a resolution may be withdrawn.

59. Number of votes a Member has

On a vote on a resolution, whether on a show of hands at a general meeting or on a poll taken at a general meeting-

(a) every Member present in person has one (1) vote; and

(b) every proxy present who has been duly appointed by a Member entitled to vote on the resolution has one (1) vote.

MISCELLANEOUS PROVISIONS

60. Common seal

The Board of Directors shall provide for the safe custody of the common seal of the Company, which shall only be used by the authority of the Board of Directors, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by a second Director.

61. Payments made by the Company

Unless otherwise determined by the Board of Directors,

(a) all cheques, bills of exchange, promissory notes and other negotiable instruments issued or required to be signed, endorsed or accepted or otherwise negotiated by the Company shall be signed in such manner as specified by an ordinary resolution of the Company; and

(b) all other forms of payments made by the Company, including but not limited to telegraphic transfers, electronic payments and bank transfers, shall be effected in such manner as specified by an ordinary resolution of the Company.

62. Records of Company

The Board of Directors must cause the information of the Company to be adequately recorded for future reference as required by the Ordinance.

63. Inspection of accounts and other records

(1) A person is not entitled to inspect any of the Company's accounting or other records or documents merely because of being a Member, unless the person is authorised to do so by-

(a) an enactment;

(b) an order under section 740 of the Ordinance:

(c) the Board of Directors; or

(d) an ordinary resolution of the Company.

(2) PSH and the Director of Audit shall be entitled to have unrestricted access to the Company's records and accounts.

64. Accounts

(1) The Board of Directors must prepare annual financial statements for each accounting reference period as required by the Ordinance. Subject to applicable exemptions permitted under the Ordinance, the financial statements must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Hong Kong Institute of Certified Public Accountants or its successors and adhere to all its recommended practices.

(2) The Board of Directors must keep accounting records as required by the Ordinance.

(3) The Board of Directors shall from time to time in accordance with the requirements of the Ordinance, cause to be prepared and laid before the Company in general meetings or present to every Member such annual financial statements, auditors' reports and Directors' reports as are required by the Ordinance.

65. Auditors and auditors' insurance

(1) Auditors shall be appointed and their duties regulated in accordance with the Ordinance.

(2) The Board of Directors may decide to purchase and maintain insurance, at the expense of the Company, for an auditor of the Company, or an auditor of an Associated Company of the Company, against-

(a) any liability to any person attaching to the auditor in connection with any negligence, default, breach of duty or breach of trust (except for fraud) occurring in the course of performance of the duties of auditor in relation to the Company, or Associated Company (as the case may be); or

(b) any liability incurred by the auditor in defending any proceedings (whether civil or criminal) taken against the auditor for any negligence, default, breach of duty or breach of trust (including fraud) occurring in the course of performance of the duties of auditor in relation to the Company or Associated Company (as the case may be).

(3) In this Article, a reference to performance of the duties of auditor includes the performance of the duties specified in sections 415(6)(a) and (b) of the Ordinance.

66. Means of communication to be used

(1) Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which Part 18 of the Ordinance provides for documents or information to be sent or supplied by or to the Company for the purposes of the Ordinance.

(2) Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Board of Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such a notice or document for the time being.

(3) A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight (48) hours.

67. Net assets on winding up and dissolution

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever (the "net assets"), the net assets shall not be paid to or distributed among the Member(s) of the Company but subject to Article 8, shall be returned to the Government of the Hong Kong Special Administrative Region for charitable purposes or given or transferred to some other charitable institutions, having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 8 hereof and this Article, such charitable institutions to be determined by a resolution of the Member(s) of the Company at or before the time of dissolution and in default thereof by a Judge of the High Court of the Hong Kong Special Administrative Region having jurisdiction in the matter. If and so far as effect cannot be given to the aforesaid provisions, the net assets shall be applied for charitable purposes as directed by a Judge of the High Court of the Hong Kong Special Administrative Region having jurisdiction in the matter.

Ref.: FHBH2417S001

WE, the undersigned, wish to form the Company and wish to adopt the Articles as attached.

Name(s) of Founder Members	
Corporate Member [English name] [Chinese name]	The Contractor
Non-Corporate Member [English name] [Chinese name]	PSH

Dated this xx day of Month YYYY.

Appendix 2

SELECTION CRITERIA AND MARKING SCHEME

Prequalification Exercise for the Operation of a Chinese Medicine Hospital in Tseung Kwan O

A single-envelope approach with a full technical mark of **100** will be adopted for evaluation whereby only technical assessment will be conducted. All Applications will be assessed in the following manner. Applicants are advised to refer to Part (IV) Information Required from Applicants when preparing their Applications.

Stage 1 - Completeness Check on the Applications Submitted

2. All Applications received will be checked on whether a signed Licence at **Proforma 3** as required in Clause 13.2 under Part (II) Information to Applicants has been submitted.

Stage 2: Compliance with Essential Requirements

3. An Application which has passed Stage 1 will be checked to determine its compliance with all the essential requirements as set out in Clause 3.1.1 under Part (II) Information to Applicants. **An Applicant which fails to meet any of the essential requirements on the Original Application Closing Date will not be considered further.** An Application which passes Stage 2 will proceed to Stage 3 assessment.

4. For the purpose of assessment, all experience is counted in days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of years rounded up to the nearest two (2) decimal places. If any experience in provision of CM services in Hong Kong and experience in managing any healthcare organisaton(s) or hospital(s) overlap over a period, the two types of experience would be counted separately. Experience of an Applicant in providing CM services in Hong Kong in more than one (1) healthcare unit over the same period will not be double counted. Experience of an Applicant in managing more than one (1) healthcare organisation(s) and/or hospital(s) over the same period will not be double counted.

Stage 3 – Technical Assessment

5. The maximum total technical marks are 100 and are divided into five (5) assessment criteria with twelve (12) sub-criteria under three (3) parts: Part A on the assessment of the quality of the execution plan is allocated a maximum mark of 60; Part B on the assessment of the experience of the

Applicant's proposed Management Team is allocated a maximum mark of 30 and Part C on the assessment of the financial capability of the Applicant is allocated a maximum mark of 10. There is no passing mark for individual parts and the total marks scored in the technical assessment.

6. The Application, excluding related annexes and documentary proof, **shall not exceed 200 pages in A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit will be considered in the Prequalification Exercise but 0.5 mark will be deducted from the total marks for each excessive page, subject to a maximum of eight (8) marks.

7. Not more than four (4) Applicants will be prequalified for Invitation to Tender. An Application which passes Stage 2 shall be considered as a conforming Application. In case more than four (4) Applicants pass Stage 2, the four (4) Applicants with the highest marks from Stage 3 in accordance with the selection criteria and marking scheme will be prequalified. In case four (4) or less Applications pass Stage 2, all Applications will still be evaluated under Stage 3 on the quality of their proposals and any innovative suggestions which may be incorporated in the Invitation to Tender.

Assessment Criteria		**Maximum Mark**	**Base Mark**	**Marks for Innovative Suggestions***
(A) Execution Plan				
(1)	Organisation Plan (See Note 1)	12	12	Not applicable
(2)	Service Opening and Development Plan (see Note 2)	36	24	12 (see Note 6)
(3)	Resourcing Plan (See Note 3)	12	12	Not applicable
Sub-total for (A)		**60**	**48**	**12**
(B) Applicant's Proposed Management Team Experience				
(4)	Experience of the Applicant's Management Team (see Note 4)	30	30	Not applicable
Sub-total for (B)		**30**	**30**	Not applicable
(C) Other Specific Criteria				
(5)	Financial Capability of the Applicant (see Note 5)	10	10	Not applicable
Sub-total for (C)		**10**	**10**	Not applicable
Total Technical Mark		**100**	**88**	**12**

*A total of 12 marks under Part A will be allocated to innovative suggestions. Please refer to marking guidelines provided in Note 6 below.

Explanatory Notes for Stage 3 – Technical Assessment

Note 1: Execution Plan: Assessment Criterion (1) – Organisation Plan

Applicants shall refer to Section 7 (Formation of the Operator) and Section 8 (Hospital Structure and System) of Part (III) Service Deed Information when preparing **Proposal PIII-8a**. Applicants shall include a proposal of a Hospital organisation structure which ensures that the provision of quality Hospital Services is effective and efficient, achieves the Hospital Missions and Functions. The proposal shall cover all Committees under the Board of Directors of Clause 7.3 under Section 7 (Formation of the Operator) of Part (III) Service Deed Information, the Hospital Administrative Structure and the Executive Committee Structure. The Hospital Structure and System shall fulfil all Hospital functions and required structures, including:

(1) all the specified structures and Hospital functions of Clauses 9.2, 10.2, 11.2, 12.2, 13.2, 14.6.2 and 15.2.1 of Part (III) Service Deed Information; and

(2) all stipulated Specified Requirements on Selective Areas of Clause 8.2 under Section 8 (Hospital Structure and System) of Part (III) Service Deed Information indicated in Clause 8.1.1 under Section 8 (Hospital Structure and System) of Part (III) Service Deed Information.

The proposal shall include the following:

(a) Clear organisation charts of the Board of Directors and the Committees, the Hospital Administrative Structure and the Hospital committees within, and the Executive Committee Structure and the Hospital committees within;

(b) Description of the functions of each component of the organisation charts and an implementation timeline for formation of each component according to the following timelines:
   (i) Timeline 1: Before the submission of the application for hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap.633);
   (ii) Timeline 2: Before the Service Commencement Date; and
   (iii) Timeline 3: After the Service Commencement Date.

(c) Description of the structure and process which provide a suitable platform to develop, implement and monitor the requirements of 8.2.1(4) to 8.2.1(10) in the Specified Requirements on Selective Areas.

Marks will be given for **Proposal PIII-8a** according to the following marking guidelines and Note 6.

Sub-criteria	Maximum mark	Level of scoring				
		Level 4	Level 3	Level 2	Level 1	Level 0
Sub-criterion 1 on submissions for item (a) in Note 1	4	4	3	2	1	0
Sub-criterion 2 on submissions for item (b) in Note 1	4	4	3	2	1	0
Sub-criterion 3 on submissions for item (c) in Note 1	4	4	3	2	1	0

Assessment of the submission in Note 1

Submission is assessed as a whole with marks given separately on different sub-criteria. Marks will be given in accordance with the following sub-criteria:

Sub-criterion 1: The proposal will be assessed on its adequacy to meet the requirements on the eighteen (18) functions as described in Appendix 5 for the Committees, requirements on (1) the specified structures and hospital functions of Clauses 9.2, 10.2, 11.2, 12.2, 13.2, 14.6.2 and 15.2.1 of Part (III) Service Deed Information and (2) the Specified Requirements on Selective Areas items under 8.2.1 Part (III) Service Deed Information.

Levels	**The proposal's adequacy to meet the requirements for the Committees, requirements on (1) the specified structures and hospital functions and (2) the Specified Requirements on Selective Areas**
Level 4	Adequate to meet more than 75% of the requirements for the Committees and more than 75% of the requirements on (1) the specified structures and hospital functions and (2) the Specified Requirements on Selective Areas.
Level 3	Adequate to meet more than 75% of the requirements for the Committees and 50% to 75% of the requirements on (1) the specified structures and hospital functions and (2) the Specified Requirements on Selective Areas.
Level 2	Adequate to meet 50% to 75% of the requirements for the Committees and more than 75% of the requirements on (1) the specified structures and hospital functions and (2) the Specified Requirements on Selective Areas.
Level 1	Adequate to meet 50% to 75% of the requirements for the Committees and 50% to 75% of the requirements on (1) the specified structures and hospital functions and (2) the Specified Requirements on Selective Areas.

Levels	**The proposal's adequacy to meet the requirements for the Committees, requirements on (1) the specified structures and hospital functions and (2) the Specified Requirements on Selective Areas**
Level 0	(i) Inadequate as less than 50% of the requirements for the Committees are met; or (ii) Inadequate as less than 50% of the requirements on (1) the specified structures and hospital functions and (2) the Specified Requirements on Selective Areas are met.

Sub-criterion 2: The timeline for the formation of each component of the organisation structure will be assessed on its adequacy in achieving the necessary outcomes of the three (3) stages in terms of acquiring the licences required under Private Healthcare Facilities Ordinance (Cap. 633) (stage 1), preparing for commencement of the Hospital Services on the Service Commencement Date (stage 2), as well as adequate preparation for the proposed development of services in the initial five (5) years (stage 3) in **Proposals PIII-9a to PIII-9e**.

Levels	**The proposal's adequacy in achieving the necessary outcomes of the three (3) stages**
Level 4	Adequate in achieving the necessary outcomes of all three (3) stages.
Level 3	Adequate in achieving the necessary outcomes of stages 1 and stage 2.
Level 2	Adequate in achieving the necessary outcomes of stage 1 and stage 3.
Level 1	Adequate to achieving necessary outcome of stage 1 only
Level 0	Inadequate to achieving necessary outcome of stage 1

Sub-criterion 3: The proposal will be assessed on its adequacy in structure and process in ensuring the requirements of Clauses 8.2.1(4) to 8.2.1(10) of Part (III) Service Deed Information in the Specified Requirements on Selective Areas have a platform to develop, implement and monitor the respective Hospital functions.

Levels	**The proposal's adequacy in structure and process in ensuring the requirements of Clauses 8.2.1(4) to 8.2.1(10) of Part (III) Service Deed Information in the Specified Requirements on Selective Areas have a platform to develop, implement and monitor the respective Hospital functions**
Level 4	Adequate in both structure and process in ensuring more than 75% of the requirements have a platform to develop, implement and monitor the respective Hospital functions.
Level 3	(i) Adequate in structure in ensuring more than 75% of the requirements have a platform to develop, implement and monitor the respective Hospital functions; and (ii) Adequate in process in ensuring 50% to 75% of the requirements have a platform to develop, implement and monitor the respective Hospital functions.
Level 2	(i) Adequate in structure in ensuring 50% to 75% of the requirements have a platform to develop, implement and monitor the respective Hospital functions; and (ii) Adequate in process in ensuring more than 75% of the requirements have a platform to develop, implement and monitor the respective Hospital functions.
Level 1	Adequate in both structure and process in ensuring 50% to 75% of the requirements have a platform to develop, implement and monitor the respective Hospital functions.
Level 0	(i) The structure is inadequate as less than 50% of the requirements have a platform to develop, implement and monitor the respective Hospital functions; or (ii) The process is inadequate as less than 50% of the requirements have a platform to develop, implement and monitor the respective Hospital functions.

Note 2: Execution Plan: Assessment Criterion (2) – Service Opening and Development Plan

Applicants shall refer to Section 9 (Clinical Services) of Part (III) Service Deed Information when preparing **Proposals PIII-9a to PIII-9f**. The Service Opening and Development Plan comprises **Proposals PIII-9a to PIII-9f**. In line with **Proposals PIII-9a to PIII-9e**, Applicants shall describe in Proposal PIII-9f the implementation plan on the proposed phased services provision in the initial five (5) years of the Service Period and expected services provision throughout the Service Period. The implementation plan in **Proposal PIII-9f** shall include the following:

(a) Description of issues, problems and challenges (constraints) involved and the strategies adopted in proposing the phased service provision plan in the initial five (5) years of the Service Period **(Proposals PIII-9a to PIII-9e)**;

(b) Description of the content and scope of services proposed for the Hospital and their development in the initial five (5) years of the Service Period including description of the anticipated casemix (i.e. patient and disease types) and special disease programmes proposed in **Proposal PIII-9b**;

(c) Proposal describing approaches, frameworks, plans in implementing the proposed phased service opening in the initial five (5) years of the Service Period **(Proposals PIII-9a to PIII-9e)** and subsequent service development during the Service Period including descriptions of:

  (i) proposals to address the issues, problems and challenges (constraints) identified in (a) above;
  (ii) proposal to address challenges that may be faced in achieving patient volume, ensuring quality and patient safety; and
  (iii) descriptions of attaining enablers and defining success factors.

(d) A proposed task list and the corresponding completion timeline of individual tasks for obtaining all necessary licences before commencement of Hospital Services including the hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633).

Marks will be given for **Proposal PIII-9a to PIII-9f** as a whole according to the following marking guidelines and Note 6.

Sub-criteria	Maximum mark	Level of scoring			
		Level 3	Level 2	Level 1	Level 0
Sub-criterion 4 on submission for item (a) in Note 2	6	6	4	2	0
Sub-criterion 5 on submission for item (b) in Note 2	6	6	4	2	0
Sub-criterion 6 on submission for item (c) in Note 2	6	6	4	2	0
Sub-criterion 7 on submission for item (d) in Note 2	6	6	4	2	0

Assessment of the submission on item (a) in Note 2

Marks (excluding those reserved for innovative suggestions) will be given in accordance with the following sub-criterion:

Sub-criterion 4: The proposal will be assessed on its adequacy in identifying issues, problems and challenges (constraints) and the effectiveness of the strategies adopted in addressing the identified constraints.

Levels	Adequacy in identifying constraints	Effectiveness of strategies adopted in addressing the identified constraints
Level 3	Adequate in identifying constraints; and	Effective in addressing all the identified constraints.
Level 2	Adequate in identifying constraints; and	Effective in addressing less than 100% but more than 75% of the identified constraints.
Level 1	Adequate in identifying constraints; and	Effective in addressing 50% to 75% of the identified constraints.
Level 0	(i) Adequate in identifying constraints but only effective in addressing less than 50% of the identified constraints; or (ii) Inadequate in identifying constraints.	

Assessment of the submission on item (b) in Note 2

Marks (excluding those reserved for innovative suggestions) will be given in accordance with the following sub-criterion:

Sub-criterion 5: The proposal will be assessed based on its adequacy in service scope and support for proposed special disease programmes in **Proposal PIII 9-b** in the specialised services for the development in services, training and research in the Hospital.

Levels	Adequacy in service scope for the development needs
Level 3	Adequate in both service scope and support for special disease programmes in five (5) or all six (6) specialised services.
Level 2	Adequate in both service scope and support for special disease programmes in four (4) specialised services
Level 1	Adequate in both service scope and support for special disease programmes in three (3) specialised services.
Level 0	Adequate in both service scope and support for special disease programmes in less than three (3) specialised services.

Assessment of the submission on item (c) in Note 2

Marks (excluding those reserved for innovative suggestions) will be given in accordance with the following sub-criterion:

Sub-criterion 6: Proposal describing approaches, frameworks, plans will be assessed on the practicality in implementing the proposed phased service opening and the adequacy in addressing the identified constraints in item (a) in Note 2 and challenges mentioned in item (c)(ii) in Note 2.

Levels	The proposal's practicality in implementation and adequacy in addressing identified constraints in item (a) and challenges mentioned in item (c)(ii)
Level 3	The proposal is practical in implementation and adequate in addressing more than 75% of the identified constraints and challenges.
Level 2	The proposal is practical in implementation and adequate in addressing 50% to 75% of the identified constraints and challenges.
Level 1	The proposal is practical in implementation and adequate in addressing less than 50% of the identified constraints and challenges.
Level 0	The proposal is impractical in implementation.

Assessment of the submission on item (d) in Note 2

Marks (excluding those reserved for innovative suggestions) will be given in accordance with the following sub-criterion:

Sub-criterion 7: The proposed task list and timeline will be assessed on their adequacy in obtaining the hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633) and other licences required for the Hospital operation.

Levels	The proposal's adequacy in obtaining hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633)	The proposal's adequacy in obtaining other hospital licences
Level 3	Task list and timeline are adequate in obtaining the hospital licence; and	Task list and timeline are adequate in obtaining more than 75% of the other licences.
Level 2	Task list and timeline are adequate in obtaining the hospital licence; and	Task list and timeline are adequate in obtaining 50% to 75% of the other licences.
Level 1	Task list and timeline are inadequate in obtaining the hospital licence; and	Task list and timeline are adequate in obtaining 50% or more than 50% of the other licences.
Level 0	Task list and timeline are adequate in obtaining less than 50% of the other licences.	

Note 3: Execution Plan: Assessment Criterion (3) – Resourcing Plan

Applicants shall refer to Section 13 (HR Management) of Part (III) Service Deed Information and Appendix 7 when preparing **Proposals PIII-13a and PIII-13b**. Applicants shall propose a Resourcing Plan on Core Management Team and grade structures for CM grades including CM practitioners and staff of CM Pharmacy, and other grades including WM doctors, nursing and allied health. The Resourcing Plan shall include the following:

(a) Description of the proposed the Core Management Team, which shall include the team organisation structure and duty descriptions together with the proposed qualifications and experience of the team members; and

(b) Grade structure for CM practitioners, staff of CM Pharmacy, WM doctors, nursing and allied health with provision of information on rank, qualification and experience.

Marks will be given for **Proposals PIII-13a and PIII-13b** according to the following marking guidelines and Note 6.

Sub-criteria	Maximum mark	Level of scoring			
		Level 3	Level 2	Level 1	Level 0
Sub-criterion 8 on submission for item (a) in Note 3	6	6	4	2	0
Sub-criterion 9 on submission for item (b) in Note 3	6	6	4	2	0

Assessment of the submission on item (a) in Note 3

1. Marks will be given in accordance with the following sub-criterion:

2. Sub-criterion 8: The proposal on the Core Management Team will be assessed on:
   (i) the extent to which the proposed scope of duties of each member matches the reference duty descriptions of respective members in **Appendix 7**; and
   (ii) the extent to which the proposed qualifications and experience of each member matches the reference duty descriptions of respective members in **Appendix 7**.

Levels	**Number of members of the Core Management Team whose proposed scope of duties, qualifications and experience match the reference duty descriptions**
Level 3	Five (5) or more members.
Level 2	Four (4) members.
Level 1	Three (3) members.
Level 0	Fewer than three (3) members.

Assessment of the submission on item (b) in Note 3

Marks will be given in accordance with the following sub-criterion:

Sub-criterion 9: The proposal on individual grades listed in item (b) in Note 3 will be assessed on the adequacy in meeting the operational and development needs of the Hospital in terms of competency, supervision and career prospect.

Levels	**Adequacy of the proposal on CMP and staff of CM Pharmacy in meeting the operational and development needs**	**Adequacy of the proposals on WM doctors, nursing and allied health in meeting the operational and development needs**
Level 3	Grade structures of both CMP and staff of CM Pharmacy are adequate in meeting the needs; and	Grade structures of all WM doctors, nursing and allied health are adequate in meeting the needs.
Level 2	Grade structures of both CMP and staff of CM Pharmacy are adequate in meeting the needs; and	Grade structures of any two (2) of WM doctors, nursing and allied health are adequate in meeting the needs.
Level 1	Grade structure of CMP or staff of CM Pharmacy is adequate in meeting the needs; and	Grade structures of any two (2) or all three (3) of WM doctors, nursing and allied health are adequate in meeting the needs.

Levels	Adequacy of the proposal on CMP and staff of CM Pharmacy in meeting the operational and development needs	Adequacy of the proposals on WM doctors, nursing and allied health in meeting the operational and development needs
Level 0	(i) The proposal on both CMP and staff of CM Pharmacy are inadequate in meeting the needs; or (ii) The proposal on any two (2) or all three (3) of WM doctors, nursing and allied health are inadequate in meeting the needs.	

Note 4: Assessment Criterion (4) – Experience of the Applicant's Proposed Management Team

Applicants shall refer to Clause 3.3 of Part (III) Service Deed Information when preparing **Proforma 4**. Applicants shall demonstrate that the Applicant's proposed Management Team managing the Project (i.e. the team leader and his/her direct subordinates) has substantial years of aggregate experience in the managing the provision of CM services ("Experience A") and managing healthcare organisation(s) each of which consists of more than one healthcare unit and/or hospital(s) ("Experience B") by preparing **Proforma 4**. His/her direct subordinates mean those directly reporting to the team leader. Evaluation on the aggregated number of years of experience of each management team member shall be according to the methodology set out below:

(a) The management team leader and his/her subordinates will be assessed on individual basis;
(b) Only aggregated years of experience within the twenty (20) years immediately prior to the Original Application Closing Date will be counted;
(c) Regarding the management experience, only experience in directly managing the provision of CM services, healthcare organisation(s), or experience as a member of the Board of Directors of the healthcare organisation(s) or hospital(s) will be counted;
(d) If any of Experience A and Experience B overlap over a period, the two types of experience would be counted separately;
(e) Experience of a team member in managing the provision of CM services in more than one healthcare unit and/or hospital(s) over the same period will not be double counted towards his Experience A, and experience of a team member in managing more than one healthcare organisation and or hospital(s) over the same period will not be double counted towards his Experience B;
(f) Years of experience in each of Experience A and Experience B will be counted up to a maximum of ten (10) years per team member;
(g) A maximum of four (4) members including the team leader (with the most experience) would be counted for experience per Applicant; and
(h) For Experience B, preference will be given to hospital management experience, i.e. one (1) year of managing a hospital will be double counted

as two (2) years but capped at a maximum of ten (10) years.

Applicants shall refer to Section 3 (Eligibility and Other Criteria) in Part (II) Information to Applicants for the definition of “CM services”, “healthcare unit” and “hospital” for the purpose of this Prequalification Exercise.

On sub-criterion 10, in the event that any Third Party Commitments (as referred to in Clause 3.2.2 of Part (II) Information to Applicants) is providing team member(s) including team leader with experience in managing hospital(s), the acceptance of such arrangement for the counting of Experience B will be according to Clause 3.2.4 of Part (II) Information to Applicants.

Marks will be given for submission in **Proforma 4** according to the following marking guidelines and Note 6.

.

Sub-criteria	**Maximum mark**	**Level of scoring**					
		Level 5	Level 4	Level 3	Level 2	Level 1	Level 0
Sub-criterion 10 on submission in Note 4	30	30	24	18	12	6	0

Assessment of the submission in Note 4

Marks will be given in accordance with the following sub-criterion:

Sub-criterion 10: The submission will be assessed based on the aggregate years of experience of all members of the Management Team according to the methodology stipulated in Note 4 and in accordance with the following marking guidelines:

Levels	**Aggregate years of experience of all members of the Management Team**
Level 5	60 or > 60 aggregate years according to stipulated methodology
Level 4	50 to < 60 aggregate years according to stipulated methodology
Level 3	40 to < 50 aggregate years according to stipulated methodology
Level 2	30 to < 40 aggregate years according to stipulated methodology
Level 1	20 to < 30 aggregate years according to stipulated methodology
Level 0	< 20 aggregate years according to stipulated methodology

Note 5: Assessment Criterion (5) – Financial Capability of the Applicant

Applicants shall refer to Clause 14.5.1 of Part (III) Service Deed Information, Clauses 3.2.2 and 3.2.4 of Part (II) Information to Applicants in preparing **Proforma 5** providing information on the Applicant's consolidated gross revenue and cash and cash equivalents.

Applicants shall be evaluated based on:

(a) The Applicant's consolidated gross revenue based on audited accounts on the latest three (3) years' consolidated financial statement prior to the Original Application Closing Date.

(b) The Applicant's cash and cash equivalents based on audited accounts on the latest three (3) years' consolidated financial statement prior to the Original Application Closing Date.

On sub-criteria 11 and 12, the averaged amount over the three (3) years will be used for scoring. On sub-criterion 12, in the event that any Third-Party Commitments (as referred to in Clause 3.2.2 of Part (II) Information to Applicant) is providing financial support, the amount of cash and cash equivalents considered will include the amount of annualised funding support proposed in the relevant undertaking or agreement. The acceptance of such arrangement for the counting of cash and cash equivalents will be according to Clause 3.2.4 of Part (II) Information to Applicants.

Marks will be given for submission in **Proforma 5** according to the following marking guidelines and Note 6.

Sub-criteria	**Maximum mark**	**Level of scoring**				
		Level 5	Level 4	Level 3	Level 2	Level 1
Sub-criterion 11 on submission for item (a) in Note 5	5	5	4	3	2	1
Sub-criterion 12 on submission for item (b) in Note 5	5	5	4	3	2	1

Assessment of the submission on item (a) in Note 5

Marks will be given in accordance with the following sub-criterion:

Sub-criterion 11: The submission will be assessed according to the following marking guidelines:

Levels	**Average amount of Consolidated Gross Revenue**
Level 5	HK$ 500 million or > HK$500 million
Level 4	HK$ 375 million to < HK$500 million
Level 3	HK$ 250 million to < HK$375 million
Level 2	HK$ 125 million to < HK$250 million
Level 1	< HK$ 125 million

Assessment of the submission on item (b) in Note 5

Marks will be given in accordance with the following sub-criterion:

Sub-criterion 12: The submission will be assessed based on the following marking guidelines:

Levels	**Average amount of Cash and Cash Equivalents**
Level 5	HK$ 300 million or > HK$300 million
Level 4	HK$ 225 million to < HK$300 million
Level 3	HK$ 150 million to < HK$225 million
Level 2	HK$ 75 million to < HK$150 million
Level 1	< HK$ 75 million

Note 6: Marking Guidelines on Innovative Suggestions for Assessment Criteria (2)

Assessment of Innovative Suggestions

Applicants are encouraged to make innovative suggestions in their proposals for Assessment Criterion (2). 12 out of the maximum mark of 60 marks of Part A will be allocated to innovative suggestions.

Marks for innovative suggestions will be given to two types of innovative suggestions as follows:

(a) Type I – innovative suggestions which are considered effective and practicable in improving the delivery of the Hospital Services required. The benefits that this type of innovative suggestions shall bring about are not pre-defined for assessment. Applicants may propose innovative suggestions, which may not necessarily be technology-related, bringing

benefits in terms of the following:

- better quality of the Hospital Services;
- saving of manpower resources for delivering the Hospital Services;
- boosting of training participants' satisfaction;
- increased utilisation of the Hospital Services; and
- any other benefits that can facilitate the operation of the Hospital.

Innovative suggestions will be assessed **in comparison with how the services similar to the Hospital Services are currently delivered in typical hospitals / healthcare organisations or the conventional mode of service delivery adopted by the Government**.

(b) Type II – innovative suggestions which may not be directly relevant to the Hospital Services but which can bring about positive values or benefits to the Government or public at large. Such positive values or benefits may include, inter alia, the following:

- sustainable development of the CM;
- development of new technology;
- employment of persons with disabilities or the underprivileged in the society; and
- environmental protection.

The distribution of marks for innovative suggestions between Type I and Type II in respect of Assessment Criterion (2) are as follows:

<table>
<tr><th>Assessment Criterion</th><th>Total Marks for Innovative Suggestions (Type I and Type II)</th><th>Maximum Mark for Type I innovative suggestions</th><th>Maximum Mark for Type II innovative suggestions</th></tr>
<tr><td rowspan="2">(2) Service Opening and Development Plan</td><td rowspan="2">12</td><td>12</td><td>3</td></tr>
<tr><td colspan="2">3 marks per innovative suggestion</td></tr>
<tr><td>Total:</td><td>12</td><td>12</td><td>3</td></tr>
</table>

Priority will be given to Type I innovative suggestions up to the maximum mark for Type I innovative suggestions. Type II innovative suggestions will only be considered if Type I innovative suggestions are not sufficient in obtaining full marks for Type I innovative suggestions per Assessment Criterion. The maximum mark for Type I and Type II innovative suggestions for Assessment Criterion (2) are 12 and 3 respectively according to the aforesaid priority.

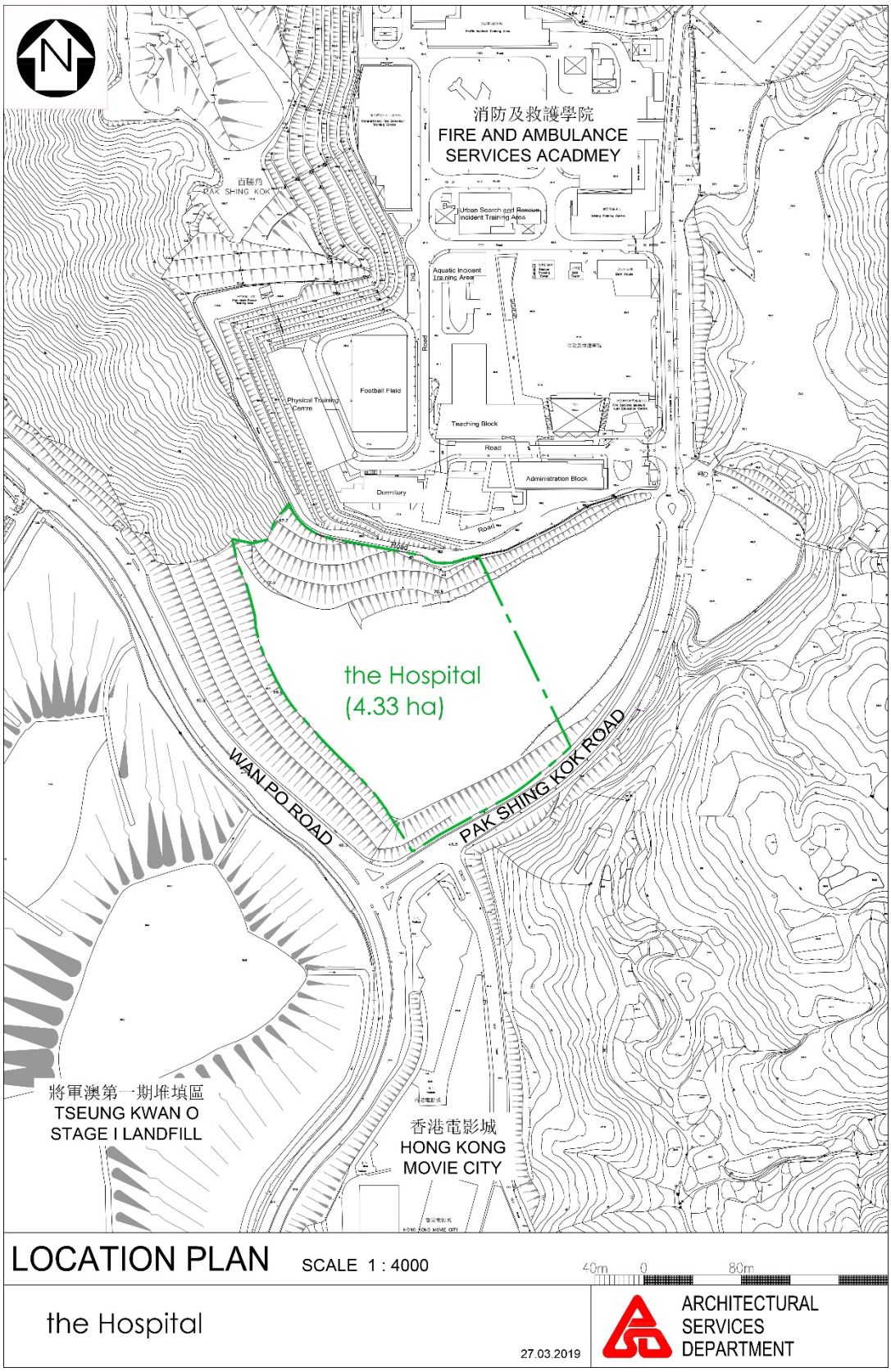
An innovative suggestion belonging to both Type I and Type II will earn marks for both aspects. For example, if an Applicant proposes one practicable innovative suggestion that can both enhance service quality and contribute to the sustainable development of CM in the proposed plan for Assessment

Criterion (2), he/she will be given 3 marks + 3 marks = 6 marks subject to the priority consideration to Type I innovation as stated in the above paragraph.

In the Prequalification Document, Applicants are requested to highlight the proposed innovative suggestions in their submitted proposals and explain clearly the benefits/positive values that their proposed innovative suggestions can bring about in their Applications to facilitate evaluation. They may also be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions.

Appendix 3

Location Plan – Site for the Hospital



Appendix 4

The Proposed Distribution of the Net Operational Floor Area ("NOFA") of the Hospital

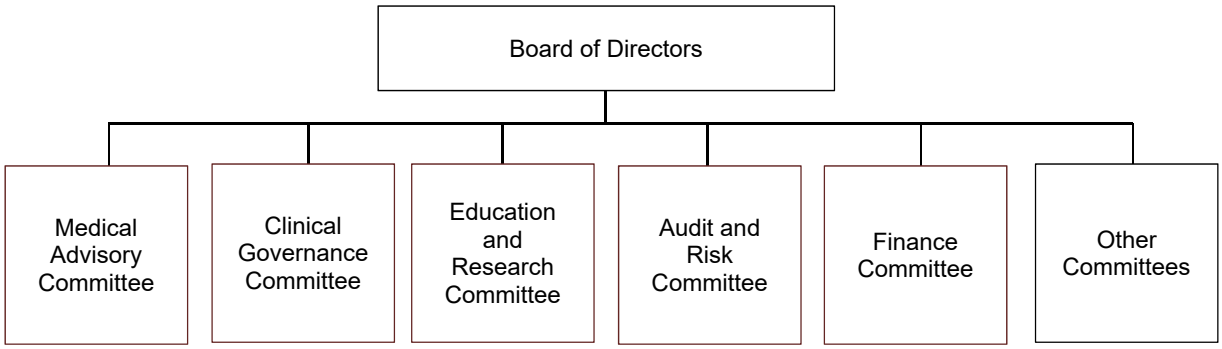
Service areas	NOFA($m^{2)}$
Inpatient wards (250 beds) + Day wards (90 beds) + paediatric ward (40 beds) (refer to Clauses 4.3.1 (1) (2) & (3));	14 129 m^2
Ambulatory care facilities (outpatient facilities) (refer to Clause 4.3.2);	6 102 m^2
Pharmacy facilities (CM and WM) (refer to Clause 4.3.4);	2 832 m^2
Clinical supporting facilities - Western Medicine Procedures (refer to Clauses 4.3.5 (2), (3), (5) & (6));	2 146 m^2
Clinical supporting facilities – Radiology (refer to Clause 4.3.5 (1));	1 510 m^2
Clinical supporting facilities – Pathology (refer to Clauses 4.3.5 (4) & (7));	1 379 m^2
Education, training and research facilities (refer to Clause 4.3.6);	4 075 m^2
Rehabilitation and other allied health facilities (refer to Clause 4.3.3 (1));	1 519 m^2
Community health and support facilities, and administrative facilities (refer to Clauses 4.3.7 and 4.3.8)	15 796 m^2
Total NOFA	**49 488 m^2**

Appendix 5

Sample Committee Structure

1. Committees under the Board of Directors

(A) Sample structure



(B) Functions of Standing Committees

(I) Medical Advisory Committee[7]

(a) Advise the Board of Directors on the following in accordance with the Private Healthcare Facilities Ordinance (Cap. 633)—

(i) qualifications of healthcare professionals for providing services in the Hospital and delineation of their clinical responsibilities;

(ii) all matters concerning medical diagnosis, treatment and care given, or to be given, in the Hospital; and

(iii) all matters concerning the quality of care for, and the safety of, patients in the Hospital.

[7] Please note section 57 of the Private Health Facilities Ordinance (Cap. 633) for the requirement of a "Medical Advisory Committee".

(II) Clinical Governance Committee

(a) Examine, review and make recommendations on the changing needs of the community in respect of the Hospital Services;

(b) Advise and make recommendations on the overall policies, directions, strategies and priorities relating to the provision, planning and development of the Hospital Services; and

(c) Consider periodically matters relating to risk, risk management and risk mitigation relevant to the Hospital Services.

(III) Education and Research Committee

(a) Oversee education, training and scientific research development in the Hospital, develop relevant policies and establish relevant system;

(b) Promote the development of training, education and research and provide advice to ensure the most efficient use of the resources; and

(c) Review the collaboration relationship with the Universities and the mechanisms concerned.

(IV) Audit and Risk Committee

(a) Exercise an active oversight of the internal audit function to ensure that:

(i) the Operator’s mandate, resources and organisational status are appropriate;

(ii) the Operator’s plans and activities are adequate to provide systematic coverage of the internal control and risk management systems put in place; and

(iii) appropriate actions are taken in a timely manner to address the findings.

(b) Oversee the appointment of external auditor and all related matters, review the auditor's report and make decisions and recommendations to the Board of Directors;

(c) Oversee the effectiveness of systems for risk management and internal control, including monitoring the implementation and effectiveness of risk management, reviewing reports on significant risk issues reported to it by the HCE; and

(d) Oversee the implemented processes for monitoring compliance with pertinent statutes and regulations, compliance with the code of conduct relevant to the operation of the Hospital, effectiveness of controls against conflicts of interest and fraud, and effectiveness of the Hospital’s whistleblowing mechanism.

(V) Finance Committee

(a) Advise and make recommendations on the financial aspects of the Hospital;

(b) Advise and make recommendations on the financial planning, control, performance, monitoring and reporting of the Hospital;

(c) Advise on policy guidelines for all financial matters, including investment, business and insurance;

(d) Advise and make recommendations on the resource allocation policies;

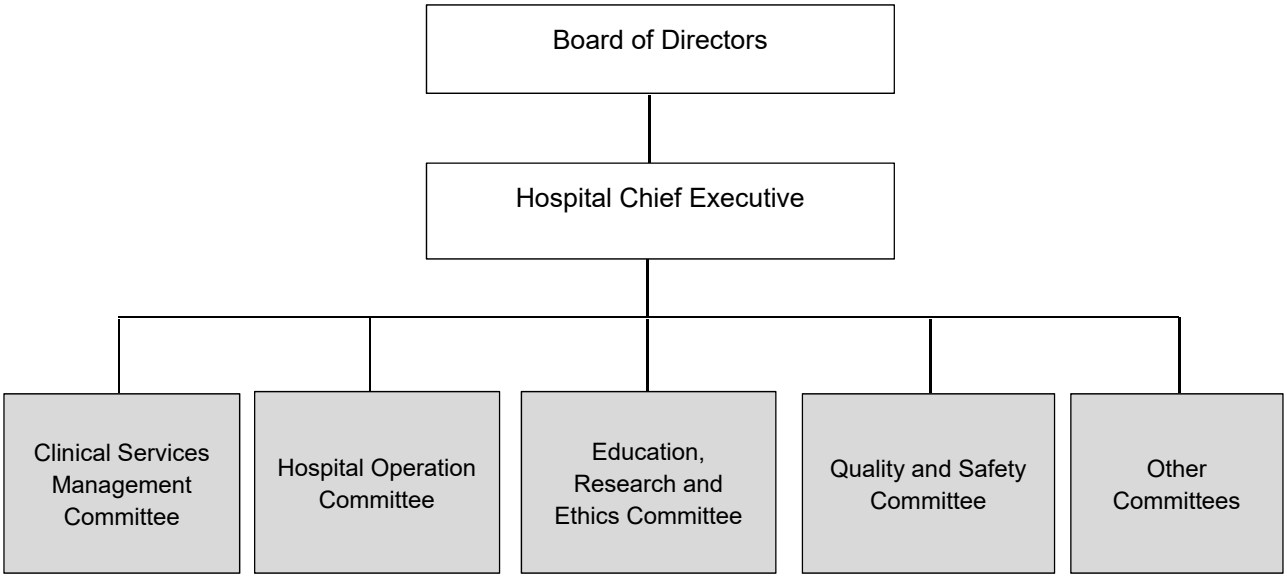
(e) Advise and recommend to the Board of Directors on the financial statements (audited and unaudited) of the Operator;

(f) Monitor the financial position of the Operator; and

(g) Consider periodically matters relating to risk, risk management and risk mitigation relevant to finance operations and other relevant areas contributing to the financial risk profile of the Operator.

2. **Executive Committees under the HCE**

(A) Sample structure



(B) Functions of Executive Committees

(I) Clinical Services Management Committee

Manage clinical services including but not limited to the integration of CM and WM, clinical protocol development and development of these services.

(II) Hospital Operation Committee

Manage the daily operations of the Hospital, such as hospital administration, finance, HR, and IT Systems.

(III) Education, Research and Ethics Committee

(a) Review and monitor educational and training programme and arrangements;

(b) Review and approve research proposals and applications, perform ethical assessment of these studies and continue to monitor and comment on ethical and scientific issues of all approved research projects as the Institutional Review Board; and

(c) Provide advice on clinical practice ethics.

(IV) Quality and Safety Committee

(a) Manage the clinical risks, quality and safety issues of the Hospital; and

(b) Handle patient complaints and medical incidents.

Appendix 6

Business Initiatives

I. Objectives and Obligations

The Operator, apart from the direct development and provision of Services, shall develop business initiatives that can help the Hospital to better accomplish its missions and functions stated in Section 5 (Missions and Functions of the Hospital) of Part (III) Service Deed Information of the Prequalification Document in the following areas:

(a) Enhance capabilities in providing services, education, training and research;

(b) Provide additional accessibility, convenience, scope and values of Services with added choices to patients and clients;

(c) Facilitate collaboration in promoting development of CM and CMs in Hong Kong; and

(d) Promote and create values of CM in healthcare.

II. Principles

The principles guiding the development of business initiatives should be considered with the background of having the defined missions and functions of the Hospital. The Hospital is a government property, the Government provides the whole start-up requirements in terms of physical setup of the hospital including building, furniture and equipment and IT Systems and the Government provides recurrent funding to the Hospital for delivery of subsidised services, agreed education, training and research programmes.

III. Scope

(a) All business initiatives should be related to the missions and functions as stipulated in Section 5 (Missions and Functions of the Hospital) of Part (III) Service Deed Information of the Prequalification Document;

(b) All business initiatives have to be related to the Hospital Services;

(c) All business initiatives should not deviate from the position of the Operator being the direct service provider with reference to the Hospital Services; and

(d) All business initiatives should fall within the objectives defined under Section I above.

IV. Arrangements

The arrangements shall be:

(a) Within the rights and obligations of the Service Deed, the Operator remains responsible to the Government for the performance of its obligations;

(b) according to requirements as stipulated in the Service Deed including confidentiality, probity and data protection;

(c) procure any contracts pursuant to the Service Deed by a fair, transparent and competitive bidding process;

(d) during any procurement process pursuant to the Service Deed, follow procedures reasonably intended to identify

subcontractors, providers and other professionals of appropriate quality, capabilities and calibre so that the Hospital Services meet appropriate quality standards and are provided in a cost-efficient manner;

(e) report agreements or transactions with its related companies/persons in relation to the Hospital Services in the Service Deed as when and required by the Government; and

(f) all these proposals required support from the Board of Directors and approval of the Government. The objectives and principles described in Sections I and II above together with financial risks and implications are of importance in consideration.

V. List of related but non-essential complementary services

(a) flower shop;

(b) convenience store;

(c) canteen;

(d) rehabilitation shop;

(e) CMs/herb retail shop;

(f) cafeteria;

(g) automatic teller machines; and

(h) Non-government organisation community services.

VI. Public-Private-Partnership ("PPP") programmes with other institutions

The Hospital may collaborate with other institutions through PPP programmes to be developed, subject to the development and operation needs of clinical services. As the Hospital will also be an

integral part of the healthcare system, it is expected that there will be significant patient flow between the Hospital and other institutions. The arrangement is subject to mutual agreement between the Hospital and other institutions, and approval of the Government. There is potential for interim usage of vacant inpatient capacity when the ward areas have not been fully utilised especially for the first five (5) years.

VII. Add-on market oriented training and research programmes

Add-on market oriented training and research programmes could be additional sources of income complementing subsidised training and research programmes.

Appendix 7

Sample Main Duties and Requirements of Core Management Team (For reference only)

1. HCE

Requirements	(a) Must be a registered CMP under the Chinese Medicine Ordinance (Cap. 549); (b) Must have substantial management experience in healthcare organisation(s) or hospital(s); and (c) If the HCE is to take up the role of a chief medical executive under the Private Healthcare Facilities Ordinance (Cap. 633), he shall be a registered medical practitioner and must have been registered for not less than fifteen (15) years in Hong Kong.
Main duties	(a) Support and assist the Board of Directors in developing the policies to achieve the Missions and Functions of the Hospital; (b) Develop and implement the Hospital's policies, strategies, operational objectives, plans to promote and maximise the potential of the Hospital; (c) Report to the Board of Directors on the Hospital operation, development, annual planning, financial status and obtain approval from the Board of Directors as appropriate; (d) Implement all commitments as required in the Service Deed, report to and obtain approval from the Government as required; (e) Lead the Hospital's management team, healthcare professionals and supporting staff to ensure the effective delivery of Hospital Services including training and research; (f) Manage daily operations of the Hospital. If the HCE is not a registered medical practitioner, the

	role of chief medical executive as required by the Private Healthcare Facilities Ordinance (Cap. 633) shall be taken up by the Deputy HCE (WM); (g) Manage resources within the Hospital to achieve the highest level of effectiveness and efficiency within the resources available; (h) Maintain close contact with the CM industry and community in order to achieve optimal effectiveness; and (i) Work closely with Universities to provide training and the Hospital Services, and to achieve research missions.

2. Deputy HCE (CM)

Requirements	(a) Must be a registered CMP in the Chinese Medicine Ordinance (Cap. 549); and (b) Must have substantial management experience in healthcare organisation(s) or hospital(s) in Hong Kong.
Main duties	(a) Lead the CM division; (b) Manage job positions and grades within the CM medical team; (c) Lead the relevant CM teams, including recruitment and obtaining certifications and accreditation; (d) Develop CM related policies and set procedures relating to medical and clinical services such as cost management, usage checks, quality assurance and establishing medical guidelines; (e) Plan CM service facilities and development; (f) Ensure that the daily clinical operation of the CM division complies with the Applicable Laws and licensing requirements; (g) Handle patient complaints and related medical

	incidents relating to the CM division; (h) Manage CM and support WM research and education; (i) Manage staff of CM pharmacy; and with option to manage allied health grades; (j) Support service planning and development of the Hospital; (k) Assist in the development and implementation of organisation policies and plans; (l) Take charge of the day to day administration of the Hospital in case the Deputy HCE(WM) is to take up the role of a chief medical executive under the Private Healthcare Facilities Ordinance (Cap. 633); and (m) Report to the HCE.

3. Deputy HCE (WM)

Requirements	(a) Must be a registered medical practitioner under the Medical Registration Ordinance (Cap. 161); (b) If the Deputy HCE (WM) is to take up the role of a chief medical executive under the Private Healthcare Facilities Ordinance (Cap. 633), he shall be a registered medical practitioner and must have been registered for not less than fifteen (15) years in Hong Kong; and (c) Must have substantial hospital management experience in Hong Kong.
Main duties	(a) Lead the WM division; (b) Manage job positions and grades within the WM medical team; (c) Lead the relevant WM teams, including recruitment and obtaining certifications and accreditation; (d) Develop WM related policies and set procedures

	relating to medical and clinical services such as cost management, usage checks, quality assurance and establishing medical guidelines; (e) Plan WM service facilities and development; (f) Ensure that the daily clinical operation of the WM division complies with the Applicable Laws and licensing requirements; (g) Handle patient complaints and related medical incidents relating to the WM division; (h) Manage WM and support CM research and education; (i) Manage staff of WM pharmacy; and with option to manage allied health grades; (j) Support service planning and development of the Hospital; (k) Assist in the development and implementation of organisation policies and plans; and (l) Report to the HCE.

4. General Manager (Nursing)

Requirements	(a) Must be a holder of a valid registered nurse practicing certificate issued by the Nursing Council of Hong Kong; (b) Must have substantial hospital management experience in Hong Kong; and (c) Must have substantial experience in clinical nursing management.
Main duties	(a) Lead the nursing division; (b) Provide nursing input in the formation of policies of the divisions/department/units/services; (c) Implement and evaluate the manpower planning, recruitment, deployment and retention strategies for nursing and related staff; (d) Set up and implement staff development plan to

	facilitate career progression for nurses; (e) Lead the development, implementation and evaluation of nursing policies and standards within different divisions, department and units of the Hospital; (f) Facilitate and participate in the development of nursing profession; (g) Provide support service planning for the development of the Hospital; (h) Assist in the development and implementation of organisation policies and plans; and (i) Report to the HCE.

5. General Manager (Administrative Services and Human Resources)

Requirements	(a) Must have substantial hospital management experience in hospital in Hong Kong; (b) Must have substantial experience in hospital administration; (c) Must have relevant experience in HR management; and (d) Must be a holder of relevant qualification.
Main duties	(a) Lead the Hospital administration and HR division; (b) Develop administrative, support services, and HR functions and related operational policies, and to oversee their implementation in the Hospital; (c) Monitor the operation of the administrative, support services, and HR functions in the Hospital; (d) Co-ordinate with other managers of the Hospital and provide support to them where appropriate; (e) Ensure proper use, maintenance and disposition of Hospital assets and materials; (f) Support service planning and development of the Hospital;

	(g) Assist in the development and implementation of organisation policies and plans; and (h) Report to the HCE.

6. General Manager (Finance)

Requirements	(a) Must have substantial financial management experience in healthcare organisation(s) or hospital(s); and (b) Must be a holder of relevant qualification.
Main duties	(a) Lead the finance division; (b) Recommend an appropriate financial strategy for implementation at the Hospital; (c) Advise the Board of Directors, HCE and other senior managers regarding financial planning/management, budgeting as well as participating in the development of strategic direction and business plan of the Hospital; (d) Monitor the financial performance and manage the accounting activities of the Hospital; (e) Assist the clinical management teams in maximising the efficiency and effectiveness in resource management; (f) Develop and operate internal controls and accounting procedures for the Hospital; (g) Support service planning and development of the Hospital; (h) Assist in the development and implementation of organisation policies and plans; and (i) Report to the HCE.

Applicants must propose full requirements and main duties of each member of the Core Management Team and the structure of the Core Management Team.

Appendix 8

Annual Planning System

The Operator shall set up an Annual Planning Mechanism for advanced planning of Hospital programmes, manpower planning and financial planning for the following Financial Year. The programmes shall be in line with and for achieving the mission and function of the Hospital as stipulated in Section 5 (Missions and Functions of the Hospital) of Part (III) Service Deed Information of the Prequalification Document. The programmes shall be agreed by the Government and the Operator.

Proforma 1

Category 1 Information
Particulars and Experience of Applicants

An Applicant shall provide the following details:

(I) Particulars of Applicant

(a) Name of Applicant: _____ (in English)
_____ (in Chinese)

(b) Registered Address:

_____

_____

(c) Nature of Company: formed by Guarantee / by Statute*
(Note: * Please delete as appropriate.)

(d) Year of Establishment: _____

(e) Names and residential addresses of the following, where appropriate

	Name	Address
Members		
Directors		

(f) A copy of the Business Registration Certificate, Articles of Association, Certificate of Incorporation and Certificate of Change of Name (if any), the latest Annual Return filed with the Companies Registry, or other documents evidencing its business status.

(g) Name of Contact Person(s) on behalf of the Applicant in block letters

_____

(h) Telephone Number / Facsimile Number / Email Address:

_____

(i) Please indicate and check the following box of the documentary proof attached for the essential requirements as stipulated in Clause 3.1.1 of the Part (II) of Information to Applicants. On the Application Closing Date, the Applicant:

(1) must be either:

Clause 3.1.1(1)(a) – (i.e. a company limited by guarantee under the Laws of Hong Kong); or

☐ (Please indicate_____) *(Please refer to Note (1))*

Clause 3.1.1(1)(b) – (i.e. a statutory body corporate established under an Ordinance of the Laws of Hong Kong.)

☐ (Please indicate_____) *(Please refer to Note (1))*

(2) Clause 3.1.1(2) – (i.e. must be a single entity not being a Partnership or Joint Venture.)

☐ (Please indicate_____) *(Please refer to Note (1))*

(3) Clause 3.1.1(3) – (i.e. must have at least ten (10) years of aggregate experience within the twenty (20) years immediately prior to the Application Closing Date in providing CM services in Hong Kong of which five (5) years of experience were obtained in the five (5) years immediately prior to the Application Closing Date.)

☐ (Please complete Table 1 on Page 3.)

(4) Clause 3.1.1(4) – (i.e. must have at least ten (10) years of aggregate experience within the twenty (20) years immediately prior to the Application Closing Date in managing any healthcare organisation(s), each of which consists of more than one (1) healthcare unit and/or hospital(s) of which five (5) years of experience were obtained in the five (5) years immediately prior to the Application Closing Date.)

☐ (Please complete Table 2 on Page 4.)

(I) Experience of Applicant

Table 1

Applicant's experience in providing CM services in Hong Kong *(Please refer to Note (2))*:

Please refer to Clause 3.1.1 of Part (II) Information to Applicants when completing this table.

Applicant's experiences in descending chronological order within the twenty (20) years immediately prior to Original Application Closing Date.

Item	Name of service unit providing CM services	Address(es) of service unit in Hong Kong	Period(s) providing CM services with start date(s) and end date(s) (from DD/MM/YY to DD/MM/YY) *(Please refer to Note (3))*	Aggregate year(s) of experience *(Please refer to Note (4))*	Description of the CM services provided by the Applicant	Types of healthcare professionals involved in providing CM services *(Please refer to Note (5))*
1						
2						
3						

Table 2

Applicant's experience in managing healthcare organisation(s) and/or hospital(s) *(Please refer to Note (2))*:

Please refer to Clause 3.1.1 of Part (II) Information to Applicants when completing this table.

Applicant's experiences in descending chronological order within the twenty (20) years immediately prior to Original Application Closing Date.

	Name of *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital	**Address(es) of *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Service period(s) with start date(s) and end date(s) (from DD/MM/YY to DD/MM/YY) *(Please refer to Note (3))***	**Aggregate year(s) of experience *(Please refer to Note (4))***	**Please tick as applicable (✓)**		**Types of healthcare professionals involved in providing services in healthcare unit or hospital *(Please refer to Note (5))***
					Healthcare unit (non-hospital)	**Hospital**	
1							
2							
3							

Notes: (1) Please indicate the title and/or nature of documentary proof provided.

(2) For the avoidance of doubt:

a. the experience of the Applicant as a sub-contractor; and

b. the experience of an associated company of the Applicant,

will not be counted as experience of the Applicant.

An "**associated company**" means the subsidiary or holding company of the Applicant (if any) or a subsidiary of the Applicant's holding company (if any).

(3) DD/MM/YY means Date/Month/Year. For example, for 5 January 2017, it should be presented as "05/01/2017".

(4) All experience is counted in days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of years rounded up to the nearest two (2) decimal places.

(5) Types of healthcare professionals:

a. a medical practitioner registered with the Medical Council of Hong Kong;

b. a Chinese medicine practitioner registered with the Chinese Medicine Council of Hong Kong;

c. a dentist registered with the Dental Council of Hong Kong;

d. a pharmacist registered with the Pharmacy and Poisons Board of Hong Kong;

e. a nurse registered with the Nursing Council of Hong Kong;

f. a midwife registered with the Midwives Council of Hong Kong;

g. a medical laboratory technologist registered with the Medical Laboratory Technologists Board of the Supplementary

Medical Professions Council;

h. an occupational therapist registered with the Occupational Therapists Board of the Supplementary Medical Professions Council;
i. an optometrist registered with the Optometrists Board of the Supplementary Medical Professions Council;
j. a radiographer registered with the Radiographers Board of the Supplementary Medical Professions Council;
k. a physiotherapist registered with the Physiotherapists Board of the Supplementary Medical Professions Council; and
l. a chiropractor registered with the Chiropractors Council.

(6) Please use additional sheet(s) if required.

(7) Documentary evidence shall be submitted to the Government for evaluation.

(8) The Government will not accept the use of a postal box as the Applicant’s correspondence address for any purpose.

Ref.: FHBH2417S001

Proforma 2

Reply Slip for Briefing Session

To: Chinese Medicine Hospital Project Office

Attn: Senior Manager (CMHPO)2A

Fax: (852) 2556 2839 / Email: cmhtender@fhb.gov.hk

Prequalification for the Operation of
a Chinese Medicine Hospital in Tseung Kwan O

(Please return the completed Reply Slip to FHB via the above fax no. / email by 12:00 noon on 19 September 2019 for enrolment.)

I / Representative(s) of my organisation would like to attend the following briefing session:

Date : 24 September 2019
Time : 14:30 to 17:30 hours
Venue : Training cum Lecture Room
5/F, West Wing of Central Government Offices
2 Tim Mei Avenue, Tamar, Hong Kong

Due to limited number of seats, each organisation is not allowed to nominate more than five representatives. More seats may be provided subject to the availability of seats. FHB has absolute discretion to decide whether to accept enrolment from organisation.

Name	Post title

Name of contact person: _____

Name of organisation: _____

Telephone number: _____

Email: _____

Fax: _____

Please specify if any representative is a person with disability and requires special arrangement: _____

Date: _____

Proforma 3

Licence

To: The Government of the Hong Kong Special Administrative Region ("the Government")

Re: Prequalification Document for the Operation of a Chinese Medicine Hospital in Tseung Kwan O

1. I/We refer to the Prequalification Document for the Operation of a Chinese Medicine Hospital in Tseung Kwan O issued by the Government on 13 September 2019 ("**Prequalification Document**").

2. Unless otherwise defined herein, terms and expressions which are defined in the Prequalification Document have the same respective meanings where used in this Licence.

3. In consideration of the Government agreeing in the Prequalification Document to pay HK$1.00 to me/us upon demand, I/we hereby undertake, acknowledge and agree on the terms set out below.

4. I/We hereby grant to the Government, its authorised users, assigns and successors-in-title a freely transferable, royalty-free, irrevocable, exclusive, worldwide, perpetual and sub-licensable licence ("**Licence"**) to do any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Cap. 528) (including without limitation to the rights to copy, adapt, enhance, translate and modify) in relation to the works and materials comprised in the Application, and all ideas and expressions of ideas, suggestions and proposals and other documents contained in or submitted with the Application and all Intellectual Property Rights subsisting in the Application for the Purposes, the purposes of considering the development of medical and health services in Hong Kong, record and public consultation and any subsequent tender or procurement exercise and any other purposes incidental thereto. In relation to any of the Licensed Materials which I am/we are not empowered to grant sub-licence(s), I/we hereby undertake to procure at my/our sole cost and

expense the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third parties in respect of the Licensed Materials to be granted on or before the incorporation of the relevant materials in accordance with the terms hereof. For avoidance of doubts, the Government, its authorised users, assigns and successors-in-title shall be entitled to use the works and materials comprised in the Application in the manner and for any of the purposes as abovementioned (including the Purposes) without acknowledging the source of such works and materials.

5. I/We further agree that all the Intellectual Property Rights which may subsist in the alterations or modifications developed by the Government, its authorised users, assigns and successors-in-title in respect of the works and materials comprised in the Application shall be the sole and exclusive property of the Government and shall be and remain vested in the Government immediately upon creation.

6. I/We hereby warrant that:

(a) each party who executes this Licence has or shall have the full capacity, right, title, power and authority to execute this Licence including without limitation the grant of the relevant licence(s) in respect of the Intellectual Property Rights to the Government according to Clause 4 of this Licence;

(b) the works and materials relating to the Application developed or submitted by an Applicant specifically under the Prequalification Document (except Licensed Materials) shall be or consist of original works created, developed or made by the Applicant for the Government;

(c) the submission of the Application and the use, operation, custody or possession by the Government and its authorised users of the works and materials relating to the Application (including the Licensed Materials) or any part thereof for any of the purposes contemplated by the Prequalification Document shall not infringe the Intellectual Property Rights or any other rights of any person;

(d) the exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Licence will not infringe any Intellectual Property Rights or any other rights of any person;

(e) if the Application contains any works or materials of which the intellectual property rights belong to a third party **("Licensed Materials")**, prior to the use and incorporation of such works and materials in the Application, I/we shall have obtained from such third party the grant of all necessary licences for myself/ourselves and the Government and its authorised users to use such works and materials in the manner and for any of the purposes contemplated by this Prequalification Document. The costs of the above licences shall be borne by me/us; and

(f) all owners of the Intellectual Property Rights in the Application (except Licensed Materials) have joined in and executed this Licence in favour of the Government, its authorised users, assigns and successors-in-title.

7. I/We agree that any assignment made by any owners of the Intellectual Property Rights subsisting in the works or materials comprised in the Application shall be subject to the licence of the Government referred to in Clause 4 above. I/We shall procure that such owners/assignees to impose obligation(s) on the assignee(s) regarding their subsequent assignment(s) of such Intellectual Property Rights to be made subject to the said licence of the Government to the intent that such obligation(s) shall apply to all subsequent assignee(s) or successors-in-title.

8. I/We hereby shall irrevocably waive, and undertake to procure at my/our own cost and expense all relevant authors of the works and materials relating to the Application to irrevocably waive, all moral rights (whether past, present or future) in the works and materials. The waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect from the creation of such works and materials or the date of the submission of the Application (as the case may be).

9. I/We shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified from and against any and all actions, costs, claims (whether or not successful, compromised or settled) threatened, brought or established against the Government and all demands, losses, damages, costs, charges or 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 (1) any infringement or alleged infringement of any Intellectual Property Rights of any person in connection with the use, operation, custody or possession of the works or materials comprised in the Application or any part thereof by the Government and its authorised users, (2) the exercise of any rights granted to the Government and its authorised users under this Prequalification Document, and (3) the breach of any warranties concerning Intellectual Property Rights under this Prequalification Document.

10. I/We shall at my/our own costs and expense do and execute any further things and document(s) (or procure that the same be done or executed) as may be required by the Government to give full effect to the Licence and shall provide all such documents and materials to the Government within fourteen (14) days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.

11. The provisions of this Clauses 6, 7, 8, 9 and 10 shall survive the expiry, completion or termination of this Licence (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry, completion or termination.

12. I/We agree that all parties who have executed this Licence are jointly and severally liable for the obligations imposed and warranties given in this Licence.

13. This Licence shall be governed by and construed in accordance with the laws from time to time in force in Hong Kong and I/we agree to submit to the jurisdiction of the Hong Kong courts.

14. This Licence is duly executed by me/us under hand on [date] and shall take effect on such date.

_____

*signed by [name of Director], Director,
for and on behalf of [name of the
company]

_____

*signed by [name of Director], Director,
for and on behalf of [name of the
company]

Remarks:
*For adoption as appropriate.

Proforma 4

Category 2 Information
Experience of Applicant's Proposed Management Team

Important Note:

Applicants shall refer to Clause 3.3 of Part (III) Service Deed Information and Note 4 of **Appendix 2** when preparing **Proforma 4**.

Applicants shall demonstrate that the Applicant's proposed Management Team managing the Project (i.e. the team leader and his/her direct subordinates) has substantial years of aggregate experience in the managing the provision of CM services ("Experience A") and managing healthcare organisation(s) each of which consists of more than one (1) healthcare unit and / or hospital(s) ("Experience B") by completing **Proforma 4**. His/her direct subordinates mean those directly reporting to the team leader. Evaluation on the aggregated number of years of experience of each management team member shall be according to the methodology set out below:

(a) The management team leader and his/her subordinates will be assessed on individual basis;

(b) Only aggregated years of experience within the twenty (20) years immediately prior to the Original Application Closing Date will be counted;

(c) Regarding the management experience, only experience in directly managing the provision of CM services, healthcare organisation(s), or experience as a member of the Board of Directors of the healthcare organisation(s) or hospital(s) will be counted;

(d) If any of Experience A and Experience B overlap over a period, the two types of experience would be counted separately;

(e) Experience of a team member in managing the provision of CM services in more than one healthcare unit(s) and / or hospital(s) over the same period will not be double counted towards his Experience A, and experience of a team member in managing more than one healthcare organisation(s) and or hospital(s) over the same period will not be double counted towards his Experience B;

(f) Years of experience in each of Experience A and Experience B will be counted up to a maximum of ten (10) years per team member;

(g) A maximum of four (4) members including the team leader (with the most experience) would be counted for experience per Applicant; and

(h) For Experience B, preference will be given to hospital management experience, i.e. one (1) year of managing a hospital will be double counted as two (2) years but capped at a maximum of ten (10) years.

Applicants shall refer to Section 3 (Eligibility and Other Criteria) in Part (II) Information to Applicant for the definition of “CM services”, “healthcare unit” and “hospital” for the purpose of this Prequalification Exercise.

Information of team leader (team member 1)

Name : _____

Proposed role in managing the Project : _____

Management experiences in descending chronological order within the twenty (20) years immediately prior to the Original Application Closing Date:

	Name of *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital	**Address(es) of that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Position/ rank**	**Roles in that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Period(s) in that position with start date(s) and end date(s) (from DD/MM/YY to DD/MM/YY) (Please refer to Note (1))**	**Aggregate year of experience in that position (Please refer to Note (2))**	**Please tick as applicable (✓)**			**Type of healthcare professionals providing services in that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital (Please refer to Note (3)**
							CM services	**Healthcare unit (non-hospital)**	**Hospital**	
1										
2										
3										

Notes: (1) DD/MM/YY means Date/Month/Year. For example, for 5 January 2017, it should be presented as “05/01/2017”.

(2) All experience is counted in days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of years rounded up to the nearest two (2) decimal places.

(3) It refers to the following healthcare professionals:

a. a medical practitioner registered with the Medical Council of Hong Kong;
b. a Chinese medicine practitioner registered with the Chinese Medicine Council of Hong Kong;
c. a dentist registered with the Dental Council of Hong Kong;
d. a pharmacist registered with the Pharmacy and Poisons Board of Hong Kong;
e. a nurse registered with the Nursing Council of Hong Kong;
f. a midwife registered with the Midwives Council of Hong Kong;
g. a medical laboratory technologist registered with the Medical Laboratory Technologists Board of the Supplementary Medical Professions Council;
h. an occupational therapist registered with the Occupational Therapists Board of the Supplementary Medical Professions Council;
i. an optometrist registered with the Optometrists Board of the Supplementary Medical Professions Council;
j. a radiographer registered with the Radiographers Board of the Supplementary Medical Professions Council;
k. a physiotherapist registered with the Physiotherapists Board of the Supplementary Medical Professions Council; and
l. a chiropractor registered with the Chiropractors Council.

(4) Please use additional sheet(s) if required.

Information of team member 2

Name : _____

Proposed role in managing the Project : _____

Management experiences in descending chronological order within the twenty (20) years immediately prior to the Original Application Closing Date.

	Name of *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital	**Address(es) of that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Position/ rank**	**Roles in that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Period(s) in that position with start date(s) and end date(s) (from DD/MM/YY to DD/MM/YY) (Please refer to Note (1))**	**Aggregate year of experience in that position (Please refer to Note (2))**	**Please tick as applicable (✓)**			**Type of healthcare professionals providing services in that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital (Please refer to Note (3)**
							CM services	**Healthcare unit (non-hospital)**	**Hospital**	
1										
2										
3										

Notes: (1) DD/MM/YY means Date/Month/Year. For example, for 5 January 2017, it should be presented as “05/01/2017”.

(2) All experience is counted in days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of years rounded up to the nearest two (2) decimal places.

(3) It refers to the following healthcare professionals:

a. a medical practitioner registered with the Medical Council of Hong Kong;
b. a Chinese medicine practitioner registered with the Chinese Medicine Council of Hong Kong;
c. a dentist registered with the Dental Council of Hong Kong;
d. a pharmacist registered with the Pharmacy and Poisons Board of Hong Kong;
e. a nurse registered with the Nursing Council of Hong Kong;
f. a midwife registered with the Midwives Council of Hong Kong;
g. a medical laboratory technologist registered with the Medical Laboratory Technologists Board of the Supplementary Medical Professions Council;
h. an occupational therapist registered with the Occupational Therapists Board of the Supplementary Medical Professions Council;
i. an optometrist registered with the Optometrists Board of the Supplementary Medical Professions Council;
j. a radiographer registered with the Radiographers Board of the Supplementary Medical Professions Council;
k. a physiotherapist registered with the Physiotherapists Board of the Supplementary Medical Professions Council; and
l. a chiropractor registered with the Chiropractors Council.

(4) Please use additional sheet(s) if required.

Information of team member 3

Name : _____

Proposed role in managing the Project : _____

Management experiences in descending chronological order within the twenty (20) years immediately prior to the Original Application Closing Date:

	Name of *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital	**Address(es) of that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Position/ rank**	**Roles in that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Period(s) in that position with start date(s) and end date(s) (from DD/MM/YY to DD/MM/YY) (Please refer to Note (1))**	**Aggregate year of experience in that position (Please refer to Note (2))**	**Please tick as applicable (✓)**			**Type of healthcare professionals providing services in that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital (Please refer to Note (3)**
							CM services	**Healthcare unit (non-hospital)**	**Hospital**	
1										
2										
3										

Notes: (1) DD/MM/YY means Date/Month/Year. For example, for 5 January 2017, it should be presented as “05/01/2017”.

(2) All experience is counted in days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of years rounded up to the nearest two (2) decimal places.

(3) It refers to the following healthcare professionals:

a. a medical practitioner registered with the Medical Council of Hong Kong;
b. a Chinese medicine practitioner registered with the Chinese Medicine Council of Hong Kong;
c. a dentist registered with the Dental Council of Hong Kong;
d. a pharmacist registered with the Pharmacy and Poisons Board of Hong Kong;
e. a nurse registered with the Nursing Council of Hong Kong;
f. a midwife registered with the Midwives Council of Hong Kong;
g. a medical laboratory technologist registered with the Medical Laboratory Technologists Board of the Supplementary Medical Professions Council;
h. an occupational therapist registered with the Occupational Therapists Board of the Supplementary Medical Professions Council;
i. an optometrist registered with the Optometrists Board of the Supplementary Medical Professions Council;
j. a radiographer registered with the Radiographers Board of the Supplementary Medical Professions Council;
k. a physiotherapist registered with the Physiotherapists Board of the Supplementary Medical Professions Council; and
l. a chiropractor registered with the Chiropractors Council.

(4) Please use additional sheet(s) if required.

Information of team member 4

Name : _____

Proposed role in managing the Project : _____

Management experiences in descending chronological order within the twenty (20) years immediately prior to the Original Application Closing Date:

	Name of *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital	**Address(es) of that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Position/ rank**	**Roles in that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital**	**Period(s) in that position with start date(s) and end date(s) (from DD/MM/YY to DD/MM/YY) (Please refer to Note (1))**	**Aggregate year of experience in that position (Please refer to Note (2))**	**Please tick as applicable (✓)**			**Type of healthcare professionals providing services in that *(i)* healthcare organisation and healthcare units under the healthcare organisation or *(ii)* hospital (Please refer to Note (3)**
							CM services	**Healthcare unit (non-hospital)**	**Hospital**	
1										
2										
3										

Notes: (1) DD/MM/YY means Date/Month/Year. For example, for 5 January 2017, it should be presented as “05/01/2017”.

(2) All experience is counted in days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of years rounded up to the nearest two (2) decimal places.

(3) It refers to the following healthcare professionals:

a. a medical practitioner registered with the Medical Council of Hong Kong;
b. a Chinese medicine practitioner registered with the Chinese Medicine Council of Hong Kong;
c. a dentist registered with the Dental Council of Hong Kong;
d. a pharmacist registered with the Pharmacy and Poisons Board of Hong Kong;
e. a nurse registered with the Nursing Council of Hong Kong;
f. a midwife registered with the Midwives Council of Hong Kong;
g. a medical laboratory technologist registered with the Medical Laboratory Technologists Board of the Supplementary Medical Professions Council;
h. an occupational therapist registered with the Occupational Therapists Board of the Supplementary Medical Professions Council;
i. an optometrist registered with the Optometrists Board of the Supplementary Medical Professions Council;
j. a radiographer registered with the Radiographers Board of the Supplementary Medical Professions Council;
k. a physiotherapist registered with the Physiotherapists Board of the Supplementary Medical Professions Council; and
l. a chiropractor registered with the Chiropractors Council.

(4) Please use additional sheet(s) if required.

Proforma 5

Category 2 Information
Financial Capability of the Applicant

Important Note:

Applicant shall refer to Clause 14.5.1 of Part (III) Service Deed Information, Clauses 3.2.2 and 3.2.4 of Part (II) Information to Applicants and Note 5 of **Appendix 2** in preparing **Proforma 5** providing information on the Applicant's consolidated gross revenue and cash and cash equivalents.

Applicant shall be evaluated based on:

(a) The Applicant's consolidated gross revenue based on audited accounts on the latest three (3) years' consolidated financial statement prior to the Original Application Closing Date.

(b) The Applicant's cash and cash equivalents based on audited accounts on the latest three (3) years' consolidated financial statement prior to the Original Application Closing Date.

On sub-criteria 11 and 12, the averaged amount over the three (3) years will be used for scoring. On sub-criterion 12, in the event that any Third-Party Commitments (as referred to in Clause 3.2.2 of Part (II) Information to Applicant) is providing financial support, the amount of cash and cash equivalents considered will include the amount of annualised funding support proposed in the relevant undertaking or agreement. The acceptance of such arrangement for the counting of cash and cash equivalents will be according to Clause 3.2.4 of Part (II) Information to Applicants.

Consolidated gross revenue (refer to Note 5 of Appendix 2)

Year	Year of audited financial statements	Consolidated gross revenue
1		
2		
3		
Average consolidated gross revenue:		

Cash and cash equivalents (refer to Note 5 of Appendix 2)

Year	Year of audited financial statements	Cash and cash equivalents
1		
2		
3		
Average cash and cash equivalent:		

Notes: (1) Please attach the relevant documentary evidence.

(2) Please use additional sheet(s) if required.

Proposal PII-14

Category 3 Information
Proposals Conducive to the Hospital Development

Important Note:

Applicants shall refer to Clause 14 of Part (II) Information to Applicants. Applicants are invited to submit proposal that are conducive to the Hospital development. This proposal shall not be scored in this Prequalification Exercise. They will be considered by the Government in formulating requirements at the Tender stage. Each Applicant is invited to submit plans on the following areas:

(a) Missions and Functions Business Plan

Applicants shall refer to Clause 5.2 of Section 5 (Missions and Functions of the Hospital) of Part (III) Service Deed Information when preparing this proposal. Clauses 5.2.1 – 5.2.3 of the said Section 5 are relevant for overriding positioning, each Applicant is invited to provide a **Missions and Functions Business Plan** for achieving individual items of Clauses 5.2.4, 5.2.5, 5.2.6, 5.2.7 and 5.2.8 (i.e. the provision of healthcare service, education and training, research, collaboration and creating health values). The Missions and Functions Business Plan should include a description on the following:

(i) the approaches, frameworks, plans and intended outcomes in achieving the respective Hospital Missions and Functions;

(ii) anticipated issues, problems and challenges in implementing the proposed Missions and Functions Business Plan together with the strategies that will be adopted to overcome them, including descriptions on attaining enablers and defining success factors; and

(iii) an analysis on the Applicant's attributes, qualities, capabilities and strengths that the Applicant would contribute to the success of the Hospital in achieving the respective Hospital Missions and Functions.

(b) Applicants shall refer to Clause 5.2.10 of Section 5 (Missions and Functions of the Hospital) of Part (III) Service Deed Information when preparing this proposal. The Hospital shall bring together the IT architecture and design of the Hospital, innovative technology, and best practices in healthcare to achieve effective, efficient, responsive patient-centred care. With reference to the above, each Applicant is invited to provide an **Intelligent Hospital Plan** to develop the Hospital into an intelligent hospital. The Intelligent Hospital Plan should include the following:

(i) the Applicant's understanding of the concept of an intelligent hospital;

and

(ii) a description of the technologies or innovations proposed to be adopted in the Hospital detailing how such would be implemented to bring the intended desirable outcomes or benefits backed up with analysis on market availability and adoption practices in the field.

(c) Applicants shall refer to Clause 9.11.2 of Section 9 (Clinical Services) of Part (III) Service Deed Information when preparing this proposal. The CM pharmacy will consist of a dispensary area, a decoction area, a CM compounding area and a herb and granule storage area. The CM pharmacy services constitute an important element in achieving efficient and effective CM services including training and research. Each Applicant is invited to provide a **CM Pharmacy Plan** which should include the following:

(i) a proposal of how the CM Pharmacy services should be organised including a mechanism to incorporate professional input in needs assessment, business model with CMs suppliers and off-site service providers if any, in addressing the needs of different types of Hospital Services; and

(ii) a description of the technologies and automations proposed to be adopted in the CM Pharmacy detailing how such would be implemented to bring the intended desirable outcomes or benefits backed up with analysis on market availability and adoption practices in the field.

(d) Applicants shall refer to Section 9 (Clinical Services) and Section 13 (HR Management) of Part (III) Service Deed Information when preparing this proposal. Each Applicant is invited to provide an **Expertise Availability Plan** of CMPs, WM doctors and staff of CM pharmacy which should include the following:

(i) a plan to secure the necessary expertise of individual grades through recruitment for full-time staff, part-time staff, honorary staff, visiting professionals. Manpower plan in terms of number of staff for individual grades is not required.

(e) Applicants shall refer to Clauses 9.10 and 9.11 of Section 9 (Clinical Services) of Part (III) Service Deed Information when preparing this proposal. Each Applicant is invited to provide a **Western Medical Services Availability Plan** to tie in with the phased opening and development of the Hospital. The Western Medical Services Availability Plan should include the following:

(i) a plan to make available services including WM doctor patient services, radiology, pathology and other clinical supporting services through in-house employment, collaboration, sub-contracting out or other business arrangements.

(f) Applicants shall refer to Clauses 16.10.1 and 16.10.2 of Section 16 (Set-up and Commissioning) of Part (III) Service Deed Information when completing this proposal. Each Applicant is invited to provide a **Service Test Run Plan** to prepare for the commencement of Hospital Services. The Service Test Run Plan should include the following:

(i) scope and scale of test-run service; and
(ii) key objectives in the design and how the test-run services will aid team-building and development, and the benefits this may bring to the Hospital.

(g) Other suggestions which are conducive to the development of the Hospital.

For Applicant's completion:

1. **Submission on item (a) Missions and Functions Business Plan of the Important Note above**

2. **Submission on item (b) Intelligent Hospital Plan of the Important Note above**

3. **Submission on item (c) CM Pharmacy Plan of the Important Note above**

4. **Submission on item (d) Expertise Availability Plan of the Important Note above**

5. Submission on item (e) Western Medical Services Availability Plan of the Important Note above

6. Submission on item (f) Service Test Run Plan of the Important Note above

7. Submission on item (g) other suggestions of the Important Note above

Note: Please use additional sheet(s) if required.

Proposal PIII-8a

Category 2 Information
Organisation Plan

Important Note:

Applicants shall refer to Section 7 (Formation of the Operator), Section 8 (Hospital Structure and System) of Part (III) Service Deed Information and Note 1 of **Appendix 2** when preparing this **Proposal PIII-8a**.

Applicants shall include a proposal of a Hospital organisation structure which ensures that the provision of quality Hospital Services is effective and efficient, achieves the Hospital Missions and Functions. The proposal shall cover all Committees under the Board of Directors of Clause 7.3 under Section 7 (Formation of the Operator) of Part (III) Service Deed Information, the Hospital Administrative Structure and the Executive Committee Structure. The Hospital Structure and System shall fulfil all Hospital functions and required structures, including:

(1) all the specified structures and Hospital functions of Clauses 9.2, 10.2, 11.2, 12.2, 13.2, 14.6.2 and 15.2.1 of Part (III) Service Deed Information; and

(2) all stipulated Specified Requirements on Selective Areas of Clause 8.2 under Section 8 (Hospital Structure and System) of Part (III) Service Deed Information indicated in Clause 8.1.1 under Section 8 (Hospital Structure and System) of Part (III) Service Deed Information.

The proposal shall include the following:

(a) Clear organisation charts of the Board of Directors and the Committees, the Hospital Administrative Structure and the Hospital committees within, and the Executive Committee Structure and the Hospital committees within;

(b) Description of the functions of each component of the organisation charts and an implementation timeline for formation of each component according to the following timelines:
   (i) Timeline 1: Before the submission of the application for hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap.633);
   (ii) Timeline 2: Before the Service Commencement Date; and
   (iii) Timeline 3: After the Service Commencement Date.

(c) Description of the structure and process which provide a suitable platform to develop, implement and monitor the requirements of 8.2.1(4) to 8.2.1(10) in the Specified Requirements on Selective Areas.

For Applicant's completion:

1. Submission on item (a) & item (b) with respect to each requirement of the Important Note above:

(I) Proposed structure of Committees under the Board of Directors

Organisation Chart I

Organisation structure of the Committees under the Board of Directors

Table I

Standing Committees and other Committees	Functions	Implementation timeline (Note 1) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)

Notes:

(1) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.

(2) Please use additional sheet(s) if required.

(II) Proposed Executive Committees Structure under the HCE

Organisation Chart II

Organisation structure of the Executive Committee Structure which includes executive committees and Hospital committees

Table IIa

Standing executive committees and other executive committees	Functions	Implementation timeline (Note 1) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)

Notes:
(1) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.

(2) Please use additional sheet(s) if required.

Table IIb

Hospital committees within the Executive Committee Structure	Functions	Implementation timeline (Note 1) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)

Notes:
(1) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.

(2) Please use additional sheet(s) if required.

(III) Hospital Administrative Structure under the HCE

Organisation Chart III

Organisation structure of the Hospital Administrative Structure and Hospital committees

Table IIIa: The divisions / departments under the Hospital Administrative Structure

Division A: (Name) _____
(Applicants may propose more than one (1) division.)

(Function)
_____
_____

(Implementation timeline - Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)
_____
_____

Department within Division A (Note 1)	**Functions**	**Implementation timeline (Note 2) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)**
Department name (1) within Division A		
Department name (2) within Division A		
Department name (3) within Division A		

Notes:
(1) Addition or reduction in the number of Departments could be made as required.
(2) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.
(3) Please use additional sheet(s) if required.

Division B: (Name) _____
(Applicants may propose more than one (1) division.)

(Function)
_____
_____

(Implementation timeline - Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)
_____
_____

Department within Division B (Note 1)	**Functions**	**Implementation timeline (Note 2) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)**
Department name (1) within Division B		
Department name (2) within Division B		
Department name (3) within Division B		

Notes:
(1) Addition or reduction in the number Departments could be made as required.
(2) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.
(3) Please use additional sheet(s) if required.

Ref.: FHBH2417S001

Division C: (Name) _____
(Applicants may propose more than one (1) division.)

(Function)
_____
_____

(Implementation timeline - Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)
_____
_____

Department within Division C (Note 1)	**Functions**	**Implementation timeline (Note 2) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)**
Department name (1) within Division C		
Department name (2) within Division C		
Department name (3) within Division C		

Notes:
(1) Addition or reduction in the number of Departments could be made as required.
(2) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.
(3) Please use additional sheet(s) if required.

Division D: (Name) _____
(Applicants may propose more than one (1) division.)

(Function)
_____
_____

(Implementation timeline - Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)
_____
_____

Department within Division D (Note 1)	**Functions**	**Implementation timeline (Note 2) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)**
Department name (1) within Division D		
Department name (2) within Division D		
Department name (3) within Division D		

Notes:
(1) Addition or reduction in the number of Departments could be made as required.
(2) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.
(3) Please use additional sheet(s) if required.

Division E: (Name) _____
(Applicants may propose more than one (1) division.)

(Function)
_____
_____

(Implementation timeline - Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)
_____
_____

Department within Division E (Note 1)	**Functions**	**Implementation timeline (Note 2) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)**
Department name (1) within Division E		
Department name (2) within Division E		
Department name (3) within Division E		

Notes:
(1) Addition or reduction in the number of Departments could be made as required.
(2) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.
(3) Please use additional sheet(s) if required.

Table IIIb: Hospital committees under Hospital Administrative Structure

Committees	Functions	Implementation timeline (Note 1) (Please indicate the timeline according to the below Note as Timeline 1, Timeline 2 or Timeline 3)
1.		
2.		
3.		
4.		

Notes:
(1) i. Timeline 1: Before the submission of an application for a hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633);
ii. Timeline 2: Before the Service Commencement Date; and
iii. Timeline 3: After the Service Commencement Date.

(2) Please use additional sheet(s) if required.

2. Submission on item (c) of the Important Note above:

Note: Please use additional sheet(s) if required

Proposal PIII-9a

Category 2 Information
Service Opening and Development Plan
5-year Plan to Develop Specialised CM Services

Important Note:

The Service Opening and Development Plan comprises **Proposals PIII-9a to PIII-9f**. Applicants shall refer to Clauses 9.4.1 to 9.4.7 of Part (III) Service Deed Information and Note 2 of the **Appendix 2** when preparing this **Proposal PIII-9a.**

Each Applicant shall submit a completed **Proposal PIII-9a** to propose a plan to develop specialised CM services in the initial five (5) years of the Service Period.

For Applicant's completion:

The specialised CM services to be provided at the Hospital are as follows-

Specialised CM services to be provided upon the Service Commencement Date		
1.	內科	Confirm provision of service upon the Service Commencement Date ☐
2.	骨傷科	Confirm provision of service upon the Service Commencement Date ☐
3.	針灸科	Confirm provision of service upon the Service Commencement Date ☐

(Please tick ☑ where appropriate.)

Specialised CM services to be provided within 60 months from the Service Commencement Date		
4.	外科	Within _____ (1^{st} / 2^{nd} / 3^{rd} / 4^{th} / 5^{th}) 12-month period immediately after the Service Commencement Date
5.	婦科	Within _____ (1^{st} / 2^{nd} / 3^{rd} / 4^{th} / 5^{th}) 12-month period immediately after the Service Commencement Date
6.	兒科	Outpatient service: Within _____ (1^{st} / 2^{nd} / 3^{rd} / 4^{th} / 5^{th}) 12-month period immediately after the Service Commencement Date
		Day-patient service: Within _____ (4^{th} / 5^{th}) 12-month period immediately after the Service Commencement Date
		Inpatient service: Within _____ (4^{th} / 5^{th}) 12-month period immediately after the Service Commencement Date

Note: Please use additional sheet(s) if required.

Proposal PIII-9b

Category 2 Information
Service Opening and Development Plan
3-year Plan to Develop Special Disease Programmes

Important Note:

The Service Opening and Development Plan comprises **Proposals PIII-9a to PIII-9f**. Applicants shall refer to Clauses 9.5.1 to 9.5.3 of Part (III) Service Deed Information and Note 2 of the **Appendix 2** when preparing this **Proposal PIII-9b.**

Each Applicant shall submit a completed **Proposal PIII-9b** to propose a plan to develop special disease programmes in the initial three (3) years of the Service Period.

Ref.: FHBH2417S001

For Applicant's completion:

The special disease programmes to be provided at the Hospital are as follows:

Special disease programmes shall be provided upon the Service Commencement Date		
(i)	Stroke Rehabilitation (中風後復康)	Confirm provision of service upon the Service Commencement Date ☐
(ii)	Cancer Rehabilitation / Palliative (腫瘤復康/紓緩)	Confirm provision of service upon the Service Commencement Date ☐
(iii)	Long-standing Pain (長期痛症)	Confirm provision of service upon the Service Commencement Date ☐
(iv)	Preventive and Health Maintenance (治未病)	Confirm provision of service upon the Service Commencement Date ☐

(Please tick ☑ where appropriate.)

Special disease programmes, if any, adopted from the list mentioned in Clause 9.5.3 of Section 9 (Clinical Services) of Part (III) Service Deed Information		
(v)		Within _____ (1st / 2nd / 3rd) 12-month period immediately after the Service Commencement Date
(vi)		Within _____ (1st / 2nd / 3rd) 12-month period immediately after the Service Commencement Date
(vii)		Within _____ (1st / 2nd / 3rd) 12-month period immediately after the Service Commencement Date
Special disease programmes, if any, other than those from the list mentioned in Clause 9.5.3 of Section 9 (Clinical Services) of Part (III) Service Deed Information		
(viii)		Within _____ (1st / 2nd / 3rd) 12-month period immediately after the Service Commencement Date
(ix)		Within _____ (1st / 2nd / 3rd) 12-month period immediately after the Service Commencement Date

Note: Please use additional sheet(s) if required.

Proposal PIII-9c

Category 2 Information
Service Opening and Development Plan
5-year Plan on Phased Bed Provision

Important Note:

The Service Opening and Development Plan comprises **Proposals PIII-9a to PIII-9f**. Applicants shall refer to Clauses 9.6.1 and 9.6.2 of Part (III) Service Deed Information, Note 2 of the **Appendix 2** and the below example when preparing this **Proposal PIII-9c.**

Each Applicant shall submit a completed **Proposal PIII-9c** to propose a plan on phased bed provision in the initial five (5) years of the Service Period.

Example:

<table>
<tr><td colspan="5">Illustration in formulating this proposal, taking provision of beds within the third (3rd) 12-month period immediately after the Service Commencement Date as an example:</td></tr>
<tr><td></td><td>Day beds</td><td>Inpatient bed (excluding high dependency beds and CTRC beds)</td><td>High dependency beds</td><td>CTRC beds</td></tr>
<tr><td colspan="5">Within the third (3rd) 12-month period immediately after the Service Commencement Date</td></tr>
<tr><td>(i)</td><td colspan="2">Total bed provision for day and inpatient services: <u>250</u>
(Consideration: within the preset range for that year [200-300]→ confirmed yes)</td><td rowspan="3">Bed provision for HDU services: <u>3</u>
(Consideration: on pro-rata basis – 1 high dependency bed for every 69 inpatient beds, rounded up to the nearest integer [175/69=2.53, rounded up to 3])</td><td rowspan="3">Bed provision for CTRC services: <u>15</u>
(Consideration: All CTRC beds shall be provided by the fifth year after the Service Commencement Date.)</td></tr>
<tr><td>(ii)</td><td>Bed provision for day-patient services: <u>75</u>
(Consideration: within the 14-40% range of total beds provided for that year [250*14% (35) to 250*40% (100)] → confirmed yes)</td><td>Bed provision for inpatient services: <u>175</u>
(Consideration: sum of day beds and inpatient beds equals total bed provision for that year → confirmed yes)</td></tr>
<tr><td>(iii)</td><td>(a) Bed provision for subsidised day-patient services: <u>38</u>
(Consideration: within the 50-65% range of day beds provided for that year [75*50% (37.5) to 75*65% (48.75)] → confirmed yes)
(b) Bed provision for add-on market oriented day-patient services: <u>37</u>
(Consideration: sum of subsidised day beds and add-on market oriented day beds equals total day beds provided for that year → confirmed yes)</td><td>(a) Bed provision for subsidised inpatient services: <u>113</u>
(Consideration: within the 50-65% range of inpatient beds provided for that year [175*50% (87.5) to 175*65% (113.75)] → confirmed yes)
(b) Bed provision for add-on market oriented inpatient services: <u>62</u>
(Consideration: sum of subsidised inpatient beds and add-on market oriented inpatient beds equals total inpatient beds provided for that year → confirmed yes)</td></tr>
</table>

For Applicant's completion:

The number of beds to be provided at the Hospital and the schedule of provision of beds are as follows –

<table>
<tr><th></th><th>Day-patient beds</th><th>Inpatient beds (excluding high dependency beds and CTRC beds)</th><th>High dependency beds</th><th>CTRC beds</th></tr>
<tr><td colspan="5">Within the first twelve-month period immediately after the Service Commencement Date</td></tr>
<tr><td>(i)</td><td colspan="2">Total bed (1st) provision for day-patient services: _____</td><td rowspan="3">NA</td><td rowspan="3">CTRC bed(s): _____</td></tr>
<tr><td>(ii)</td><td>NA</td><td>NA</td></tr>
<tr><td>(iii)</td><td>(a) Bed provision for subsidised day-patient services: _____
(b) Bed provision for add-on market oriented day-patient services: _____</td><td>NA</td></tr>
<tr><td colspan="5">Within the second (2nd) twelve-month period immediately after the Service Commencement Date</td></tr>
<tr><td>(iv)</td><td colspan="2">Total bed provision for day-patient and inpatient services: _____</td><td rowspan="3">High dependency bed(s): _____</td><td rowspan="3">CTRC bed(s): _____</td></tr>
<tr><td>(v)</td><td>Bed provision for day-patient services: _____</td><td>Bed provision for inpatient services: _____</td></tr>
<tr><td>(vi)</td><td>(a) Bed provision for subsidised day-patient services: _____
(b) Bed provision for add-on market oriented day-patient services: _____</td><td>(a) Bed provision for subsidised inpatient services: _____
(b) Bed provision for add-on market oriented inpatient services: _____</td></tr>
</table>

<table>
<tr><td colspan="5">Within the third (3rd) twelve-month period immediately after the Service Commencement Date</td></tr>
<tr><td>(vii)</td><td colspan="2">Total bed provision for day-patient and inpatient services: _____</td><td>High dependency bed(s): _____</td><td>CTRC bed(s): _____</td></tr>
<tr><td>(viii)</td><td>Bed provision for day-patient services: _____</td><td>Bed provision for inpatient services: _____</td><td rowspan="2"></td><td rowspan="2"></td></tr>
<tr><td>(ix)</td><td>(a) Bed provision for subsidised day-patient services: _____
(b) Bed provision for add-on market oriented day-patient services: _____</td><td>(a) Bed provision for subsidised inpatient services: _____
(b) Bed provision for add-on market oriented inpatient services: _____</td></tr>
<tr><td colspan="5">Within the fourth (4th) twelve-month period immediately after the Service Commencement Date</td></tr>
<tr><td>(x)</td><td colspan="2">Total bed provision for day-patient and inpatient services: _____</td><td>High dependency bed(s): _____</td><td>CTRC bed(s): _____</td></tr>
<tr><td>(xi)</td><td>Bed provision for day-patient services: _____</td><td>Bed provision for inpatient services: _____</td><td rowspan="2"></td><td rowspan="2"></td></tr>
<tr><td>(xii)</td><td>(a) Bed provision for subsidised day-patient services: _____
(b) Bed provision for add-on market oriented day-patient services: _____</td><td>(a) Bed provision for subsidised inpatient services: _____
(b) Bed provision for add-on market oriented inpatient services: _____</td></tr>
</table>

<table>
<tr><td colspan="5">Within the fifth (5th) twelve-month period immediately after the Service Commencement Date</td></tr>
<tr><td>(xiii)</td><td colspan="2">Total bed provision for day-patient and inpatient services:_____</td><td rowspan="3">High dependency bed(s):_____</td><td rowspan="3">CTRC bed(s): 20</td></tr>
<tr><td>(xiv)</td><td>Bed provision for day-patient services:
_____</td><td>Bed provision for inpatient services:
_____</td></tr>
<tr><td>(xv)</td><td>(a) Bed provision for subsidised day-patient services: _____
(b) Bed provision for add-on market oriented day-patient services:
_____</td><td>(a) Bed provision for subsidised inpatient services: _____
(b) Bed provision for add-on market oriented inpatient services:
_____</td></tr>
</table>

Note: Please use additional sheet(s) if required.

Proposal PIII-9d

Category 2 Information
Service Opening and Development Plan
5-year Plan on Phased Outpatient Service Provision

Important Note:

The Service Opening and Development Plan comprises **Proposals PIII-9a to PIII-9f**. Applicants shall refer to Clauses 9.6.3 (1) to (9) of Part (III) Service Deed Information, Note 2 of the **Appendix 2** and the below example when preparing this **Proposal PIII-9d**.

Each Applicant shall submit a completed **Proposal PIII-9d** to propose a plan of phased outpatient service provision in the initial five (5) years of the Service Period.

Example:

Illustration in formulating this proposal, taking provision of outpatient service within the third (3rd) 12-month period immediately after the Service Commencement Date as an example:

	Subsidised services	**Add-on market oriented services**
Within the third (3rd) twelve-month period immediately after the Service Commencement Date		
(i)	Provision of total outpatient services: 232,000 attendances *(Consideration: within the preset range for that year [155,000-310,000] → confirmed yes)*	
(ii)	Provision of subsidised outpatient services: 127,600 attendances *(Consideration: within the 50-65% range of total outpatient attendance for that year [232,000*50% (116,000) to 232,000*65% (150,800)] → confirmed yes)*	Provision of add-on market oriented outpatient services: 104,400 attendances *(Consideration: sum of subsidised outpatient attendance and add-on market oriented outpatient attendance equals total outpatient attendance for that year → confirmed yes)*
(iii)	(a) Provision of GOPS: 60,000 attendances *(Consideration: 60% of the total subsidised outpatient attendance for that year is 76,560, exceeding the 60,000 limit → confirmed yes)* (b) Provision of ROPS: 67,600 attendances *(Consideration: sum of GOPS attendance and ROPS attendance equals total subsidised outpatient attendance for that year → confirmed yes)*	NA

For Applicant's completion:

The total attendance with breakdown and the schedule of provision of outpatient services are as follows –

	Subsidised services	**Add-on market oriented services**
Within the first twelve-month period immediately after the Service Commencement Date		
(i)	Provision of total outpatient services: _____ attendances	
(ii)	Provision of subsidised outpatient services: _____ attendances	Provision of add-on market oriented outpatient services: _____ attendances
(iii)	(a) Provision of GOPS: _____ attendances (b) Provision of ROPS: _____ attendances	NA
Within the second (2nd) twelve-month period immediately after the Service Commencement Date		
(iv)	Provision of total outpatient services: _____ attendances	
(v)	Provision of subsidised outpatient services: _____ attendances	Provision of add-on market oriented outpatient services: _____ attendances
(vi)	(a) Provision of GOPS: _____ attendances (b) Provision of ROPS: _____ attendances	NA
Within the third (3rd) twelve-month period immediately after the Service Commencement Date		
(vii)	Provision of total outpatient services: _____ attendances	
(viii)	Provision of subsidised outpatient services: _____ attendances	Provision of add-on market oriented outpatient services: _____ attendances
(ix)	(c) Provision of GOPS: _____ attendances (d) Provision of ROPS: _____ attendances	NA

Within the fourth (4th) twelve-month period immediately after the Service Commencement Date		
(x)	Provision of total outpatient services: _____ attendances	
(xi)	Provision of subsidised outpatient services: _____ attendances	Provision of add-on market oriented outpatient services: _____ attendances
(xii)	(a) Provision of GOPS: _____ attendances (b) Provision of ROPS: _____ attendances	NA
Within the fifth (5th) twelve-month period immediately after the Service Commencement Date		
(xiii)	Provision of total outpatient services:_____ attendances	
(xiv)	Provision of subsidised outpatient services: _____ attendances	Provision of add-on market oriented outpatient services: _____ attendances
(xv)	(a) Provision of GOPS: _____ attendances (b) Provision of ROPS: _____ attendances	NA

Note: Please use additional sheet(s) if required.

Proposal PIII-9e

Category 2 Information
Service Opening and Development Plan
5-year Plan for Delivering Community Outreach Services

Important Note:

The Service Opening and Development Plan comprises **Proposals PIII-9a to PIII-9f**. Applicants shall refer to Clauses 9.6.4 (1) to (3) and Clause 9.6.1 (1) of Part (III) Service Deed Information, Note 2 of the **Appendix 2** and the below example when preparing this **Proposal PIII-9e**.

Each Applicant shall submit a completed **Proposal PIII-9e** to propose a plan for delivering community outreach services in the initial five (5) years of the Service Period.

Examples:

	Example 1: Community outreach service programme: mobile clinics Time of introduction of the service: Within the first (1st) 12-month period from the Service Commencement Date Description (including the arrangement, scale and scope): Provide CM consultations to patients in residential areas in [figure] districts in Hong Kong to facilitate access of CM care by the elderly, disabled and functionally deficit. Extent of services to be provided: Planned attendance: [figure] attendances per year Whether this service will be provided as subsidised or add-on market oriented service: ☐ as subsidised service ☑ as add-on market oriented service (Please tick ☑ where appropriate.)
	Example 2: Community outreach service programme: community Chinese medical and nursing care service Time of introduction of the service: Within the second (2nd)12-month period from the Service Commencement Date Description (including the arrangement, scale and scope): Provide comprehensive and individualised Chinese medical and nursing care to patients in their own environment with a view to maximising or maintaining their optimum level of self-care and functioning. Target patients: Elderly aged 65 or above and assessed to be in the state of either moderate or severe level of impairment by the Standardised Care Need Assessment Mechanism for Elderly Services. Service area covers Sai Kung and Kwun Tong District. Extent of services to be provided: Planned home visits: [figure] visits per year. Whether this service will be provided as subsidised or add-on market oriented service: ☑ as subsidised service ☐ as add-on market oriented service (Please tick ☑ where appropriate.)

For Applicant's completion:

The 5-year plan for community outreach services to be provided at the Hospital are as follows-

1.	Community outreach service programme: _____ Time of introduction of the service: Within the _____ (1^{st} / 2^{nd} / 3^{rd} / 4^{th} / 5^{th}) 12-month period immediately after the Service Commencement Date Description (including the arrangement, scale and scope):_____ _____ _____ Extent of services to be provided: _____ _____ Whether this service will be provided as subsidised or add-on market oriented service: ☐ as subsidised service ☐ as add-on market oriented service (Please tick ☑ where appropriate.)
2.	Community outreach service programme: _____ Time of introduction of the service: Within the _____ (1^{st} / 2^{nd} / 3^{rd} / 4^{th} / 5^{th}) 12-month period immediately after the Service Commencement Date Description (including the arrangement, scale and scope):_____ _____ _____ Extent of services to be provided: _____ _____ Whether this service will be provided as subsidised or add-on market oriented service: ☐ as subsidised service ☐ as add-on market oriented service (Please tick ☑ where appropriate.)

Note: (1) Please use additional sheet(s) if required.

Proposal PIII-9f

Category 2 Information
Service Opening and Development Plan
Implementation Plan

Important Note:

The Service Opening and Development Plan comprises **Proposals PIII-9a to PIII-9f**. Applicants shall refer to Section 9 (Clinical Services) of Part (III) Service Deed Information and Note 2 of the **Appendix 2** when preparing this **Proposal PIII-9f**.

In line with **Proposals PIII-9a to PIII-9e**, Applicants shall describe in **Proposal PIII-9f** the implementation plan on the proposed phased services provision in the initial five (5) years of the Service Period and expected services provision throughout the Service Period. The implementation plan in **Proposal PIII-9f** shall include the following:

(a) Description of issues, problems and challenges (constraints) involved and the strategies adopted in proposing the phased service provision plan in the initial five (5) years of the Service Period **(Proposals PIII-9a to PIII-9e)**;

(b) Description of the content and scope of services proposed for the Hospital and their development in the initial five (5) years of the Service Period including description of the anticipated casemix (i.e. patient and disease types) and special disease programmes proposed in **Proposal PIII-9b**;

(c) Proposal describing approaches, frameworks, plans in implementing the proposed phased service opening in the initial five (5) years of the Service Period **(Proposals PIII-9a to PIII-9e)** and subsequent service development during the Service Period including descriptions of:
   (i) proposals to address the issues, problems and challenges (constraints) identified in (a);
   (ii) proposal to address challenges that may be faced in achieving patient volume, ensuring quality and patient safety; and
   (iii) descriptions of attaining enablers and defining success factors.

(d) A proposed task list and the corresponding completion timeline of individual tasks for obtaining all necessary licences before commencement of Hospital Services including the hospital licence in accordance with the Private Healthcare Facilities Ordinance (Cap. 633).

For Applicant's completion:

The Implementation Plan is as follows-

1. Submission on item (a) of the Important Note above:

2. Submission on item (b) of the Important Note above:

3. Submission on item (c) of the Important Note above:

4. Submission on item (d) of the Important Note above:

5. Innovative suggestions (see Note (1) below):

(Please list out the paragraph(s) or item number(s) setting out innovative suggestions in Proposal PIII-9a to PIII-9f and add remarks as appropriate.)

Notes: (1) To facilitate evaluation of the Applicants, Applicants are requested to highlight the proposed innovative suggestions in the Applications and explain clearly the benefits/positive values that such will contribute to the performance of the Hospital Services. If so requested by the Government, Applicants shall provide supporting documents or a demonstration to prove the practicability of the innovative suggestions.

(2) Please use additional sheet(s) if required.

Proposal PIII-13a

Category 2 Information
Core Management Team

Proposal of Core Management Team

Important Note:

Applicants shall refer to Section 13 (HR Management) of Part (III) Service Deed Information and **Appendix 7** and Note 3 of **Appendix 2** when preparing this **Proposal PIII-13a**.

Applicants shall propose a Resourcing Plan on Core Management Team and grade structures for CM grades including CM practitioners and staff of CM Pharmacy, and other grades including WM doctors, nursing and allied health. The Resourcing Plan shall include the following:

(a) Description of the proposed the Core Management Team, which shall include the team organisation structure and duty descriptions together with the proposed qualifications and experience of the team members; and

(b) Grade structure for CM practitioners, staff of CM Pharmacy, WM doctors, nursing and allied health with provision of information on rank, qualification and experience.

For Applicant's completion:

1. Submission on item (a) of the Important Note above

(I) Proposed structure of the Core Management Team

(II) Proposed duties and experience/qualification of Core Management Team

Core Management Team	Main Duties	Experience and Qualification
1. Hospital Chief Executive (HCE)		
2. Deputy HCE (CM)		
3. Deputy HCE (WM)		
4. General Manager (Nursing)		
5. General Manager (Administrative Services and Human Resources)		
6. General Manager (Finance)		

Note: Please use additional sheet(s) if required.

Proposal PIII-13b

Category 2 Information
Grade Structure

Proposal of grade structure (CMP, staff of CM Pharmacy, WM Doctor, Nursing and Allied Health)

Important Note:

Applicants shall refer to Section 13 (HR Management) of Part (III) Service Deed Information and **Appendix 7** and Note 3 of **Appendix 2** when preparing this **Proposal PIII-13b**.

Applicants shall propose a Resourcing Plan on Core Management Team and grade structures for CM grades including CM practitioners and staff of CM Pharmacy, and other grades including WM doctors, nursing and allied health. The Resourcing Plan shall include the following:

(a) Description of the proposed the Core Management Team, which shall include the team organisation structure and duty descriptions together with the proposed qualifications and experience of the team members; and

(b) Grade structure for CM practitioners, staff of CM Pharmacy, WM doctors, nursing and allied health with provision of information on rank, qualification and experience.

Ref.: FHBH2417S001

For Applicant's completion:

1. Submission on item (b) of the Important Note above

(I) Proposed grade structure of CMP:

CMP (Note)	Experience and Qualification
1. Rank 1	
2. Rank 2	
3. Rank N	
Additional Details:	

Note: Rank 1 is the most junior rank while Rank N is the most senior.
Addition or reduction in ranking could be made if deemed necessary.

(II) Proposed grade structure of CM Pharmacy staff

CM Pharmacy staff (Note)	Experience and Qualification
1. Rank 1	
2. Rank 2	
3. Rank N	
Additional Details:	

Note: Rank 1 is the most junior rank while Rank N is the most senior.
Addition or reduction of ranking could be made if deemed necessary.

(III) Proposed grade structure of WM doctor

WM doctor (Note)	Experience and Qualification
1. Rank 1	
2. Rank 2	
3. Rank N	
Additional Details:	

Note: Rank 1 is the most junior rank while Rank N is the most senior.
Addition or reduction in ranking could be made if deemed necessary.

(IV) Proposed grade structure of Nursing staff

Nursing staff (Note)	Experience and Qualification
1. Rank 1	
2. Rank 2	
3. Rank N	
Additional Details:	

Note: Rank 1 is the most junior rank while Rank N is the most senior.
Addition or reduction in ranking could be made if deemed necessary.

(V) Proposed grade structure of Allied Health staff

Allied Health staff (Notes)	Experience and Qualification
1. Rank 1	
2. Rank 2	
3. Rank N	
Additional Details:	

Notes: (1) Use separate tables for different allied health professionals as required.

(2) Rank 1 is the most junior rank while Rank N is the most senior. Addition or reduction in ranking could be made if deemed necessary.