電子健康系統(醫健通)參與者須知

醫健通 eHealth
香港特別行政區政府 HKSARGOVT

背景－何謂電子健康系統？

電子健康系統（醫健通）是根據《電子健康系統條例》（第625章）第5條設立的資訊基建設施，旨在備存及互通電子健康紀錄，並就提供醫護服務和健康管理的相關事宜提供支援或便利。電子健康紀錄包含個人及健康相關資料。在個別人士明確且知情的同意下，公私營醫護提供者可透過醫健通查閱其電子健康紀錄作醫護用途。

任何已經、正在或相當可能會接受醫護服務的個人(即醫護接受者)，均可以申請加入醫健通。如醫護接受者是幼年人(指未滿16歲人士)或無能力給予參與同意者，則合資格的人士可以代決人的身份，協助有關的醫護接受者登記加入醫健通。

第1部 — 醫護接受者如何在醫健通給予參與或互通同意？

2025年12月1日前給予的同意

參與同意

(a) 醫護接受者或代表某醫護接受者的代決人(代決人) 須在申請參加醫健通時，給予參與同意。

(b) 給予參與同意後，即表示醫護接受者或其代決人同意讓電子健康紀錄專員(專員)在醫健通內，與任何已獲該醫護接受者或其代決人互通同意的訂明醫護提供者，互通該醫護接受者的可互通資料，以作醫護及轉介用途。而凡醫護接受者或其代決人給予參與同意，該醫護接受者或其代決人即視為已向衞生署及醫院管理局(醫管局)給予互通同意。

(c) 如醫護接受者在2025年12月1日或之後給予參與同意，則該參與同意將被視為2025年12月1日之後給予的參與同意。

互通同意

(a) 醫健通不會自動容許醫護提供者(衞生署及醫管局除外)取覽醫護接受者在醫健通內的健康資料。醫護接受者或其代決人可選擇向個別已參加醫健通，並正在或相當可能為有關醫護接受者提供醫護服務的醫護提供者給予互通同意。

(b) 已獲得醫護接受者或其代決人互通同意的醫護提供者，可向醫健通提供及從醫健通取得有關醫護接受者的可互通資料，並可與其他訂明醫護提供者互通該醫護接受者在醫健通內的可互通資料作醫護轉介用途。

(c) 醫護接受者或其代決人可選擇給予訂明醫護提供者無限期或為期一年的互通同意(衞生署及醫管局除外，有關互通同意被視為於該醫護接受者參與醫健通期間維持有效)。

(d) 醫護接受者或其代決人可隨時撤銷其給予訂明醫護提供者的互通同意(給予衞生署和醫管局的互通同意除外)。

(e) 如醫護接受者或其代決人代表醫護接受者退出醫健通，或有關醫護接受者的登記被專員取消，則有關醫護接受者的所有互通同意都會立即終止。

(f) 就2025年12 月1日之前給予的互通同意，《電子健康系統條例》的相關條文會於2025年12月1日或之後繼續適用，猶如沒有修訂原有相關條文一樣，即無限期或為期一年(衞生署及醫管局除外，有關互通同意被視為於該醫護接受者參與醫健通期間維持有效)。

2025年12月1日或之後給予的同意

參與同意

(a) 醫護接受者或代表某醫護接受者的代決人須在申請參加醫健通時，給予參與同意。

(b) 給予參與同意後，即表示醫護接受者或其代決人同意讓專員(i)從相關醫護提供者或認可非香港公共健康紀錄系統，取得該接受者的任何可互通資料；(ii)從指明醫護提供者，取得該接受者的任何指明健康資料；(iii)向已獲得該接受者互通同意的相關醫護提供者或認可非香港公共健康紀錄系統，提供該接受者的任何可互通資料；(iv)(如某訂明醫護提供者已向另一訂明醫護提供者作出醫護服務轉介)向該另一訂明醫護提供者提供該接受者，且關乎該項轉介的任何可互通資料。

(c) 該參與同意亦允許相關醫護提供者向醫健通系統提供該接受者的任何可互通資料，或允許該接受者的任何可互通資料，由認可非香港公共健康紀錄系統，提供予醫健通。

(d) 凡醫護接受者或其代決人給予參與同意，該醫護接受者或其代決人即視為已向衞生署、醫管局、基層醫療署，以及由特區政府、醫管局或醫管局附屬法團管理或控制的醫療機構給予互通同意。

(e) 有關特區政府、醫管局或醫管局附屬法團管理或控制的醫療機構的完整名單，請瀏覽www.eHealth.gov.hk。

互通同意

(a) 醫健通不會自動容許醫護提供者(衞生署、醫管局、基層醫療署，以及由特區政府、醫管局或醫管局附屬法團管理或控制的醫療機構除外)取覽醫護接受者在醫健通內的健康資料。醫護接受者或其代決人可選擇向個別已參加醫健通，並正在或相當可能為有關醫護接受者提供醫護服務的醫護提供者給予互通同意。

(b) 醫護接受者或其代決人可選擇給予相關醫護提供者或認可非香港公共健康紀錄系統互通同意(衞生署、醫管局、基層醫療署，以及由特區政府、醫管局或醫管局附屬法團管理或控制的醫療機構除外，有關互通同意被視為於該醫護接受者參與醫健通期間維持有效)。

(c) 於2025年12月1日之後給予任何相關醫護提供者或認可非香港公共健康紀錄系統的互通同意，將一直有效直至該醫護接受者退出醫健通或其登記被專員取消，或互通同意被撤銷為止。

(d) 醫護接受者或其代決人可隨時撤銷給予相關醫護提供者或認可非香港公共健康紀錄系統互通同意(衞生署、醫管局、基層醫療署，以及由特區政府、醫管局或醫管局附屬法團管理或控制的醫療機構除外)。

給予同意的方法

醫護接受者可：

(a) 使用其香港身份證(智能身份證)，透過將智能身份證插入政府認可的讀卡器，並容許讀卡器讀取其身份證上的證面數據(包括醫護接受者的姓名、出生日期、性別及身份證號碼)，以給予參與及/或互通同意。

(b) 選擇提交已簽署並填妥的印製表格以給予參與及/或互通同意。

(c) 選擇使用其授權號碼(指當他/她完成醫健通登記後所獲派的一組獨有號碼)給予互通同意。

(d) 在網上遞交登記醫健通的申請時，選擇使用「智方便」給予參與同意。

(e) 選擇透過醫健通流動應用程式給予參與及/或互通同意。

第II部 — 有關醫健通

電子健康紀錄的保障

(a) 醫健通內的電子健康紀錄受《電子健康系統條例》和香港其他相關法例(包括《個人資料(私隱)條例》(第486章)(《私隱條例》))所保障。

(b) 當醫護接受者在緊急情況下無能力給予有關醫護提供者互通同意(例如該醫護接受者在意外中受了傷)，醫護提供者可為進行緊急拯救行動或提供緊急救助服務(或在與進行該等行動或提供該等服務相關的情況下)，取覽該醫護接受者的電子健康紀錄。

(c) 在醫健通中取覽和使用電子健康紀錄都必須獲得適當的授權，而有關取覽和使用紀錄的活動會被記錄，並可能被用作審核用途。

(d) 當有關醫護接受者載於醫健通內的電子健康紀錄被取覽時，該醫護接受者或其代決人將會透過預先選定的通訊方式收到通知。

醫健通內的可互通資料

醫健通內的可互通資料是按專業意見界定的。只有屬於可互通範圍內的資料才可在醫健通內互通。有關部門會不時對可互通資料範圍作出檢討及更新，但任何更改均不會影響醫護接受者及其代決人所給予的參與及互通同意。可互通資料的範圍涵蓋：

(a) 個人資料(包括姓名、出生日期、身份證明文件號碼等)；

(b) 敏感及藥物不良反應；

(c) 診斷、手術及其他醫療程序、藥物；

(d) 住院、到診及預約資料(如預約摘要)；

(e) 臨床摘要(如出院紀錄)；

(f) 出生及防疫接種紀錄；

(g) 化驗及放射報告；

(h) 其他檢查報告；

(i) 醫療轉介資料；

(j) 觀察(如血壓及血糖紀錄)及生活方式(如吸煙及飲酒習慣)紀錄；及

(k) 醫療證明書。

最新互通資料範圍及詳情會在電子健康系統網頁(http://www.ehealth.gov.hk/)公布。

電子健康紀錄的使用

醫健通內的資料可用於改善醫護服務、與預設醫療指示相關的情況、疾病控制和監察、緊急情況、獲特區政府授權的醫護計劃、制定公共政策，以及其他法例所准許的用途。醫健通內的資料亦可在《電子健康系統條例》有關條文生效時用於研究及統計。

醫健通的優點與限制

醫健通包含不同醫護提供者為有關醫護接受者所提供健康資料的綜合摘要。由於它並非有關醫護接受者的完整健康紀錄，因此並不可取代醫護提供者為有關醫護接受者備存的紀錄。當醫護接受者接受醫護服務時，他/她應向醫護提供者提供所有相關的健康資料。

第III部－登記和取消登記時應注意什麼事項？

登記

如醫護接受者明白參加醫健通的目的和意義，便可給予參與同意，並透過給予互通同意以互通其電子健康紀錄。

代決人為醫護接受者處理登記事宜時應注意事項

如醫護接受者**未滿16歲**，或**年滿16歲但屬於以下所列的其中一類人士**，即可由一名代決人作為其代表，處理醫健通登記事宜，包括給予參與及互通同意、撤銷互通同意，以及要求退出醫健通：

(1) 根據《精神健康條例》(第136章)第2(1)條的定義所界定精神上無行為能力者;

(2) 無能力處理本身事務;

(3) 根據《電子健康系統條例》的定義所界定無能力在有關時間給予參與同意;

(4) 根據《電子健康系統條例》的定義所界定無能力在有關時間給予互通同意。

代決人須確認其代表的人士符合以上所列出需要代決人之條件。

代決人可以親身到電子健康紀錄申請及諮詢中心(申請及諮詢中心)或任何一間電子健康紀錄登記站遞交登記表格，代表醫護接受者處理其有關醫健通登記事宜，亦可選擇透過傳真、郵寄，或設於申請及諮詢中心的投遞箱，向申請及諮詢中心遞交登記表格。

當代決人代表醫護接受者提交登記醫健通的申請時(例如在申請表上簽署表示同意，並將表格遞交到申請及諮詢中心時)，代決人須陪伴有關醫護接受者，並顧及該醫護接受者的最佳利益。

代決人須為所有在有關情況下代表有關醫護接受者於醫健通上作出的登記事宜負上責任。

代決人須確保他/她是符合下列的規定之合資格代決人。

未滿16歲的醫護接受者的合資格代決人	**年滿16歲**而無能力自行給予同意的醫護接受者的合資格代決人
(a) 該醫護接受者的**家長**； (b) 該醫護接受者的**監護人**[1]； **(c) 獲法院委任**以處理該醫護接受者事務的**人士**； (d) 如沒有(a)至(c)項所述的人士，則該醫護接受者的**家人**或與**該醫護接受者同住的人士**； (e) 如沒有(a)至(d)項所述的人士，則正在或即將向該醫護接受者提供醫護服務的**訂明醫護提供者**。	(a) 根據《精神健康條例》委任的**監護人**[2]； **(b) 社會福利署署長**或根據《精神健康條例》委任為監護人的任何其他人[3]； **(c) 獲法院委任**以處理該醫護接受者事務的**人士**； (d) 如沒有(a)至(c)所述的人士，該醫護接受者的**家人**或與**該醫護接受者同住的人士**； (e) 如沒有(a)至(d)項所述的人士，則正在或即將向該醫護接受者提供醫護服務的**訂明醫護提供者**。

1. 根據《未成年人監護條例》(第13 章) 委任或憑藉該條例而行事，或獲法院委任。
2. 根據《精神健康條例》(第136 章) 委任。
3. 根據《精神健康條例》(第136章)第44A(1)(i)條、第44B(2A)條或第59T(1)條，或第44B(2B)條或第59T(2)條委任。

退出醫健通

(a) 醫護接受者或其代決人可隨時要求退出醫健通。

(b) 專員會通知該醫護接受者或其代決人有關退出醫健通申請的生效日期。

(c) 退出醫健通的申請一旦生效，任何相關醫護提供者或認可非香港公共健康紀錄系統即無法從醫健通取得有關醫護接受者的可互通資料，亦不可向醫健通提供有關醫護接受者的可互通資料。

暫時吊銷登記

(a) 專員如合理地懷疑有《電子健康系統條例》所列出的情況，包括醫護接受者違反《電子健康系統條例》或登記的任何條件，即可暫時吊銷該醫護接受者在醫健通的登記。

(b) 專員會通知該醫護接受者或其代決人該項暫時吊銷的生效時間、原因，和失效時間。

(c) 暫時吊銷生效的期間，任何訂相關醫護提供者或認可非香港公共健康紀錄系統仍可繼續向醫健通提供有關醫護接受者的可互通資料，但不可從醫健通取覽有關醫護接受者的可互通資料。

取消醫護接受者的登記

(a) 專員如信納有《電子健康系統條例》所列出的情況，包括醫護接受者違反《電子健康系統條例》或登記的任何條件，或該醫護接受者已去世，即可取消該醫護接受者在醫健通的登記。

(b) 專員會通知該醫護接受者或其代決人該項取消的生效時間及理由。如該醫護接受者已去世，則該項取消會在專員確定該醫護接受者的死亡資料當日正式生效。

(c) 取消一旦生效，任何相關醫護提供者或認可非香港公共健康紀錄系統即不可從醫健通獲得或向醫健通提供有關該醫護接受者的可互通資料。

撤銷互通同意

(a) 醫護接受者或代決人可隨時撤銷已給予任何相關醫護提供者或認可非香港公共健康紀錄系統(衞生署、醫管局、基層醫療署，由特區政府、醫管局或醫管局附屬法團管理或控制的醫療機構除外)的互通同意。

(b) 專員會在該項撤銷生效時，通知該醫護接受者或其代決人。

(c) 撤銷一旦生效，相關醫護提供者或認可非香港公共健康紀錄系統即不可從醫健通獲得該醫護接受者的可互通資料。

保障個人資料私隱

(a) 一系列有關收集、保存、使用、披露、保護以及有助查閱和改正醫健通所載個人資料的政策、指引及最佳做法已被採納，以確保符合相關法律的規定。

(b) 將會採取合理可行的步驟以防止個人資料在未獲授權下或意外被查閱、處理、刪除、遺失或使用。

(c) 根據相關資料保留政策，醫健通內的各類個人資料有不同的保留期限。有關個人資料將不會保存超過為履行使用或將會使用該資料的目的之所需時間。

第IV部 — 醫護接受者或代決人還有甚麼事項應注意？

如何取得電子健康紀錄的副本或改正有關紀錄

醫護接受者或其代決人可根據《私隱條例》取得有關醫護接受者載於醫健通內的個人資料副本，以及可提交改正有關資料的要求。

如何就有關登記的決定提出上訴

如有關人士不同意專員就拒絕、暫時吊銷或取消醫護接受者的登記所作的決定，可在收到有關書面通知書的28日內向行政上訴委員會提出上訴。

有關專員責任的限制

請留意下列事項：

- 專員不會就下列與醫健通相關的事項作出申述或保證：
  - 醫健通就某特定用途的適用性;
  - 醫健通沒有電腦病毒或被用作以破壞其他系統;以及
  - 醫健通在任何時候的可供使用性及妥善運作的情況。
- 專員不需就在互聯網上發放的資料或不是由他擁有或操作的系統所處理的資料承擔責任。
- 專員亦不需就下列事項承擔責任：
  - 為未經授權而查閱或使用電子健康紀錄的情況，但專員會採取適當和合理的措施以確保醫健通內的資料受到保護;
  - 因查閱或使用醫健通、使用醫健通內任何電子健康紀錄資料，或向醫健通提供或從醫健通取得資料或資訊而引致的任何直接、間接、特別或連帶的損失或損害;以及
  - 《電子健康系統條例》中沒有涵蓋的責任。
- 由於醫健通內的資料主要是由醫護接受者、代決人、相關醫護提供者、指明醫護提供者或認可非香港公共健康紀錄系統提供，因此專員不會為有關資料的準確性、完整性或正確性作出保證。

第V部 —
有關醫護接受者及關連人士提供和取得可互通資料的事宜

醫護接受者或其關連人士可按專員指定的格式及方式，向醫健通提供或從中取得該接受者的可互通資料。

關連人士

就醫護接受者而言，關連人士指—

(a) 醫護接受者的有關人士（具有《私隱條例》第2(1)條所給予的涵義；而有關未成年人的提述是指16歲以下的人士）；或

(b) 由該醫護接受者根據專員指定的格式及方式授權的人士。

授權的有效性

有關授權一直有效，直至以下情況發生為止—

(a) 有關醫護接受者退出醫健通；

(b) 有關醫護接受者的登記被取消；或

(c) 有關醫護接受者按專員指定的格式及方式撤銷該項授權。

其他查詢

醫護接受者或代決人可透過以下途徑作進一步查詢：

- 電子健康紀錄申請及諮詢中心
- 地址：香港九龍灣臨澤街8號啟匯11樓1102室
- 電話：(852) 3467 6300
- 傳真：(852) 3467 6099
- 電郵地址：ehr@ehealth.gov.hk
- 網頁：https://www.ehealth.gov.hk/

詞彙

電子健康紀錄指儲存在電子健康系統(醫健通)內與醫護接受者健康有關的資料及資訊，包括醫護接受者的索引資料。

生效日期指2025年12月1日，即《2025年電子健康紀錄互通系統（修訂）條例》的生效日期。

統籌處指電子健康紀錄統籌處。

申請及諮詢中心指電子健康紀錄申請及諮詢中心。

電子健康系統(醫健通)指根據《電子健康系統條例》（第625章）第5條設立，旨在備存及互通電子健康紀錄，並就提供醫護服務和健康管理的相關事宜提供支援或便利的資訊基建設施。

《電子健康系統條例》(第625章)指就醫健通的設立、儲存在醫健通內的資料及資訊的互通和使用、系統及其資料及資訊的保護，和其他附帶及相關事宜訂定的法律條文，並於2025年12月1日根據《2025年電子健康紀錄互通系統（修訂）條例》修訂。

醫管局指醫院管理局。

醫護提供者指在香港或其他地方提供醫護服務的人士。

醫護接受者指屬已經、正在或相當可能會在香港或其他地方進進行的醫護服務的對象的個人。

私隱條例指《個人資料（私隱）條例》（第486章）。

訂明醫護提供者指(i)衞生署、(ii)醫管局、(iii)基層醫療署，(iv)由特區政府、醫管局或醫管局附屬法團管理或控制的醫療機構，或(v)已登記的醫護提供者。

關連人士就醫護接受者而言，指該接受者的有關人士或該接受者授權的人士。該關連人士可按專員指明的格式及方式，(i)向醫健通系統提供或(ii)從醫健通系統取得該接受者的可互通資料。

相關醫護提供者指訂明醫護提供者或認可非香港醫護提供者

有關人士具有《私隱條例》第2(1)條所給予的涵義。就登記醫護接受者而言，指—

(a) 如有關醫護接受者未滿16歲，指對該未成年人負有作為父母親的責任的人；

(b) 如有關醫護接受者無能力處理其本身事務，指由法庭委任以處理該等事務的人；

(c) 如有關醫護接受者屬《精神健康條例》(第136章)第2條所指的精神上無行為能力：

i. 根據該條例第44A、59O或59Q條獲委任擔任該名個人的監護人的人；或

ii. (如根據該條例第44B(2A)或(2B)或59T(1)或(2)條，該名個人的監護轉歸社會福利署署長或任何其他人，或該監護人的職能由社會福利署署長或任何其他人執行)社會福利署署長或該其他人。

互通指透過互通系統提供或取得登記醫護接受者的可互通資料。

指明醫護提供者指根據《電子健康紀錄條例》第26Q條描述須向醫健通系統提供指明健康資料的醫護提供者。

代決人指根據《電子健康紀錄條例》的規定代表某醫護接受者和以該醫護接受者的名義給予同意的合資格人士。

電子健康紀錄專員(專員)指根據《電子健康系統條例》(第625章)第48條委任，以營運及維持醫健通的公職人員。

使用就電子健康紀錄所載的資料或資訊而言，包括披露及移轉該資料或資訊。

免責聲明：本《參與者須知》所提供的資訊摘錄自相關資料，供參加者在登記醫健通時作參考，不應視為完整且具權威性的法律陳述，亦不應代替專業意見。雖已盡力確保資訊的準確性，香港特別行政區政府對任何錯誤或遺漏，或因使用該等資訊而引致的任何損失或損害，概不承擔責任。

本《參與者須知》的內容不時更新。最新版本的《參與者須知》已上載到互通系統網頁www.ehealth.gov.hk。若本《參與者須知》刊登於網頁的版本與印刷版本文義如有歧異，概以網頁版本為準。

Appendix 1

Electronic Health System (eHealth) Participant Information Notice

醫健通 eHealth
香港特別行政區政府 HKSARGOVT

Background – What is the Electronic Health System?

The Electronic Health System (eHealth) is an information infrastructure established pursuant to section 5 of the Electronic Health System Ordinance (Cap. 625) (eHealth Ordinance) for keeping and sharing electronic health records (eHRs) and for providing support in connection with, or facilitating, the provision of healthcare or health management. eHRs contain a person's personal and health-related information. With the person's express and informed consent, healthcare providers (HCPs) in the public and private sectors may access the person's eHRs for healthcare purposes through eHealth.

Any person, for whom healthcare has been performed, is performed or is likely to be performed (i.e. a healthcare recipient (HCR)) can apply to join eHealth. If the HCR is a minor (under 16 years old) or lacks the required mental capacity to join eHealth, a person known as a "substitute decision maker" (SDM) can assist the HCR to join eHealth.

Part I – How can an HCR give Joining or Sharing Consent in eHealth?

For Consent given before 1 December 2025

Joining Consent

(a) An HCR or SDM on behalf of an HCR must give a joining consent when applying to join eHealth.

(b) By giving joining consent, the HCR or his/her SDM agrees to let the Commissioner for the Electronic Health Record (eHRC) share the HCR's sharable data in eHealth, for healthcare and referral purpose, with any prescribed HCP who has been given sharing consent by the HCR or his/her SDM. When the joining consent is given, the HCR or SDM on behalf of the HCR is taken to have given sharing consent to the Department of Health (DH) and the Hospital Authority (HA).

(c) However, if an HCR gives a joining consent on or after 1 December 2025, the joining consent is to be treated as a joining consent given on or after 1 December 2025.

Sharing Consent

(a) eHealth will not automatically allow prescribed HCPs (other than DH and HA) to access an HCR's health data kept in eHealth. The HCR or his/her SDM may choose to separately give a sharing consent to a prescribed HCP participating in eHealth who is providing or is about to provide healthcare to the HCR.

(b) Prescribed HCPs who have been given sharing consent can provide to and obtain from eHealth the HCR's sharable data, and can share it with another prescribed HCP for healthcare referral purpose.

(c) The HCR or his/her SDM can choose to give sharing consent to a prescribed HCP for an indefinite term or for a one-year renewable period (other than DH and HA for whom the sharing consent is taken to be valid as long as the HCR is participating in eHealth).

(d) The HCR or his/her SDM can revoke any sharing consent given to a prescribed HCP (other than the sharing consent for DH and HA) at any time.

(e) All sharing consents will be terminated if the HCR or his/her SDM on behalf of the HCR withdraws from eHealth or if the HCR's registration is cancelled by the eHRC.

(f) For a sharing consent given before 1 December 2025, the relevant provisions in the eHealth Ordinance shall continue to apply in relation to the consent on or after 1 December 2025 as if the former relevant provisions had not been amended, i.e. in indefinite term or a one-year renewable period (other than DH and HA for whom the sharing consent is taken to be valid as long as the HCR is participating in eHealth).

For Consent given after 1 December 2025

Joining Consent

(a) An HCR or SDM on behalf of an HCR must give a joining consent when applying to join eHealth.

(b) By giving a joining consent, the HCR or his/her SDM agrees to let the eHRC (i) obtain the HCR's sharable data from any relevant HCP or recognized non-Hong Kong public health record system, (ii) obtain from a specified HCP any specified health data of the HCR, (iii) share the HCR's sharable data in eHealth with any relevant HCP or recognized non-Hong Kong public health record system who has been given sharing consent by the HCR or his/her SDM, and (iv) (if a prescribed HCP has made a healthcare referral to another prescribed HCP) provide to that other prescribed HCP the HCR's sharable data relevant to the healthcare referral.

(c) The joining consent also allows a relevant HCP to provide the HCR's sharable data to eHealth, and allows any sharable data of the HCR to be provided to eHealth from a recognized non-Hong Kong public health record system.

(d) When the joining consent is given, the HCR or his/her SDM on behalf of the HCR is taken to have given sharing consent to the DH, HA, the Primary Healthcare Commission (PHCC), and healthcare facilities managed or controlled by the Government, the HA, or an HA subsidiary (Government and HA Facilities).

(e) For the full list of Government and HA Facilities, please visit www.eHealth.gov.hk.

Sharing Consent

(a) eHealth will not automatically allow relevant HCPs or a recognized non-Hong Kong public health record system (other than DH, HA, PHCC, and Government and HA Facilities) to access an HCR's health data kept in eHealth. The HCR or his/her SDM may choose to separately give a sharing consent to them, who is providing or is about to provide healthcare to the HCR.

(b) An HCR or his/her SDM can choose to give sharing consent to any of the relevant HCPs or in relation to any of the recognized non-Hong Kong public health record systems, other than DH, HA, PHCC, and Government and HA Facilities for whom the sharing consent is taken to be valid as long as the HCR is participating in eHealth.

(c) The sharing consent being given to any of the relevant HCPs or in relation to any of the recognized non-Hong Kong public health record systems after 1 December 2025 will be in effect until the HCR's registration is withdrawn from eHealth or cancelled by the eHRC or the sharing consent is revoked.

(d) The HCR or his/her SDM can revoke any sharing consent given to a relevant HCP or in relation to any of the recognized non-Hong Kong public health record systems (other than the sharing consent for DH, HA, PHCC, and Government and HA Facilities) at any time.

Ways of Giving Consent

HCR may:

(a) use his/her Hong Kong Identity Card (Smart ID) as a means to give joining consent and/or sharing consent, by inserting his/her Smart ID into a Government-approved card reader, allowing the retrieval of card face data (including the HCR's name, date of birth, sex and identity card number); or

(b) choose to give joining and/or sharing consent by signing on a printed form; or

(c) choose to give sharing consent by using his/her Access Key (a unique number assigned to him/her upon his/her registration to eHealth); or

(d) use "iAM Smart" to give joining consent during online registration with eHealth; or

(e) choose to give joining consent and/or sharing consent via the eHealth App.

Part II – What to know about eHealth?

Protection of eHRs

(a) eHRs in eHealth is under the protection of the eHealth Ordinance and other relevant laws in Hong Kong, including the Personal Data (Privacy) Ordinance (Cap. 486) (PD(P)O).

(b) Under emergency situations when an HCR is incapable of giving sharing consent to a prescribed HCP (e.g. the HCR has been injured in an accident), his/her eHRs may be accessed by HCPs for or in connection with the carrying out of emergency rescue operations or the provision of emergency relief services.

(c) All access and use of eHRs in eHealth must be under proper authorisation and will be logged and subject to audit.

(d) An HCR or his/her SDM will receive notifications through the communication means chosen by him/her when his/her eHRs in eHealth have been accessed.

Sharable Data in eHealth

Scope of sharable data is defined based on professional advice. Only data within sharable scope will be shared on eHealth. The scope of sharable data will be reviewed and updated from time to time. The joining and sharing consent given will remain valid for any changes in sharable scope. The scope of sharable data include the following:

(a) Personal Identification and Demographic Data (including name, date of birth and identity document number, etc.);

(b) Allergies and Adverse Drug Reactions;

(c) Diagnosis, Procedures and Medication;

(d) Encounters / Appointments (e.g. summary of appointments / bookings);

(e) Clinical Note / Summary (e.g. Discharge Summary);

(f) Birth and Immunisation Records;

(g) Laboratory and Radiology Reports;

(h) Other Investigation Reports ;

(i) Healthcare Referrals;

(j) Observation (e.g. blood pressure and blood sugar records) and Lifestyle (e.g. smoking and drinking habit) Records; and

(k) Medical Certificate.

The latest scope and details will be published on the eHealth website (https://www.ehealth.gov.hk/).

Use of eHRs

Data in eHealth may be used for improvement of healthcare, in connection with advance medical directives, disease control and surveillance, emergency situations, Government-authorized healthcare programmes, formulation of public policies, or as permitted under any other law. Data in eHealth may also be used for research and statistics after the relevant provisions in the eHealth Ordinance come into operation.

Benefits and Limitations of eHealth

eHealth contains an integrated summary of an HCR's health information contributed by different HCPs. It is not a complete record of an HCR's entire health history and it shall not be taken as a replacement of patient records kept by HCPs. HCR should inform his/her HCPs all relevant health information when receiving healthcare service.

Part III – What are the matters relating to registration and de-registration?

Registration

An HCR may join eHealth by giving joining consent and allow sharing of his/her eHRs by giving sharing consent if he/she is able to understand the purpose and implications of joining eHealth.

Important Notes for SDM Handling Registration Matters on Behalf of a HCR

For an HCR under 16, or aged 16 or above and fulfills any of the following descriptions, a SDM may act on behalf of an HCR for eHealth registration matters, including giving of joining consent and sharing consent or revocation of a sharing consent, and request for withdrawal of participation in eHealth:

1. Mentally incapacitated as defined by section 2(1) of the Mental Health Ordinance (Cap. 136); or
2. Incapable of managing his or her own affairs; or
3. Incapable of giving joining consent at the relevant time as defined in the eHealth Ordinance; or
4. Incapable of giving sharing consent at the relevant time as defined in the eHealth Ordinance.

A SDM shall confirm that the person whom he/she is acting for and on behalf of meets the conditions for requiring an SDM as listed above.

A SDM may handle eHealth registration matters for and on behalf of an HCR by submitting an application form in person at the Electronic Health Record Registration office (eHR RO) or at one of the eHR Registration Centres or sending an application form to eHR RO by way of fax, postal mail or drop-in box.

When making the application on behalf of the HCR (e.g. when the consent is given by signing on the application form and sent to the eHR RO), the SDM should be accompanying the HCR and have regard to the best interests of the HCR.

The SDM shall be responsible for all matters regarding eHealth registration while acting for and on behalf of the HCR in the circumstances.

The SDM shall ensure that he/she is an eligible SDM in accordance with the following requirements.

Eligible SDM for HCR **UNDER 16**	Eligible SDM for HCR **AGED 16 OR ABOVE** and is incapable of giving the person's own consent
(a) the person's **parent**; (b) the person's **guardian**[1]; (c) a **person appointed by court** to manage the person's affairs; (d) if there is no one in (a)-(c), the person's **family member** or a **person residing with him/her**; (e) if there is no one in (a)-(d), the **prescribed HCP** who provides or is about to provide healthcare to him/her.	(a) the person's **guardian**[2]; (b) the **Director of Social Welfare** or any other person as guardian under the Mental Health Ordinance (Cap. 136) (MHO)[3]; (c) a **person appointed by court** to manage the person's affairs; (d) if there is no one in (a)-(c), the person's **family member**; or a **person residing with him/her**; (e) if there is no one in (a)-(d), the prescribed **HCP** who provides or is about to provide healthcare to him/her.

1. Appointed under or acting by virtue of the Guardianship of Minors Ordinance (Cap. 13) or appointed by court.
2. Appointed under the Mental Health Ordinance (Cap. 136).
3. Appointed under sections 44A(1)(i), 44B(2A) or 59T(1), or 44B(2B) or 59T(2) of the Mental Health Ordinance (Cap. 136).

Withdrawal of Registration

(a) An HCR or SDM on behalf of an HCR may at any time request for withdrawal of the HCR's registration.

(b) The eHRC will notify the HCR or his/her SDM when the withdrawal takes effect.

(c) Once withdrawal is effective, the HCR's sharable data cannot be obtained from or provided to eHealth by any relevant HCP or any recognized non-Hong Kong public health record system.

Suspension of Registration

(a) The eHRC may suspend an HCR's registration to eHealth if the eHRC reasonably suspects that certain circumstances as listed in the eHealth Ordinance occurred, including the HCR has contravened the eHealth Ordinance or a condition for the registration.

(b) The eHRC will notify the HCR or his/her SDM when the suspension or lifting of the suspension takes effect and the reasons for the suspension.

(c) Once suspension is effective, the HCR's new data or information may still be provided to eHealth but his/her eHRs will not be made available to any relevant HCP or be provided to any recognized non-Hong Kong public health record system.

Cancellation of HCR's Registration

(a) The eHRC may cancel an HCR's registration if the eHRC is satisfied that certain circumstances as listed in the eHealth Ordinance occurred, including the HCR has contravened the eHealth Ordinance or a condition for the registration, or the HCR has died.

(b) The eHRC will notify the HCR or his/her SDM when the cancellation is effective and the reasons for the cancellation. If the HCR has died, cancellation takes effect on the day the eHRC has confirmed the death information.

(c) Once cancellation is effective, the HCR's new data or information cannot be provided to eHealth by any relevant HCP, specified HCP or any recognized non-Hong Kong public health record system. The eHRs of the HCR will not be made available to any relevant HCP or be provided to any recognized non-Hong Kong public health record system through eHealth.

Revocation of Sharing Consent

(a) An HCR or an SDM on behalf of an HCR may at any time revoke a sharing consent given to any relevant HCP or in relation to any recognized non-Hong Kong public health record system (but not DH, HA, PHCC, and Government and HA Facilities).

(b) The eHRC will notify the HCR or his/her SDM when the revocation takes effect.

(c) Once revocation is effective, the HCR's sharable data cannot be obtained from eHealth by the relevant HCP or the recognized non-Hong Kong public health record system.

Protection of Personal Data Privacy

(a) A series of policies, guidelines and best practices for the collection, retention, uses, disclosure, protection and facilitation of access and correction of personal data contained in eHealth has been adopted to ensure compliance with the relevant laws.

(b) Reasonably practicable steps shall be taken to protect the personal data against any unauthorised or accidental access, processing, erasure, loss or use.

(c) Different retention periods are applied to the various kinds of personal data kept in eHealth in accordance with the respective Data Retention Policy. The personal data shall not be kept longer than necessary for the fulfilment of the purposes for which the data is or is to be used.

Part IV – Any other matters an HCR or SDM acting on behalf of an HCR should be aware of?

How to Obtain a Copy of or Amend the Record in eHealth

An HCR or SDM on behalf of an HCR may obtain a copy of the HCR's personal information kept in eHealth and submit correction requests for such information according to PD(P)O.

How to Appeal against Decisions regarding the Registration

If a person disagrees with the eHRC's decision in refusing to register him/her or to suspend or cancel the person's registration, the person may within 28 days from the date of receipt of the relevant notice in writing, appeal to the Administrative Appeals Board.

Limitation of the eHRC's Responsibility

Please take note that:

- The eHRC makes no representation or warranty regarding eHealth on –
  - its fitness for a particular purpose;
  - its freedom from computer virus or other use as a conduit to damage others' systems; and
  - its availability and proper functioning at any time.
- The eHRC is not responsible for the delivery of data over the Internet or handling of data by systems that are not owned or operated by the eHRC.
- The eHRC is not liable for –
  - any unauthorised access or use of eHRs but the eHRC will take appropriate and reasonable steps to protect the security of the data in eHealth;
  - any direct, indirect, special or consequential losses or damages arising from access to or use of eHealth, use of any eHRs in eHealth, or providing or obtaining data or information to and from eHealth; and
  - any liability that is excluded by eHealth Ordinance.
- The eHRC does not guarantee the accuracy, completeness or correctness of the data kept in eHealth as the data are contributed by the HCRs or their SDMs, and by the relevant HCPs, specified HCPs or recognized non-Hong Kong public health record systems.

Part V – Matters relating to provision and obtainment of sharable data by HCRs and Related Persons

An HCR, or a related Person of the HCR, may provide to or obtain from the eHealth any sharable data of the HCR in the form and manner specified by the eHRC.

Related Persons

In relation to a HCR, related persons means—

(a) a relevant person of the HCR, which has the meaning given by section 2(1) of the PD(P)O; and the reference to a minor shall be a reference to a person below 16 years of age; or

(b) a person who is authorized by the HCR in the form and manner specified by eHRC.

Validity of authorization

The authorization is in effect until—

(a) the registration of the HCR is withdrawn from the eHealth;

(b) the registration of the HCR is cancelled; or

(c) the authorization is revoked by the HCR in the form and manner specified by eHRC.

Further enquires

An HCR or SDM may contact the following for more information:

- Electronic Health Record Registration Office
- Address: Unit 1102, 11/F, Harbourside HQ, 8 Lam Chak Street, Kowloon Bay, Hong Kong.
- Telephone: (852) 3467 6300
- Fax: (852) 3467 6099
- Email: ehr@ehealth.gov.hk
- Website: https://www.ehealth.gov.hk/

Glossary

DH means the Department of Health.

Electronic health record (eHR) means health-related data and information, including the Healthcare Recipient Index Data, of HCRs stored on the eHealth.

Effective date means 1 December 2025, the effective date of the Electronic Health Record Sharing System (Amendment) Ordinance 2025.

eHRO means the Electronic Health Record Office.

eHR RO means the Electronic Health Record Registration Office.

Electronic Health System (eHealth) means an information infrastructure established pursuant to section 5 of the Electronic Health System Ordinance (Cap. 625) for keeping and sharing electronic health records and for providing support in connection with, or facilitating, the provision of healthcare or health management.

Electronic Health System Ordinance (Cap. 625) (eHealth Ordinance) means the Ordinance which provides for the establishment of eHealth, the sharing and using of data and information stored in eHealth, the protection of eHealth, data and information; and to provide for incidental and related matters, which is amended by the Electronic Health Record Sharing System (Amendment) Ordinance 2025 with effect from 1 December 2025.

Government and HA facilities means healthcare facilities managed or controlled by the Government, the HA, or an HA subsidiary.

HA means the Hospital Authority.

Healthcare provider (HCP) means a person that provides healthcare in Hong Kong or elsewhere.

Healthcare recipient (HCR) means an individual for whom healthcare has been performed, is performed, or is likely to be performed in Hong Kong or elsewhere.

PD(P)O means the Personal Data (Privacy) Ordinance (Cap. 486).

PHCC means the Primary Healthcare Commission.

Prescribed HCP means (i) DH, (ii) HA, (iii) PHCC, (iv) Government and HA Facilities, or (v) a registered HCP.

Related person, in relation to an HCR, means a relevant person of the HCR or a person who is authorized by the HCR to (i) provide to eHealth, or (ii) obtain from eHealth any sharable data of the HCR in the form and manner specified by the Commissioner.

Relevant HCP means a Prescribed HCP or a recognized non-Hong Kong HCP.

Relevant person has the meaning given by section 2(1) of the PD(P)O. In relation to an HCR means—

(a) where the HCR is a minor, a person who has parental responsibility for the minor;

(b) where the HCR is incapable of managing his own affairs, a person who has been appointed by a court to manage those affairs;

(c) where the HCR is mentally incapacitated within the meaning of section 2 of the Mental Health Ordinance (Cap. 136)

  (i) a person appointed under section 44A, 59O or 59Q of that Ordinance to be the guardian of that individual; or

  (i) if the guardianship of that individual is vested in, or the functions of the appointed guardian are to be performed by, the Director of Social Welfare or any other person under section 44B(2A) or (2B) or 59T(1) or (2) of that Ordinance, the Director of Social Welfare or that other person.

Sharing means the act of providing or obtaining any sharable data of a HCR through eHealth.

Specified HCP means an HCP who is required to provide specified data of an HCR to eHealth in the form and manner specified by the eHRC pursuant to section 26Q of the eHealth Ordinance.

Substitute decision maker (SDM) means an eligible person giving consent on behalf of and in the name of the HCR under the requirements of eHealth Ordinance.

The Commissioner for the Electronic Health Record (eHRC) means the public officer appointed under section 48 of the eHealth Ordinance to operate and maintain the eHealth.

Use, in relation to any data or information contained in an eHR, includes disclosure and transfer of the data or information.

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