Invitation for Applications -
Recognised Service Providers of
the Pilot Scheme on Residential Care Service Voucher for the Elderly
(Second Phase)
(Ref.: SWD/EB/RCSV/IOP/4)

1. The Social Welfare Department is inviting applications from operators of residential care homes for the elderly (RCHEs) in Hong Kong to participate in the Pilot Scheme on Residential Care Service Voucher for the Elderly under the Second Phase to provide residential care services to eligible elderly persons through their RCHEs.

Definition

2. Where the context permits or requires, the following terms and expressions shall have the following meanings:-

“Applicant” means any person who submits an Application in response to this Invitation.

“Application Form” means the application form as set out in Annex 1 hereto.

“Cap.459” means the Residential Care Homes (Elderly Persons) Ordinance, Cap. 459.

“Area of Floor Space” means the net floor area of the premises for the exclusive use of the RSP. In determining the Area of Floor Space per resident, the area of staff dormitory, open space, podium, garden, flat roof, bay window, staircase, column, walls, staircase hall, lift, lift landing, any space occupied by machinery for any lift, air-conditioning system or any similar service provided for the building, and any other area in the RSP which the Director of Social Welfare considers unsuitable for the purposes of an RCHE shall be disregarded.

“Government” means the Government of Hong Kong.

“Government Representative” means the Director of Social Welfare or any person authorised to
act for and on her behalf for the purposes of this Invitation Document.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“HK$” means the lawful currency of Hong Kong.

“Operator” means an Applicant with whom the Government is to enter into a Service Agreement.

“Pilot Scheme” means the Pilot Scheme on Residential Care Service Voucher for the Elderly.

“RCHE” means residential care home for the elderly licensed under Cap. 459.

“RSP” means a RCHE proposed by an Applicant as its Recognised Service Provider under the Pilot Scheme.

“Service Agreement” means the service agreement in the form as set out in Annex 2 hereto to be entered into between the Government and a successful Applicant.

“Services” has the same meaning ascribed thereto in the Service Agreement.

“SWD” means the Social Welfare Department of the Government.

“Voucher Certificate” means the personalised voucher certificate to be issued by the Director of Social Welfare to each Voucher Holder.

“Voucher Holder” means an elderly person who possesses and presents to a RSP a Voucher Certificate in his name for procurement of any of the Services.
3. In this Invitation Document, unless the context otherwise requires, the following rules of interpretation shall apply: -

(a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;

(b) words importing the singular shall include the plural and vice versa; words importing a gender shall include every gender; references to any person shall include references to individual, company, corporation, firm or any body of persons, corporate or unincorporated and include any public body;

(c) section or clause headings are inserted for convenience of reference only and shall not affect the interpretation and construction of this Invitation Document;

(d) unless otherwise specified, a reference to a clause, paragraph, schedule, appendix or attachment etc. by number or letter, shall be construed as a reference to the clause, paragraph, schedule, appendix or attachment etc. of that number or letter in the document in which such reference appears;

(e) reference to a day refers to calendar day; and reference to a working day means any day other than a Saturday and a general holiday as the term is defined under the General Holidays Ordinance (Cap. 149);

(f) reference to a month or a monthly period refers to a calendar month.

**Background**

4. The Pilot Scheme is expected to be implemented in three phases within a period of three years. The First Phase under the Pilot Scheme has commenced provision of Services from March 2017 onwards. The Second Phase under the Pilot Scheme has commenced provision of Services from July 2017 onwards.

**Eligibility Criteria**

5. To be eligible to apply for participating in the Pilot Scheme, an Applicant must:-

(a) have the legal capacity to enter into contracts with the Government;
(b) propose one or more RCHE to be a RSP and such RCHE must satisfy all of the following -

(i) be -
   (1) owned, controlled and operated by the Applicant who is a bona fide non-profit making Non-Governmental Organisation, charitable institution or trust of a public character exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112); or
   (2) currently providing residential care services for elderly persons under a Government contract awarded through open tender; or
   (3) currently participating in the Enhanced Bought Place Scheme at Category EA1.

(ii) have an Area of Floor Space of at least 9.5m² for each resident.

(iii) be providing non-subsidised residential care service places.

(iv) meet the minimum staffing requirements as specified in Annex 3.

(c) have been holder of a licence issued under Cap. 459 in respect of the proposed RSP for at least 12 months immediately preceding the date of submitting the Application Form to the Government Representative;

(d) have not been convicted of any offence under Cap. 459 and any other criminal offence directly related to the operation of the proposed RSP in the 60-month period immediately preceding the date of submitting the Application Form to the Government Representative; and

(e) have, in respect of the proposed RSP –
   (i) a clean record with no warning letters received from SWD in respect of the proposed RSP in the 12-month period immediately preceding the date of submitting the Application Form to the Government Representative; or
   (ii) receiving one warning letter from SWD which must relate to no more than two items of default¹ in the 12-month period immediately preceding the date of submitting the Application Form to the Government Representative provided

¹ “default” means non-compliance with any of the following: building and accommodation, fire safety and precautions, area of floor space, furniture and equipment, management, staffing, health and care services, infection control, nutrition and diet, cleanliness and sanitation, social care.
that such letter must not be received within the 6-month period immediately preceding the date of submitting the Application Form to the Government Representative; or

(iii) receiving two warning letters from SWD and each of the two warning letters must relate to no more than one item of default in the 12-month period immediately preceding the date of submitting the Application Form to the Government Representative provided that such letters must not be received within the 6-month period immediately preceding the date of submitting the Application Form to the Government Representative.

Submission of Application

6. The Application Form and the accompanying documents should be completed in English or Chinese.

7. An Applicant must, SUBMIT five (5) hard copies of its Application Form together with the supporting documents all enclosed in a sealed envelope marked “CONFIDENTIAL - Application for Joining the Pilot Scheme on Residential Care Service Voucher for the Elderly as the Recognised Service Provider” to the following address:

   Elderly Branch
   Social Welfare Department
   [Attention :
   Senior Social Work Officer
   (Residential Care Service Voucher)]
   Room 1001, 10/F, Wu Chung House
   213 Queen’s Road East
   Wan Chai, Hong Kong

Assessment of Applications and Entering into of Service Agreements

8. SWD will conduct assessment of each Application on the basis of the requirements set out in this Invitation Document.

9. The Government will ordinarily enter into a Service Agreement with each Applicant who is found to have met all the requirements set out in this Invitation Document.

10. Notwithstanding any other provisions herein, the Government reserves the right to:-
(a) cancel this Invitation for Applications;
(b) amend this Invitation Document by addendum at any time;
(c) reject an Application even if the Applicant has met all the eligibility criteria set out in Paragraph 5 above;
(d) seek clarification and further information from an Applicant with respect to any aspect of its Application.

Miscellaneous

11. Each Applicant is solely responsible for the fees, costs and expenses incurred in preparing for and making a submission of an Application. The Government will under no circumstances be liable to any Applicant for such fees, costs, expenses, loss or damage whatsoever arising from or in connection with the submission in response to this Invitation.

12. The Government is entitled to disclose to other parties or make copies of any or all of the Applications received for the purpose of considering such Applications and to keep such copies for record purposes.

13. Intending Applicants should contact Ms Esther HO, Senior Social Work Officer, on 2892 5558, Ms Rebecca NGEOU-YANG, Social Work Officer, on 3107 3424 or Ms Dilis LAU, Social Work Officer, on 3107 3260 with respect to any enquiry relating to this Invitation Document.
Annexes

Annex 1 - Application Form

Annex 2 - Form of Service Agreement
- Schedule 1 – Information on RSPs
- Schedule 2 – Payment Schedule
- Schedule 3 – Service Specifications
- Schedule 4 – Forms and Guidelines

Annex 3 - Minimum Staffing Requirements
Annex 1

Application Form for Joining
the Pilot Scheme on Residential Care Service Voucher for the Elderly
as Recognised Service Provider (Second Phase)

[One application form for one residential care home for the elderly]

I/my organisation, am/is applying for the residential care home for the elderly (RCHE) named in Part 2 (i) of this Application Form to join the Pilot Scheme on Residential Care Service Voucher for the Elderly (the Pilot Scheme) under the Second Phase as a Recognised Service Provider (RSP). I/my organisation am/is providing the following information with relevant documentary proof enclosed for the consideration of the Social Welfare Department (SWD).

Unless otherwise defined, capitalised terms in this Application Form shall have meaning as defined in the Invitation for Applications (Ref.: SWD/EB/RCSV/IOP/4).

**Part 1**

(A) **Applicant Information**

Name of Applicant: (Chinese) ____________________________

: (English) ____________________________

Address of the Applicant: (Chinese) ____________________________

(English) ____________________________

(B) **Applicant’s Declaration:**

I declare that the information I have given on this Application Form is true and correct to the best of my knowledge and belief.

I confirm that I/my organisation has met all the criteria set out in Paragraph 5 of the Invitation for Applications (Ref.: SWD/EB/RCSV/IOP/4).

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2 Applicant refers to the person/ organisation that has been holder of a licence issued under the Residential Care Homes (Elderly Persons) Ordinance (Chapter 459, Laws of Hong Kong) in respect of the above residential care home.
I also confirm to apply for joining the Second Phase of the Pilot Scheme on Residential Care Service Voucher for the Elderly as a RSP and understand that this submission will form part of the agreement if the application is successful.

(Please stamp company / organisation chop below)

Authorised Signature:

Name: ____________________________
   (in block letters)

Post: ____________________________

Telephone No.: ___________________

Date: ____________________________
Part 2

Information on RCHE
(please ☑ where appropriate)

(i) Name of the RCHE: _______________________________  
(Chinese)

____________________________________________________  
(English)

(ii) Address of the RCHE:

____________________________________________________  
(Chinese)

____________________________________________________  
(English)

(iii) Telephone No.:  

(iv) Fax No.:  

(v) Email address:  

(vi) LORCHE number:  

(vii) Commencement date of the Second licence issued to the RCHE (dd/mm/yyyy):  

(viii) Expiry date of the current licence issued to the RCHE (dd/mm/yyyy):  

(ix) Area of floor space\(^3\):

____________________  m\(^2\)

(x) Existing service capacity:

(a) Maximum number of residents permitted under the licence in respect of the RCHE:  

(b) Current number of residential care places:

☐ Subsidised :  

☐ Non-subsidised :  

\(^3\) Area of floor space means the net floor area for the exclusive use of the RCHE.
Total number of beds proposed for accommodating Voucher Holders at the Voucher Value under the Service Agreement:

Total number: _______ (including ____ (Male), ____ (Female) and ____ (Gender not specified))

[Note: Applicant should submit a floor plan of the RCHE showing the location of all beds proposed for accommodating Voucher Holders at the Voucher Value under the Service Agreement (with the bed numbers marked for identification purpose)].

Number of beds proposed for accommodating Voucher Holders at the Voucher Value under the Service Agreement which are vacant as at the date of this application:

Total number: _______ (including ____ (Male), ____ (Female) and ____ (Gender not specified))

Total number of beds proposed for accommodating Voucher Holders at Value higher than the Voucher Value under the Service Agreement:

Total number: _______ (including ____ (Male), ____ (Female) and ____ (Gender not specified))

[Note: Applicant should submit a floor plan of the RCHE showing the location of all beds proposed for accommodating Voucher Holders at Value higher than the Voucher Value under the Service Agreement (with the bed numbers marked for identification purpose)].

Number of beds proposed for accommodating Voucher Holders at Value higher than the Voucher Value under the Service Agreement which are vacant as at the date of this application:

Total number: _______ (including ____ (Male), ____ (Female) and ____ (Gender not specified))

Any proposed change by reason of the Service Agreement in the internal layout, location or number of beds, operation arrangement which may be contrary to any of the licensing conditions in respect of the RCHE, any terms in any existing service contract, service agreement or Funding & Service Agreement made between the Government and the Applicant:

- □ No
- □ Yes, please indicate the change(s):
  __________________________________________________
  __________________________________________________
  __________________________________________________
[Note: Where the answer to the above questions is “yes”, the Applicant is reminded to seek approval from the relevant authorities.]
Part 3

Provision of staff by the Applicant at that RCHE is as follows -

(A) Information on staff currently employed at that RCHE is provided in the Staff Employment Record in respect of that RCHE contained in the Appendix to this Application Form.

(B) Information on staff currently deployed by that RCHE through sub-contracting, if any, is provided as below-

<table>
<thead>
<tr>
<th>Type of Staff</th>
<th>Name and Address of the Sub-contractor</th>
<th>Total working hours per week</th>
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</table>

(Use separate sheet if necessary)

[Note: Applicant should submit a copy of relevant agreement entered into between the Applicant and the sub-contractor as documentary proof.]
Part 4

Documents Enclosed (please ☑ where applicable)

☐ (i) Five (5) hard copies of the completed Application Form at Annex ______

☐ (ii) A copy of the current licence in respect of the RCHE issued by the Director of Social Welfare under the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459) at Annex ______

☐ (iii) A copy of document / certificate on the registration under Section 88 of the Inland Revenue Ordinance (Cap. 112) in respect of the Applicant at Annex ______

☐ (iv) A copy of the Certificate of Incorporation issued by the Registrar of Companies in respect of the Applicant at Annex ______

☐ (v) A copy of the Business Registration Certificate issued by the Registrar of Companies in respect of the RCHE at Annex ______

☐ (vi) A floor plan of the RCHE showing the respective location of all beds proposed for accepting Voucher Holders at the Voucher Value and all beds proposed for accepting Voucher Holder at Value higher than Voucher Value (with the bed numbers marked for identification purpose) at Annex ______

☐ (vii) Staff Employment Record at Appendix to Application Form ______

☐ (viii) A copy of the agreement(s) entered between the Applicant and its sub-contractor for the provision of staff specified in Part 3(B) at Annex ______

☐ (ix) A copy of the training certificates in respect of the care workers who have completed a personal care worker training course or a health worker training course each of a duration not less than three full days provided by a training institution acceptable to SWD at Annex ______
**Particulars of the Contact Person in Relation to the Application:**

<table>
<thead>
<tr>
<th>Part</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td>Name: (Chinese)</td>
<td>________________________</td>
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<td></td>
<td>(English) ____________________</td>
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<td>Post:</td>
<td>________________________</td>
</tr>
<tr>
<td>Telephone:</td>
<td>________________________</td>
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<tr>
<td>Fax number:</td>
<td>________________________</td>
</tr>
<tr>
<td>E-mail address:</td>
<td>________________________</td>
</tr>
</tbody>
</table>
## Staff Employment Record

### 職員僱用記錄

(as at 截至:   /   /   )

| Name in English
姓名(英文) | Name in Chinese
姓名(中文) | Sex 性別 | HKIC No 身份證號碼 (please enter alphabet and full number including the last digit in bracket) (請填上全部字母及數字，包括在括弧內的最後一個數字) | Date of commencement of Current Employment 現職日期 DD/MM/YYYY 日/月/年 (example 例如: 1/1/2016) | Current Post Held 現時職位 (please enter the code as provided in remark 1) (請用註一的代號) | Total Working Hours per week 每週總工作時數 (please see remark 3) (請看註三) | Daily Working Time 每天工作時間 | Qualification 學歷 (please enter the code as provided in remark 2) (請用註二的代號) |
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</tr>
</thead>
<tbody>
<tr>
<td>Surname 姓</td>
<td>Second Name 名</td>
<td>Surname 姓</td>
<td>Second Name 名</td>
<td>M 男</td>
<td>F 女</td>
<td>On duty (am/pm) 上班時間(請列明上午或下午)</td>
<td>Off duty (am/ pm) 下班時間(請列明上午或下午)</td>
<td></td>
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</tbody>
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DD/MM/YYYY 日/月/年

Home Name
安老院名稱:

LORCHE Number
牌照處檔號:

Date of Reporting
申報日期:

Bed Number
床位數目：


### Remarks

**Remark 1:**

<table>
<thead>
<tr>
<th>Post Held 職位</th>
<th>HM: 主管</th>
<th>RN: 註冊護士</th>
</tr>
</thead>
<tbody>
<tr>
<td>EN: 登記護士</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CW: 護理員</td>
<td></td>
<td></td>
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<tr>
<td>PT: 職業治療師</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SW: 社會工作者</td>
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</tr>
</tbody>
</table>

(*AW may include a cook, domestic servant, driver, gardener, watchman, welfare work or clerk
(助理員可包括廚子、家務傭工、司機、園丁、看守員、福利工作員或文員)

**Remark 2:**

May choose more than one items as applicable 如適用可以同時填報多於一項

<table>
<thead>
<tr>
<th>Qualification 學歷</th>
<th>B1: 註冊護士</th>
</tr>
</thead>
<tbody>
<tr>
<td>B2: 登記護士</td>
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</tr>
<tr>
<td>B3: 註冊保健員證書</td>
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<td>B4: 起居照顧員證書</td>
<td></td>
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<tr>
<td>B5: 物理治療證書</td>
<td></td>
</tr>
<tr>
<td>B6: 職業治療證書</td>
<td></td>
</tr>
<tr>
<td>B7: 社工學系畢業</td>
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</tbody>
</table>

**Remark 3:**

Total weekly working hours of every staff should be reported for checking compliance with the requirement under the Pilot Scheme on Residential Care Service Voucher for the Elderly. Information of relief staff should not be recorded on this Staff Employment Record.

安老院必須申報每位員工每週的總工作時數，以便本署審核安老院僱用的人手是否符合長者院舍住宿照顧服務券試驗計劃的要求。如屬替假員工，不用填報在這職員僱用記錄上。

**Notes:**

Please copy front page for insufficient spacing. Each page should be signed.

如首頁行數不足填寫，請自行影印及必須在每頁簽署。
Service Agreement for
Pilot Scheme on
Residential Care Service Voucher for the Elderly
THIS SERVICE AGREEMENT is made the XXX day of [Month] 2017 BETWEEN

(1) THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ("the Government") acting through the Director of Social Welfare and

(2) NAME OF Operator

whose registered address is at

(“the Operator”)

RECITAL

To implement the Pilot Scheme on Residential Care Service Voucher for the Elderly, the Government wishes to invite eligible elderly persons to participate in the Pilot Scheme and the Operator has agreed to provide the Services through the RSP on the terms and conditions set out below.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Service Agreement (including the Schedules and Appendices hereto), except where the context otherwise requires, the following terms and expressions shall have the following meanings:

“Care Supplement Subsidy” means care supplement subsidy of any one of the following categories that may be allocated to an eligible Voucher Holder by SWD:
Category 1a - HK$1,080 per month;
Category 1b - HK$570 per month;
Category 2 - HK$1,235 per month;
Category 3 - HK$820 per month; and
Category 4 - HK$200 per annum.

“Confidential Information” means any or all of:
(a) personal data within the meaning as ascribed to it under the Personal Data (Privacy) Ordinance (Cap. 486);
(b) materials, data and information concerning the dealings, transactions or affairs of the Government;
(c) materials, data and information furnished or communicated by or on behalf of the Government to the Operator for the purposes of this Service Agreement, or which are accessible by the Operator and its employees, agents or sub-contractors;
(d) such data, information and materials as may be designated by the Government as secret or confidential;
and

(e) the terms and conditions of this Service Agreement;

“Contract Period” means the period referred to in Clause 2 of this Service Agreement;

“Co-payment Level” means any one of the following levels expressed in per centum (%) assigned to each Voucher Holder as stated in his Voucher Certificate -
1. 0%
2. 10%
3. 20%
4. 30%
5. 40%
6. 50%
7. 62.5%
8. 75%

“Force Majeure” means:

(a) any supervening outbreak of war affecting Hong Kong, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government, civil war, riot, civil disturbances, fire if not caused or contributed to by the Operator directly or indirectly, civil commotion and acts of God; or

(b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed by the Operator, directly or indirectly;

and which, in either (a) or (b) above, prevents the performance of the Operator’s duties and obligations hereunder;
“Government Representative” means the Director of Social Welfare or any person authorised to act for and on her behalf for the purposes of this Service Agreement;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“HK$” means the lawful currency of Hong Kong;

“Monthly Reimbursement” means the total amount payable by the Government to the Operator in respect of Services provided by a RSP to Voucher Holders in a given month;

“Monthly Return on 0% Co-payment” means the report as appears in Part D of Schedule 4;

“Official Monthly Receipt” means an official monthly receipt in the form as appears in Part C of Schedule 4;

“Pilot Scheme” means the Pilot Scheme on Residential Care Service Voucher for the Elderly;

“Reimbursement Form” means the reimbursement form as appears in Part B of Schedule 4;

“RCHE” means residential care home for the elderly licensed under Residential Care Homes (Elderly Persons) Ordinance, Cap.459.

“RSP” or “Recognised Service Provider” means the RCHEs of the Operator as set out in Schedule 1;

“Service Fee” means the portion of a Voucher Value payable by a Voucher Holder in respect of Voucher Services procured in a given month at any RSP calculated as follows:

\[
\text{Voucher Value} \times \text{Co-payment Level}
\]

The Service Fee arrived at by applying the above formula will be rounded to the nearest integer;

“Services” means the provision of the general residential care services for the elderly as set out in Schedule 3 and includes other obligations and duties, ancillary or incidental thereto under
the terms of this Service Agreement;

“Special Supplement Subsidy” means special supplement subsidy of HK$1,653 that may be allocated to a Voucher Holder by SWD;

“SWD” means the Social Welfare Department of the Government;

“Voucher Certificate” means the personalized voucher certificate in the form as appears in Part A of Schedule 4 to be issued by the Director of Social Welfare to each Voucher Holder;

“Voucher Holder” means an elderly person who possesses and presents to a RSP a Voucher Certificate in his name for procurement of any of the Services;

“Voucher Services” means the services to be provided by the Operator to Voucher Holders under Part B of the Service Specifications at Schedule 3;

“Voucher Value” means the service value of HK$12,609 at which Voucher Services are to be made available to Voucher Holders at any RSP in a month.
In this Service Agreement, unless the context otherwise requires, the following rules of interpretation shall apply: -

1.2 references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;

1.3 words importing the singular shall include the plural and vice versa; words importing a gender shall include every gender; references to any person shall include references to individual, company, corporation, firm or any body of persons, corporate or unincorporated and include any public body;

1.4 section or clause headings are inserted for convenience of reference only and shall not affect the interpretation and construction of this Service Agreement;

1.5 unless otherwise specified, a reference to a clause, paragraph, schedule, appendix or attachment etc. by number or letter, shall be construed as a reference to the clause, paragraph, schedule, appendix or attachment etc. of that number or letter in the document in which such reference appears;

1.6 reference to a day refers to calendar day; and reference to a working day means any day other than a Saturday and a general holiday as the term is defined under the General Holidays Ordinance (Cap. 149);

1.7 reference to a month or a monthly period refers to a calendar month.
2. **Contract Period**

2.1 Subject to Clause 2.2 and Clause 8 hereof, the Contract Period shall be from [day/month] 2017 until 31 August 2019.

2.2 The Government may at its absolute discretion, by serving one (1) month’s prior written notice on the Operator, extend the Contract Period for further period(s) of not more than six (6) months in aggregate.

2.3 Provisions in this Service Agreement which are expressed to or by necessary implication survive this Service Agreement shall continue in full force and effect notwithstanding the expiry of the Contract Period.

3. **Provision of Services**

The Operator shall provide Services to Voucher Holders through its RSPs in accordance with the provisions of **Schedule 3** and to the standards set out in the Service Quality Standards (SQSs) and Criteria (Part E of **Schedule 4**).

4. **Operator’s Warranties & Undertakings**

The Operator warrants and undertakes to the Government that the Operator shall at all times throughout the Contract Period:-

(a) comply with all codes, manuals, guidelines and instructions in relation to the Services issued by the Government Representative from time to time in relation to the Services;

(b) use all experience, skills, care and diligence in the provision of the Services and the discharge of all its duties and obligations under this Service Agreement;
(c) comply with all laws and regulations in the provision of the Services and shall procure, maintain and renew upon expiry all requisite licence permit exemption consent authorisation etc. required by law for or otherwise in relation to the provision of the Services throughout the Contract Period;

(d) attend meetings convened by the Government Representative at such time and in such manner as may be specified; and

(e) keep the Government informed of all matters relating to the Services and shall answer all enquiries made by the Government Representative.

5. Government’s Rights

5.1 The Government and anyone authorised by it may from time to time and at any time during the Contract Period inspect all premises of the Operator where or from which the Services are provided. The Operator shall provide all such reasonable assistance as may be required by the Government to facilitate such inspection.

5.2 The Government Representative may require on reasonable grounds the immediate removal or replacement of any of the Operator's employees, sub-contractors or agents engaged or deployed for the purpose of this Service Agreement. Any of the Operator's employees, sub-contractors or agents so removed shall be replaced as soon as possible by a competent substitute within such time as specified by the Government Representative. Under no circumstances shall the Government be liable to the Operator for any direct, indirect or consequential costs or losses that may arise from the removal, substitution or replacement of any of the Operator’s employees, sub-contractors or agents as a result of the Government’s exercising of its right under this clause.

6. Reimbursement by Government

6.1 Provided that the Operator shall have performed all Services in accordance with the terms and conditions of this Service Agreement and subject to Clause 7, the Government shall, pay to the Operator on a monthly basis for the Services provided to Voucher Holders at each RSP in each month during the Contract Period the Monthly
Reimbursement calculated in accordance with the provisions set out in Schedule 2.

6.2 During the Contract Period the Operator shall in accordance with Clause 23 and by the 10th day of the month following each month provide and present to the Government Representative a Reimbursement Form in respect of the preceding month together with a copy of the Official Monthly Receipts issued to or the Monthly Return on 0% Co-payment in respect of each Voucher Holder.

6.3 The Government shall not be held responsible for any delay in payment where the Operator fails to comply with this Clause.

6.4 For the avoidance of doubt, no fee, cost, charge, surcharge or disbursement whatsoever in addition to the Monthly Reimbursement shall be charged by the Operator or payable by the Government in respect of the Services without the prior written agreement of the Government.

6.5 Subject to the Operator having complied with the above provisions and the Reimbursement Form being found by the Government Representative to be correct, the Government shall pay the Operator the sum of the Monthly Reimbursement for the relevant month, usually by the 28th day of the second month following that month.

7. **Adjustment of Voucher Value, Care Supplement Subsidy and Special Supplement Subsidy**

Notwithstanding any other provisions herein, the Voucher Value, the Special Supplement Subsidy and the Care Supplement Subsidy may be revised upwards or downwards from time to time as the Government Representative may at his absolute discretion determine and announce in writing.

8. **Suspension and Termination**

8.1 Without prejudice to any rights and claims of Government under this Service Agreement or otherwise at law, Government shall be entitled to forthwith suspend or terminate this Service Agreement if any one event mentioned in Clauses 8.1 (a) to (g) below occurs:-
(a) the Operator fails to perform its obligations hereunder in accordance with any of the terms of this Service Agreement and has failed to remedy such failure to the satisfaction of the Government Representative within fourteen (14) days after the issuance by the Government Representative to the Operator of a notice in writing requiring it to do so;

(b) the Operator or any of its employees, agents or contractors has done anything or has allowed a state of affairs to exist which in the opinion of the Government Representative may endanger the safety of any Voucher Holder;

(c) the Operator is persistently in breach of any provision of this Service Agreement (whether the persistent breaches relate to the same provision or different provisions) or wrongfully neglects to carry out its duties under this Service Agreement;

(d) the Operator is in the opinion of the Government financially unsound;

(e) the Operator engages in any conduct which is considered by the Government to be prejudicial to the Pilot Scheme;

(f) the Operator assigns, transfers or sub-contracts or purports to assign, transfer or sub-contract any of its benefits, interests or obligations under the Service Agreement without the prior written consent of Government; and

(g) the Operator fails or omits to maintain a valid licence permit exemption consent or authorization required by law including without limitation the Residential Care Homes (Elderly Persons) Ordinance, Cap. 459 and the Food Business Regulation, Cap. 132X.

8.2 Notwithstanding anything provided in this Service Agreement to the contrary, the Government may suspend or terminate this Service Agreement without cause and without entitling the Operator to any compensation whatsoever by giving at least one (1) month’s prior written notice to the Operator.
9. **Consequences of Termination**

9.1 In the event that this Service Agreement is terminated for whatever reason:

(a) the Operator shall cooperate with the Government Representative in effecting a smooth transfer of the Voucher Holders currently receiving the Services from the RSP;

(b) The Operator will be entitled to payment of reimbursement from Government for Services rendered to the satisfaction of the Government Representative on a pro-rata basis calculated up to the date of termination or expiry of the Service Agreement subject to any right of set-off or counter-claim and other remedies which the Government may have.

9.2 The suspension and termination of this Service Agreement shall not prejudice any antecedent rights or obligations of either party hereto.

10. **Confidentiality**

10.1 The Operator undertakes to the Government that during the continuance in force of this Service Agreement and at any time thereafter, save and except in strict accordance hereof, the Operator shall and shall procure the Operator’s employees, agents and sub-contractors to:

(a) maintain in strict confidence the Confidential Information and not disclose or allow access to any person any of the Confidential Information other than to a person employed or engaged by the Operator or the RSP; and

(b) use or reproduce any of the Confidential Information only for the sole purpose of the provision of the Services and not use or reproduce or allow to be used or reproduced, directly or indirectly, any of the Confidential Information for any other purposes without the prior written consent of the Government.

10.2 The non-disclosure obligations in this Clause 10 shall not apply to:

(a) the disclosure of the Confidential Information which is or has become public knowledge other than as a result of any
unauthorised disclosure; and

(b) the disclosure of which is compelled by any law or order of a court of competent jurisdiction.

11. **Liability and Indemnity**

11.1 The Government and its employees and agents shall not be under any liability whatsoever for or in respect of:

(a) any loss of or damage to any of the Operator’s property or that of the Operator’s employees howsoever caused (whether by any negligence of the Government or any of its employees or agents or otherwise); or

(b) any injury to or death of any of the Operator’s employees or agents except any such injury or death was caused by the negligence of the Government or any of its employees or agents.

11.2 The Operator shall indemnify the Government and its employees and agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Government or any of its employees or agents in respect of-

(a) any loss, damage, injury or death referred to in Clause 11.1 (save and except injury or death caused by the negligence of the Government or any of its employees or agents); and

(b) any loss of or damage sustained by or any injury to death of any third party in consequence of any negligence of the Operator or any of the Operator’s employees or agents.

11.3 The Operator shall indemnify the Government against any and all loss of or damage to any property of the Government or any of its employees or agents or any and all injury to any employee or agent of the Government arising out of the negligence of the Operator or any of the Operator’s employees or agents.

11.4 With prejudice to Clause 11.2 to 11.3 of this Service Agreement, the Operator shall indemnify the Government and keep the Government fully and effectively indemnified against all claims, damages, costs, losses or expenses in respect of personal injury, death, losses or
damages arising out of or in relation to or resulting from the performance or attempted performance of this Service Agreement to the extent that the same are or have been caused by any act, omission, neglect, recklessness, willful default or misconduct, breach of statutory duty or breach of this Service Agreement by the Operator or any of the Operator’s employees or agents.

11.5 For the purposes of this Clause, “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

12. Assignment and Subcontracting

The Operator shall not, without the written consent of the Government Representative, assign, subcontract, or otherwise transfer this Service Agreement, or any part share or interest therein. Where the Operator subcontracts any part of the Service Agreement, the Operator shall not be relieved from any of its obligations under the Service Agreement, and shall be responsible and liable for all acts, omissions, defaults, and neglects of its subcontractors as if they were the acts, omissions, defaults and neglects of the Operator.

13. Books and Records

13.1 The Operator shall, during the continuance of this Service Agreement, keep proper books of account, records, and supporting documents for all receipts and payments in respect of the provision of Services at each of its RSPs.

13.2 The Operator shall keep in respect of each of its RSPs books and records relating to the provisions of Services for a period of at least seven years after the expiry or termination of this Service Agreement, and during such period (notwithstanding the termination or completion of the Pilot Scheme or this Service Agreement) the Government shall be allowed access to the books, records, and supporting documents for inspection, verification and copying from time to time upon reasonable notice.
14. **Insurance**

The Operator shall at their own costs take out, maintain and renew upon expiry reasonable and adequate insurance protection coverage against public liability and professional indemnity at all times throughout the Contract Period.

15. **Force Majeure**

15.1 In the event of Force Majeure, the Operator shall be excused from the performance of its obligations under this Service Agreement for so long as such event shall continue.

15.2 Should performance by the Operator of its obligations hereunder be prevented by Force Majeure for a period of fourteen (14) consecutive days or longer, the Government shall be entitled at the expiration of such period to terminate this Service Agreement by not less than fourteen (14) days’ written notice to the Operator.

16. **Variation**

Subject to the provisions of this Service Agreement, no amendment or modification of or addition to this Service Agreement shall be valid unless agreed to in writing by both the authorised signatories of the Government and the Operator.

17. **Entirety of Agreement**

This Service Agreement and the documents referred to herein shall constitute the entire agreement concerning the subject matter hereof and shall supersede any and all prior agreements, representations, warranties and undertakings in respect of the subject matter herein.

18. **Relationship of the Parties**

The Operator enters into this Service Agreement with Government as an independent contractor only and shall at all times remain as an independent contractor throughout the Contract Period. The Operator shall not represent itself as an employee, agent or servant of
Government.

19. **Severability**

In the event that any provision of this Service Agreement or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal, voidable or otherwise howsoever unenforceable the remainder of this Service Agreement and the application of that provision to other circumstances shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Rights and Remedies Cumulative**

Notwithstanding anything herein to the contrary, all rights and powers of Government under this Service Agreement are cumulative, and may be exercised at the same time or separately. They do not exclude any other rights, powers and remedies provided by law.

21. **Non-waiver**

No failure, delay or forbearance by Government in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any right, power or remedy.

22. **Corrupt Gifts**

22.1 The Operator shall prohibit its directors, employees, sub-contractors who are involved in this Service Agreement from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap. 201. The Operator shall also caution its directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to this Service Agreement.

22.2 If the Operator or any of its directors, employees, agents or sub-contractors is found to have committed an offence under the
Prevention of Bribery Ordinance, Cap 201, or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Service Agreement or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Service Agreement.

23. Notices

23.1 Each notice, demand or other communication given or made under this Service Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has specified to the other party):

(a) To the Operator: Agency
    Address: XXX
    Facsimile Number: XXX

(b) To Government: Director of Social Welfare
    Room 1001, 10/F,
    Wu Chung House,
    213, Queen’s Road East,
    Wan Chai, Hong Kong
    Facsimile Number: 2117 3876

23.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if delivered by hand, when actually delivered to the relevant address; or (b) if delivered by registered post, on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent; or (c) if delivered by fax, when dispatched (with confirmed transmission report).
24. **Set-off**

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

25. **Contracts (Right of Third Parties) Ordinance**

The parties hereby declare that nothing in this Service Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Service Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
AS WITNESS whereof this Service Agreement has been duly signed the day, month and year first above written:

(1) For and on behalf of the Government

Signature: ____________________________
Name: ____________________________

In the Presence of:

Signature: ____________________________
Name: ____________________________
Post: ____________________________
Address: ____________________________

(2) For and on behalf of the Operator
(Capacity: Chairperson, Executive Committee)

Signature: ____________________________
Name & Post Title: ____________________________

Chop of the Operator: ____________________________

In the presence of:

Witness

Signature: ____________________________
Name and Post Title: ____________________________
HKID No.: ____________________________
Address: ____________________________
Schedule 1-Information on RSPs
Schedule 2
Payment Schedule

Calculation of the Monthly Reimbursement:

<table>
<thead>
<tr>
<th>Monthly Reimbursement = (I) Voucher Services Subsidy + (II) Special Supplement Subsidy + (III) Care Supplement Subsidy</th>
</tr>
</thead>
</table>

(I) Voucher Services Subsidy (in HK$)

(a) Voucher Services Subsidy for Voucher Holders who have stayed in a RSP for a full month

\[ = 12,609N - (12,609 \times 0A\% + 12,609 \times 10B\% + 12,609 \times 20C\% + 12,609 \times 30D\% + 12,609 \times 40E\% + 12,609 \times 50F\% + 12,609 \times 62.5G\% + 12,609 \times 75H\%) \]

Where
A = Number of Voucher Holders under the 0% Co-payment Level who have received Voucher Services for a particular month
B = Number of Voucher Holders under the 10% Co-payment Level who have received Voucher Services for a particular month
C = Number of Voucher Holders under the 20% Co-payment Level who have received Voucher Services for a particular month
D = Number of Voucher Holders under the 30% Co-payment Level who have received Voucher Services for a particular month
E = Number of Voucher Holders under the 40% Co-payment Level who have received Voucher Services for a particular month
F = Number of Voucher Holders under the 50% Co-payment Level who have received Voucher Services for a particular month
G = Number of Voucher Holders under the 62.5% Co-payment Level who have received Voucher Services for a particular month
H = Number of Voucher Holders under the 75% Co-payment Level who have received Voucher Services for a particular month
N = (A+B+C+D+E+F+G+H)
(b) Voucher Services Subsidy for each Voucher Holder who has stayed in a RSP for less than a full month where -
(Note: The Voucher Services Subsidy arrived at by applying the formula below will be rounded down to the nearest integer)

(i) the Voucher Holder has been admitted to the RSP after the Second day of a particular month

\[ = 12,609 \times (100\% - \text{Co-payment Level of the Voucher Holder}) \]
\[ \times \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately before the admission date}}{\text{Total no. of days in the month}} \]

(ii) the Voucher Holder has been discharged or deemed discharged (under Part E of Schedule 3) from the RSP before the last day of a particular month

\[ = 12,609 \times (100\% - \text{Co-payment Level of the Voucher Holder}) \]
\[ \times \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately after the discharge date} - 1}{\text{Total no. of days in the month}} \]

(iii) the Voucher Holder has been admitted to the RSP after the Second day of a particular month and discharged from the RSP before the last day of the same particular month

\[ = 12,609 \times (100\% - \text{Co-payment Level of the Voucher Holder}) \]
\[ \times \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately before the admission date} - \text{No. of days in the month immediately after the discharge date} - 1}{\text{Total no. of days in the month}} \]
Examples for calculation of Voucher Services Subsidy:

(Example 1) Voucher Services Subsidy in September 2016 for a Voucher Holder belonging to the 10% Co-payment Level who has been admitted to a RSP on 5 September 2016:

\[= 12,609 \times 90\% \times (30 – 4) \div 30\]

\[= 9,835.02\]

\[= 9,835 \text{ (rounded down to the nearest integer)}\]

(Example 2) Voucher Services Subsidy in September 2016 for a Voucher Holder belonging to the 10% Co-payment Level who has been discharged or deemed discharged (under Part E of Schedule 3) from a RSP on 15 September 2016:

\[= 12,609 \times 90\% \times (30 – 15 – 1) \div 30\]

\[= 5,295.78\]

\[= 5,295 \text{ (rounded down to the nearest integer)}\]

(Example 3) Voucher Services Subsidy in September 2016 for a Voucher Holder belonging to the 10% of Co-payment Level who has been admitted to a RSP on 5 September 2016 and discharged on 15 September 2016:

\[= 12,609 \times 90\% \times (30 – 4 – 15 – 1) \div 30\]

\[= 3,782.7\]

\[= 3,782 \text{ (rounded down to the nearest integer)}\]

(II) Special Supplement Subsidy (in HK$)

(Note: The Special Supplement Subsidy arrived at by applying the formula below will be rounded down to the nearest integer)

(a) Special Supplement Subsidy for Voucher Holders who have stayed in a RSP for a full month

\[= 1,653 \times Y\]
Where
Y = Number of Voucher Holders receiving Special Supplement Subsidy in a particular month

(b) Special Supplement Subsidy for each Voucher Holder who has stayed in a RSP for less than a full month where -

(i) the Voucher Holder has been admitted to the RSP after the Second day of a particular month

= 1,653 \times \left( \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately before the admission date}}{\text{Total no. of days in the month}} \right)

(ii) the Voucher Holder has been discharged or deemed discharged (under Part E of Schedule 3) from the RSP before the last day of a particular month

= 1,653 \times \left( \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately after the discharge date} - 1}{\text{Total no. of days in the month}} \right)

(iii) the Voucher Holder has been admitted to the RSP after the Second day of a particular month and discharged from the RSP before the last day of the same particular month

= 1,653 \times \left( \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately before the admission date} - \text{No. of days in the month immediately after the discharge date} - 1}{\text{Total no. of days in the month}} \right)
Examples for calculation of Special Supplement Subsidy:

(Example 1) Special Supplement Subsidy in September 2016 for a Voucher Holder who has been admitted to a RSP on 6 September 2016:

$$= 1,653 \times (30 - 5) \div 30$$

$$= 1,377.5$$

$$= \underline{1,377}$$ (rounded down to the nearest integer)

(Example 2) Special Supplement Subsidy in September 2016 for a Voucher Holder who has been discharged or deemed discharged (under Part E of Schedule 3) from a RSP on 16 September 2016:

$$= 1,653 \times (30 - 14 - 1) \div 30$$

$$= 826.5$$

$$= \underline{826}$$ (rounded down to the nearest integer)

(Example 3) Special Supplement Subsidy in September 2016 for a Voucher Holder who has been admitted to a RSP on 6 September 2016 and discharged on 15 September 2016:

$$= 1,653 \times (30 - 5 - 15 - 1) \div 30$$

$$= 495.9$$

$$= \underline{495}$$ (rounded down to the nearest integer)

(III) Care Supplement Subsidy (in HK$)

(Note: The Care Supplement Subsidy arrived at by applying the formula below will be rounded down to the nearest integer)
Part A: Care Supplement Subsidy for Category 1a, Category 1b, Category 2 and Category 3

(a) Care Supplement Subsidy (Category 1a, Category 1b, Category 2 and Category 3) for eligible Voucher Holders who have stayed in a RSP for a full month

\[
= (1,080 \times J) + (570 \times K) + (1,235 \times L) + (820 \times M)
\]

Where
J = Number of Voucher Holders receiving Care Supplement Subsidy (Category 1a) in a particular month
K = Number of Voucher Holders receiving Care Supplement Subsidy (Category 1b) in a particular month
L = Number of Voucher Holders receiving Care Supplement Subsidy (Category 2) in a particular month
M = Number of Voucher Holders receiving Care Supplement Subsidy (Category 3) in a particular month

(b) Care Supplement Subsidy for each eligible Voucher Holder who has stayed in a RSP for less than a full month where -

(i) the eligible Voucher Holder has been admitted to the RSP after the Second day of a particular month

\[
= \text{CSS Value} \times \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately before the admission date}}{\text{Total no. of days in the month}}
\]

(ii) the eligible Voucher Holder has been discharged or deemed discharged (under Part E of Schedule 3) from the RSP before the last day of a particular month [Note]

\[
= \text{CSS Value} \times \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately after the discharge date or deemed discharge date} - 1}{\text{Total no. of days in the month}}
\]
(iii) the eligible Voucher Holder has been admitted to the RSP after the Second day of a particular month and discharged from the RSP before the last day of the same particular month [Note]

\[ \text{CSS Value} \times \left( \frac{\text{Total no. of days in the month} - \text{No. of days in the month immediately before the admission date} - \text{No. of days in the month immediately after the discharge date} - 1}{\text{Total no. of days in the month}} \right) \]

Where

CSS Value = 1,080 for a Voucher Holder receiving Care Supplement Subsidy (Category 1a);
570 for a Voucher Holder receiving Care Supplement Subsidy (Category 1b);
1,235 for a Voucher Holder receiving Care Supplement Subsidy (Category 2); or
820 for a Voucher Holder receiving Care Supplement Subsidy (Category 3)

Examples for calculation of Care Supplement Subsidy:

(Example 1) Care Supplement Subsidy in September 2016 for a Voucher Holder receiving Care Supplement Subsidy (Category 1a) who has been admitted to a RSP on 5 September 2016:

\[ = 1,080 \times (30 - 4) \div 30 = 936 \]

(Example 2) Care Supplement Subsidy in September 2016 for a Voucher Holder receiving Care Supplement Subsidy (Category 1a) who has been discharged or deemed discharged (under Part E of Schedule 3) from a RSP on 15 September 2016:

\[ = 1,080 \times (30 - 15 - 1) \div 30 = 504 \]

(Example 3) Care Supplement Subsidy in September 2016 for a Voucher Holder receiving Care Supplement Subsidy (Category 1a) who has been admitted to a RSP on 5 September 2016 and discharged on 15 September 2016:

\[ = 1,080 \times (30 - 4 - 15 - 1) \div 30 = 360 \]
Part B: Care Supplement Subsidy for Category 4 (in HK$)

Care Supplement Subsidy (Category 4) for eligible Voucher Holders in a particular month

\[ = 200 \times Z \]

Where

\( Z = \) Number of Voucher Holders receiving Care Supplement Subsidy (Category 4) in a particular month
Schedule 3 -

Service Specifications

Part A - Definitions

“Area of Floor Space” means the net floor area of the premises for the exclusive use of the RSP. In determining the Area of Floor Space per resident, the area of staff dormitory, open space, podium, garden, flat roof, bay window, staircase, column, walls, staircase hall, lift, lift landing, any space occupied by machinery for any lift, air-conditioning system or any similar service provided for the building, and any other area in the RSP which the Director of Social Welfare considers unsuitable for the purposes of an RCHE shall be disregarded.

“Individual Care Plan” or “ICP” means a plan which identifies a Voucher Holder’s care needs, and by which service strategies are developed and implemented to meet his needs and the effectiveness of such strategies should be reviewed and adjusted from time to time.

“registered medical practitioner” means a person who is registered under the Medical Registration Ordinance, Cap. 161.

Part B - Voucher Services

1. The Operator shall provide or make available to Voucher Holders through its RSP the following Voucher Services:-

   (a) accommodation within shared rooms including lighting, hot water and other utilities as well as furniture, furnishings, beddings and utensils as necessary for residential care;
(b) at least three meals a day, plus snacks; with adequate quantities and varieties having regard to the health conditions, cultural and religious background and dietary needs of Voucher Holders;

(c) basic and special nursing care such as monitoring of vital signs, administration and supervision of medication, management of wounds;

(d) staff on duty 24 hours per day;

(e) personal care service such as assistance with activities of daily livings;

(f) rehabilitative services, including therapeutic exercise and treatment session, on either a group or individual basis twice per week, to maintain or improve their functioning;

(g) regular visits by a registered medical practitioner, other than those from community geriatric assessment teams or clinics provided by the Government or the Hospital Authority;

(h) social or recreational activities on regular basis to meet the social and recreational needs of Voucher Holders, to encourage them to pursue their interests, and to maintain their contacts with the community and families; and

(i) laundry service.

Part C - Essential Service Requirements

1. The Operator shall ensure that its RSP shall:

   (a) meet the staffing requirements as specified in Annex I;

   (b) provide each resident Area of Floor Space of at least 9.5 square metres;
allow Voucher Holders to take up only residential care places that are not being subsidised by the Government;

participate in the Service Quality Group Scheme coordinated by the SWD;

formulate, implement and review an Individual Care Plan for each Voucher Holder in accordance with the Guidelines as set out in Annex V;

through appropriate channels, including the website of the Operator and the RSP, premises of the RSP and any other channels as directed by the Government Representative, make available to the public:

(i) information on the RSP, including but not limited to the staffing level, services, price list on fee charging items, facilities and equipment available at the RSP;

(ii) up-dated information on the Voucher Services, including the total number of beds accepting Voucher Holders at the Voucher Value and the bed vacancy.

subject to availability of beds, provide Voucher Services to any Voucher Holder seeking to procure Voucher Services at its RSP;

continue to provide Voucher Services to a Voucher Holder whose health condition deteriorates to a higher care level after admission until suitable alternative residential care has been arranged for the Voucher Holder; and

save where the Voucher Holder voluntarily requests to be discharged, not discharge or cease to provide Voucher Services for any Voucher Holder after his/her admission except with the written consent of the Government Representative.
**Part D – On Case Admission and Discharge**

1. The Operator shall collect from Voucher Holders their Voucher Certificates and retain the same for safe keeping. The Operator shall give receipt for each Voucher Certificate retained by it in a form as appears in Annex II.

2. The Operator shall return the Voucher Certificate to a Voucher Holder on his discharge from its RSP and shall cause a certificate in a form as appears in Annex III to be duly completed and signed.

**Part E – Discharge**

1. A Voucher Holder shall not be discharged by the Operator except:-

   (a) where the Voucher Holder or his immediate family voluntarily requests for his discharge from the RSP; or

   (b) on death of the Voucher Holder.

2. Save where a Voucher Holder is earlier discharged under paragraph 1 above, a Voucher Holder shall be deemed to be discharged from the RSP-

   (a) after continued absence from a RSP following:-

   (i) a 30 days’ leave of absence other than due to hospitalisation; or
   (ii) a 60 days’ absence due to hospitalisation, or

   (b) the Voucher Holder refuses or otherwise fails to allow the Operator to collect from him the appropriate Service Fee under paragraph 1(a) of Part G hereof.

3. The Operator shall not open up the residential care place taken up by a Voucher Holder for new intake until the date of his discharge or deemed discharge.
Part F – Notification to Government Representative

1. The Operator shall notify the Government Representative in respect of the RSP any one of the following events within two (2) working days after the occurrence of such event:

   (a) admission of any new Voucher Holder for Voucher Services with a copy of the Voucher Certificate Receipt Form as appears in Annex II provided to the Government Representative;

   (b) discharge or deemed discharge of any Voucher Holder from Voucher Services under Part E hereof, with a duly completed Return of Voucher Certificate Form as appears in Annex III or the Voucher Certificate deposited with the Operator by that Voucher Holder provided to the Government Representative; and

   (c) death of or voluntary withdrawal from the Pilot Scheme by any Voucher Holder with the Voucher Certificate concerned returned to the Government Representative.

Part G – Fee Charging

Service Fee

1. The Operator shall –

   (a) on admission and thereafter on the Second day of each month collect from each Voucher Holder the appropriate Service Fee and issue to him an Official Receipt in the form as appears at Annex IV; and

   (b) Not charge a Voucher Holder in respect of the Voucher Services provided by its RSP any fees or charges other than the appropriate Service Fee; and

   (c) Subject to paragraph 4 of this Part G, not give any Voucher Holder directly or indirectly any rebate or refund, in cash or in kind, of the Service Fee payable or paid by the Voucher Holder and the subsidy payable or paid by the Government.
2. The Service Fee to be collected from each Voucher Holder in a month shall be adjusted on a pro rata basis if:-

(a) the Voucher Holder’s admission to the RSP does not take place on the Second day of the month; and/or

(b) the Voucher Holder’s discharge or deemed discharge (under Part E) from the RSP does not take place on the last day of the month.

3. The adjusted Service Fee shall be rounded down to the nearest integer.

4. Any over-payment of Service Fee by a Voucher Holder arising from his early discharge or deemed discharge from the RSP under Part E shall be refunded by the Operator to the Voucher Holder as soon as practicable or in any event no later than 3 months after the date of discharge or deemed discharge.

**Additional Services & Consumable Items, etc.**

5. Notwithstanding anything contrary herein contained, the Operator may charge Voucher Holders:-

(a) for non-essential services outside the scope of Voucher Services such as additional physiotherapy / occupational therapy, single-room/double-room dormitory, acupuncture, Chinese medicine and massage services provided to Voucher Holders at their request, provided that the total charges in respect of such services for any one Voucher Holder in a calendar month shall not exceed 75% of the full Voucher Value for the time being in force.

(b) on a reimbursement basis, for consumable items, such as diapers, formula milk, medical/surgical appliances, and incidental charges, such as transportation fees, escort service fees, which are outside the scope of Voucher Services subject to the following -

(i) the items are to meet the special needs of individual Voucher Holders;

(ii) Voucher Holders and their family members must be allowed the option to buy the items or procure the services on their own;
(iii) the fees and expenses shall be charged on a cost-recovery basis, which shall not include administrative fee and shall not be detrimental to the interests of Voucher Holders;

(iv) notices containing a price list of all the items and channels for making enquiries/complaints about the additional fees and expenses shall be clearly displayed in a conspicuous place in the premises of the RSP;

(v) the Operator shall explain to Voucher Holders, their family members and any persons responsible for the Voucher Holders the fee-charging items and the additional fees and expenses on or before the admission of the Voucher Holders to the RSP;

(vi) the Operator shall conduct periodic consultation and regular review with Voucher Holders, their family members and any persons responsible for the Voucher Holders on the arrangement of the fee-charging items and the pricing thereof; and

(vii) the Operator shall inform Voucher Holders, their family members and any persons responsible for the Voucher Holders for any change of fees and charges in writing at least 30 days in advance of the effective date of implementation.

6. The Operator shall not charge a Voucher Holder for any item in respect of which Care Supplement Subsidy is payable or will be payable by the Government.

**PART H - CARE SUPPLEMENT**

1. The Operator must provide Voucher Holders receiving Care Supplement Subsidy with care supplements in accordance with the provisions in **Annex VI**.

**PART I – CONTINGENCY PLAN**

1. The Operator shall develop a contingency plan to ensure the uninterrupted provision of Voucher Services during emergency situations (including outbreak of an epidemic and hazards such as fire)
or when there are difficulties for RSP in providing any of the Voucher Services. The back-up services/support as set out in the contingency plan must meet all requirements of the Service Agreement.

2. The Operator shall inform SWD as soon as possible when the contingency plan is activated.

PART J - GENDER MAINSTREAMING

The Operator shall complete and submit to the Government Representative:

(a) Part I of the “Gender Mainstreaming Checklist” (in the form set out in Annex VII) within two months from the date of the Service Agreement; and

(b) Part II of the “Gender Mainstreaming Checklist” (in the form set out in Annex VIII) within two months from the Second anniversary of the commencement date of this Service Agreement.

PART K – EVALUATION OF PILOT SCHEME

The Operator shall provide such assistance with respect to the evaluation of the Pilot Scheme as may be required by the Government.
Annexes to Service Specifications

Annex I – Staffing Requirement for RSP under the Pilot Scheme
Annex II – Voucher Certificate Receipt Form
Annex III – Return of Voucher Certificate Form
Annex IV – Form of Official Monthly Receipt
Annex V – Guidelines on the formulation and implementation of ICP for Voucher Holders
Annex VI – Care Supplement
Annex VII - Part I of the Gender Mainstreaming Checklist
Annex VIII - Part II of the Gender Mainstreaming Checklist
Annex I – Staffing Requirement for RSP under the Pilot Scheme

Staffing Requirement for RSP under the Pilot Scheme on Residential Care Service Voucher for the Elderly

The Operator shall ensure that the RSP under the Pilot Scheme shall at all times during the Contract Period comply with the minimum staffing level as set out in Part A below and the training requirements for Care Workers as set out in Part B below.

Part A : Minimum Staffing Requirement (on the basis of each staff working 8 hours per day and 6 days per week)

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<tr>
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<tr>
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</tr>
<tr>
<td>Ancillary Worker</td>
<td>Note 6</td>
</tr>
<tr>
<td><strong>Total no. of Staff</strong></td>
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<td>--------------</td>
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<td><strong>Total no. of Staff</strong></td>
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(Note 1) Registered nurse refers to registered nurse under the Nurse Registration Ordinance (Cap.164).

(Note 2) Enrolled nurse refers to enrolled nurse under the Nurse Registration Ordinance (Cap.164).

(Note 3) Physiotherapist/occupational therapist refer to physiotherapist/occupational therapist under the Supplementary Medical Professions Ordinance (Cap.359).

(Note 4) Health Worker refers to health worker registered under the Residential Care Homes (Elderly Persons) Regulation (Cap.459, sub. leg. A).

(Note 5) Care Worker refers to any person deployed by the Operator to render personal care to residents at the RSP.

(Note 6) Ancillary Worker refers to any person, other than a Care Worker, Health Worker or Registered Nurse/Enrolled Nurse, deployed by an Operator for performing duties including those of a cook, domestic servant, driver, gardener, watchman, welfare worker or clerk.
Part B : Training Requirement for Care Workers

The Operator shall ensure that its RSP shall maintain a team of Care Workers (i.e. persons deployed by the Operator to render personal care to residents at the RSP) at least 75% of whom having completed a personal care worker training course or a health worker training course provided by a training institution acceptable to the Government Representative each of a duration of not less than three full days.
請認可服務機構於院舍持有人在院舍即日起計兩個工作天內，將填妥的表格傳真至社會福利署安老服務科作跟進。傳真號碼：3107 0236

長者院舍住宿照顧服務券（院舍券）試驗計劃

保管院舍証明書記錄

本認可服務機構（即院舍）確認已收取以下院舍券持有人或其指定代表（親友或個案工作員）交來的院舍証明書正本，本院舍定當妥善保存。當院舍持有人離開本院舍時，本院舍定當立即退回院舍証明書予院舍持有人或其指定代表。有關資料如下：

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<th>院舍持有人資料</th>
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<td>(中文)：</td>
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<tr>
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<td>共同付款級別：</td>
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此欄由社會福利署安老服務科填寫

上述資料已於長者院舍住宿照顧服務券系統中確認及記錄。

日期：

認可服務機構蓋印
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長者院舍住宿照顧服務券（院舍券）試驗計劃

退還院舍券證明書記錄

本認可服務機構（即院舍）確認已退還以下院舍券持有人交來的院舍券證明書正本予院舍券持有人或其指定代表（親友或個案工作員）。有關資料如下：

院舍券持有人資料

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<td>共同付款級別：</td>
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<tr>
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<td>年 月 日 至： 年 月 日</td>
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離開院舍資料

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<td>退還院舍券證明書日期：</td>
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<td>院舍券持有人/代表（親友/個案工作員）姓名：</td>
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<tr>
<td>認可服務機構職員職銜：</td>
<td>院舍券持有人/代表（親友/個案工作員）電話：</td>
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此欄由社會福利署安老服務科填寫

上述資料已於長者院舍住宿照顧服務券系統中確認及記錄。

日期：

認可服務機構蓋印
收據編號: __________

長者院舍住宿照顧服務券(院舍券) 試驗計劃

院舍券持有人___年___月份收據

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院舍券持有人資料

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<th>(中文):</th>
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服務費用資料

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院舍券持有人已繳付上欄指定時段內的服務費用 (款項根據共同付款級別釐訂)，金額為港幣$ ________元。

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<th>簽發收據日期:</th>
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Guidelines on the Formulation and Implementation of Individual Care Plan for Voucher Holders

Individual Care Plan (ICP) refers to the plan that is the outcome of the assessment process which identifies the individual Voucher Holder’s needs, sets the goals and objectives of the Voucher Services, and the tasks and services required to be carried out. The following guidelines should be maintained in compiling the ICP:

1. Upon admission, the RSP shall assess and document each Voucher Holder’s immediate care needs (e.g. nutrition, nursing, medication) and risk factors (e.g. allergies, dysphagia, falls) within 24 hours.

2. Choice, opportunity, privacy and dignity should all be acknowledged to achieve optimum quality of life for each Voucher Holder.

3. In order to meet the needs of the individual Voucher Holder comprehensively, it is essential to document accurate and relevant information alongside realistic and achievable goals as follows -

   (a) The initial Care Plan will be agreed following the inter-disciplinary assessment on the needs of the individual Voucher Holder based on the assessment of the Minimum Data Set-Home Care within seven days of admission. Inter-disciplinary assessment should include professional input from the nursing, para-medical staff or social worker. It should reflect the outcome of discussions between RSP, the case manager, Voucher Holder, and/or his/her family members.

   (b) A comprehensive ICP should be drawn up based on the information and outcome of the initial Care Plan within two months of admission of individual Voucher Holder. It should be regarded as a record of both ongoing care tasks and specific goals agreed for the care of individual Voucher Holder. The ICP should be clearly understood by all parties concerned, and be available and responsive to the Voucher Holders’ needs. It should be short, clear, jargon-free and achievable.

4. The design of the ICP should include the following information -

   (a) needs as assessed in respect of individual Voucher Holders;
(b) on-going care record, e.g. clinical and routine tasks necessary for the comfort, health, safety and well-being of individual Voucher Holders, etc., which may be a running record;

(c) check-list of all treatment and appointments, e.g. physiotherapist, occupational therapist, optician, dentist, chiropodist, etc.;

(d) specific goal to achieve the desired outcome of each service or treatment given which should be measurable and time-defined, and subject to regular review. Each goal should aim to improve a particular function or aspect of the individual Voucher Holder’s quality of life. Outcome indicators should be specific for measuring the effectiveness of the goals set;

(e) information about how, when, why, and by whom the agreed services are to be delivered; and

(f) comments or observations on progress, or changes in the individual Voucher Holder’s abilities, functions or circumstances which should be dated and signed.

5. The RSP shall designate a staff to co-ordinate and monitor the ICP and the name of the staff should be recorded in the ICP. He/she should be made known and accessible to the Voucher Holders.

6. Good partnership among the Voucher Holder, family, friends, and professionals is necessary to facilitate the continuity of care. ICP is an active tool and will change as the needs of the Voucher Holder change. Changes in the goals and actions of the ICP should involve the case manager, Voucher Holder, and where appropriate, his/her carers in the decision.

7. The process of care planning is one of continuing re-assessment of information about the Voucher Holders. ICP review should take place not less than once every year to incorporate information and advice from all relevant parties. As far as possible, ICP should also be reviewed shortly after the occurrence of any clinical incidents or significant changes in his/her condition so that appropriate treatment and preventive measures can be implemented duly. The review should involve the case manager, Voucher Holder, and/or his/her carers.

8. For each Voucher Holder, agreement should be reached as to the frequency at which the relevant ICP will be formally reviewed and updated. At each ICP review, the date for the next review should be determined and recorded in the ICP according to the individual’s needs and circumstances, but should not be longer than twelve months from the previous review.
9. ICP should be available, made known to and understood by all staff who may play a part in carrying out the care plan.

10. ICP should also be available to the Social Welfare Department for monitoring purpose.
### Annex VI – Care Supplement

**Annex VI – Care Supplement**

1. The Operator must in each month provide Voucher Holders receiving Care Supplement Subsidy (Category 1a, Category 1b, Category 2 or Category 3) care supplements in accordance with the following table:

<table>
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<th>Subsidy Category</th>
<th>Care Supplements to be provided by the Operator</th>
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<tbody>
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<td>1a (HK$1,080)</td>
<td>Formula milk or special nutritional food/drink as prescribed by medical practitioners</td>
</tr>
<tr>
<td>1b (HK$570)</td>
<td>Formula milk or special nutritional food/drink as prescribed by medical practitioners.</td>
</tr>
<tr>
<td>2 (HK$1,235)</td>
<td>At least six pieces of diapers per day or such larger quantity as may be prescribed by medical practitioner.</td>
</tr>
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</table>
| 3 (HK$820)       | Any of the following medical consumable items as prescribed by medical practitioner:
|                  | (a) Ryles’ tubes and related accessories |
|                  | (b) Thickener |
|                  | (c) Colostomy bags, stoma bags and related accessories |
|                  | (d) Foley, urine bags and related accessories |
|                  | (e) Renting oxygen concentrator / BiPAP / CPAP machine and related accessories for other home use medical appliances |
|                  | (f) Dressing materials |
|                  | (g) Glucose control or blood sugar monitoring |
|                  | (h) Injection needles, handrub solution, aqueous habitane or 0.9% NaCl, sterile swab sticks, madipore wound pad, sterile gauze pad, paper face mask, colostomy bag, cotton waist bag and related accessories for Continuous Ambulatory Peritoneal Dialysis |
|                  | (i) Other medical consumable item(s) |

2. The Operator must provide at least once every 12 months Voucher Holders receiving Care Supplement Subsidy (Category 4) care supplement in accordance with the following table:

<table>
<thead>
<tr>
<th>Subsidy Category</th>
<th>Care Supplement to be provided by the Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 (HK$200)</td>
<td>Arrange for medical examination to be conducted on the Voucher Holder in accordance with section 34 of the Residential Care Homes (Elderly Persons) Regulation, Cap. 459A</td>
</tr>
</tbody>
</table>
Annex VII - Part I of the Gender Mainstreaming Checklist

Gender Mainstreaming Checklist
for Social Welfare Organisations

(for completion upon award of project)

Gender mainstreaming is a global strategy advocated by the United Nations (UN) for the promotion of women's advancement and gender equality. It seeks to ensure that women and men have equitable access to, and benefit from, society's resources and opportunities, with the aim of achieving women's advancement and gender equality.

For promoting the application of gender mainstreaming, a social welfare organisation is, upon award of a Social Welfare Department (SWD) project, required to complete and return Part One of the Gender Mainstreaming Checklist for conducting gender assessment on the project design and implementation. After the completion of the project, the organisation has to complete and return Part Two of the Gender Mainstreaming Checklist for conducting a gender assessment on the monitoring, evaluation and review of the project. (Note: If the project is completed within one year, the organisation has to complete and return Part Two of the Gender Mainstreaming Checklist after completion of the project. If the project takes more than one year for completion, the organisation has to complete and return Part Two of the Gender Mainstreaming Checklist after the Second year of implementation of the project.)

The Checklist is an analytical tool containing a set of simple questions to assist the officer-in-charge of the project in applying gender mainstreaming concepts, as well as considering the different needs and perspectives of both genders in a more systematic way during the process of design, implementation, and monitoring, etc., of the project.

General Information

Title of the project:

___________________________________________________________________________

Objective and main content of the project:

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Part I
Groups/persons likely to be benefited:

_________________________________________________________________________

Officer-in-charge:

_________________________________________ (Name)

_________________________________________ (Post Title)

_________________________________________ (Name of Organisation)

_________________________________________ (Tel No)

_________________________________________ (Fax No)
I. Design

Compilation and analysis of gender information

1. Have sex-disaggregated data on the major beneficiaries been collected and considered?  
   ✔

2. Do the data show gender differences in respect of the following factors?
   - age  ✔
   - disabilities  ✔
   - education  ✔
   - employment status  ✔
   - ethnic origin  ✔
   - family role  ✔
   - income group  ✔
   - residence status  ✔
   - others (please specify: ________________ )  ✔

3. Please provide a summary of such data on the above.

Considering specific needs of both genders

4. Have specific needs of women and men been identified, considered and integrated in the project design?  
   ✔

5. Does the project require any specific reference to women and men?  
   ✔

* If “Yes”, please fill “Y” in the box; if “No”, please fill “N” in the box; if “not applicable”, please fill “NA” in the box.
Resources

6. Have resources been allocated to address the identified needs of women, if any?

Considering impact on women

7. Will women or any sub-groups of women be affected differently from men by this project?

If yes, in a positive or negative way?

   Positive / Negative

8. Will this project, in any way (directly and indirectly, in the short, medium and long-term):

   (a) reduce discrimination to women;
   (b) promote / prejudice women’s advancement;
   (c) protect the rights of women;
   (d) strengthen women’s decision-making role;
   (e) increase women’s access to and control of resources;
   (f) contribute towards empowerment of women;
   (g) assist women who intend to enter the labour market in working (full-time or part-time);
   (h) make women more willing to participate in volunteering work;
   (i) assist women with caring responsibilities in taking care of her families (e.g. elderly, children, etc.);
   (j) any other way, e.g. (______________________)

If “yes” in any item above, please elaborate:

^ Please delete as appropriate
9. Will there be any restrictions or limitations, even of a temporary nature, imposed on women (or sub-groups of women) by this project?

If yes, please elaborate:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

II. Implementation

Public education and promotion

10. Through what means is this project promoted?
(a) printed materials
(b) mass media
(c) exhibition
(d) talk / seminar / workshop
(e) others (please specify: ____________________)

11. Has the promotional content been presented in a gender-sensitive manner?

Gender-sensitive language

12. Is gender sensitive language used throughout the promotion materials?

Impact on women

13. Have women or any sub-groups of women been affected differently from men during the implementation process, e.g. eligibility, level of benefits, accessibility, or availability of support facilities? If yes, please elaborate:

________________________________________________________________________
________________________________________________________________________
14. Have there been any special measures to address women’s needs during the implementation process? If yes, please elaborate:

Y/N/NA*

Relevant Website
Gender Mainstreaming Website:

Please return the completed Checklist to the Social Welfare Department office responsible for awarding the project.
Gender Mainstreaming is a global strategy advocated by the United Nations (UN) for the promotion of women's advancement and gender equality. It seeks to ensure that women and men have equitable access to, and benefit from, society's resources and opportunities, with the aim of achieving women's advancement and gender equality.

For promoting the application of gender mainstreaming, a social welfare organisation is, upon award of a Social Welfare Department (SWD) project, required to complete and return Part One of the Gender Mainstreaming Checklist for conducting gender assessment on the project design and implementation. After the completion of the project, the organisation has to complete and return Part Two of the Gender Mainstreaming Checklist for conducting a gender assessment on the monitoring, evaluation and review of the project. (Note: If the project is completed within one year, the organisation has to complete and return Part Two of the Gender Mainstreaming Checklist after completion of the project. If the project takes more than one year for completion, the organisation has to complete and return Part Two of the Gender Mainstreaming Checklist after the Second year of implementation of the project.)

The Checklist is an analytical tool containing a set of simple questions to assist the officer-in-charge of the project in applying gender mainstreaming concepts, as well as considering the different needs and perspectives of both genders in a more systematic way during the process of design, implementation, and monitoring, etc., of the project.

**General Information**

Title of the project:

___________________________________________________________________________

Objective and main content of the project:

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________
Groups/persons likely to be benefited:

__________________________________________
(Officer-in-charge:)

__________________________________________ (Name)
__________________________________________ (Post Title)
__________________________________________ (Name of Organisation)
__________________________________________ (Tel No)
__________________________________________ (Fax No)
I. Monitoring

Compilation and analysis of gender information

1. Have sex-disaggregated data and indicators (qualitative and quantitative) been collected or compiled to monitor the process and outcome of this project? Y/N/NA*

II. Evaluation and review

2. When, and how, the evaluation of the design, implementation and outcome of this project was conducted / would be conducted^?

Gender analysis of the impact on women

3. Have sex-disaggregated data and indicators (qualitative or quantitative) been analysed in the evaluation process? Y/N/NA*

4. Does the analysis show gender differences in respect of the following factors?
   - age
   - disabilities
   - education
   - employment status
   - ethnic origin
   - family role
   - income group
   - residence status
   - others (please specify: _____________________)

If “yes” in any item above, please elaborate:

* If “Yes”, please fill “Y” in the box; if “No”, please fill “N” in the box; if “not applicable”, please fill “NA” in the box.

^ Please delete as appropriate
5. Whether the project, in any way (directly and indirectly, in the short, medium or long-term), resulted / would result^ in:

- (a) reducing discrimination to women;  
- (b) promoting / prejudicing^ women’s advancement;  
- (c) protecting the rights of women;  
- (d) strengthening women’s decision-making role;  
- (e) increasing women’s access to and control of resources;  
- (f) contributing towards empowerment of women;  
- (g) assisting women who intend to enter the labour market in working (full-time or part-time);  
- (h) making women more willing to participate in volunteering work;  
- (i) assisting women with caring responsibilities in taking care of her families (e.g. elderly, children, etc.).  
- (j) any other way, e.g. (______________________)  

If “yes” in any item above, please elaborate:  

__________________________________________________________  

__________________________________________________________  

^ Please delete as appropriate

6. Have there been any restrictions or limitations imposed on women or sub-groups of women? If yes, please elaborate:  

__________________________________________________________  

__________________________________________________________  

Relevant Website
Gender Mainstreaming Website:

Please return the completed Checklist to the Social Welfare Department office responsible for awarding the project.
Part A – Sample of Voucher Certificate
Part B - Reimbursement Form
Part C – Form of Official Monthly Receipt

收據編號: __________

長者院舍住宿照顧服務券(院舍券)試驗計劃

院舍券持有人__年__月份收據

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<th>傳真:</th>
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院舍券持有人資料

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<th>(中文):</th>
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<th>共同付款級別:</th>
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服務費用資料

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<tr>
<th>服務費用由: _____年____月____日 至: _____年____月____日</th>
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院舍券持有人已繳付上欄指定時段內的服務費用(款項根據共同付款級別釐訂)，金額為港幣$ ________元。

認可服務機構負責職員簽署: ____________________________

認可服務機構負責職員姓名: ____________________________

簽發收據日期: ____________________________

認可服務機構蓋印
Part D – Monthly Report on 0% Co-payment Certificate

長者院舍住宿照顧服務券(院舍券)試驗計劃

院舍券持有人_____年____月份無須付款通知書

本認可服務機構(即院舍)確認以下院舍券持有人在下列時段的住宿費用資料。本院舍並沒有收取院舍券持有人在下列時段中任何的住宿費用，院舍券持有人屬共同付款金額級別0人士。有關資料如下:

<table>
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<th>認可服務機構檔號：</th>
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<tbody>
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<td></td>
</tr>
</tbody>
</table>

電話： 傳真：

院舍券持有人資料

院舍券持有人姓名(英文)： (中文)：

院舍券証明書編號： 共同付款金額級別：級別0

住宿費用資料

住宿費用由： 年 月 日 至： 年 月 日

院舍券持有人已繳金額：港幣$0 元 政府須資助全數金額：港幣$ 元

照顧補助金資料 (院舍券持有人必須經公立醫院或診所醫生評定最少有以下任何一項項目需要者，才合資格申領照顧補助金)

☐ 有領取照顧補助金，內容如下： ☐ 沒有領取照顧補助金

☐ 特別膳食項目

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☐ 尿片項目

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☐ 醫療消耗品項目

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</tr>
</tbody>
</table>

認可服務機構負責職員簽署：

認可服務機構負責職員姓名：

填寫日期：

認可服務機構盖印
Service Quality Standards (SQSs) and Criteria

(References in this Annex to “Service Unit/Agency shall mean the Recognised Service Provider)

Principle 1 : Provision of Information

The purpose and objectives of the service should be clearly defined and its mode of operations transparent for the benefit of staff, existing and potential service users, and the general community.

SQS 1 The service unit ensures that a clear description of its purpose, objectives and mode of service delivery is publicly available.

1.1 The service unit has an up-to-date handbook, information leaflet or brochure describing its purpose, objectives, target group, approach to service delivery and service entry and leaving mechanisms.

1.2 The service description is in a user-friendly language and is accessible to potential service users, staff and members of the community (depending on the nature of the service and its target service users, this may necessitate the information being available in more than one language; being in audio or visual format and/or being explained to service users on an individual basis).

1.3 Where appropriate, the service unit should circulate its service description to potential service users, staff, and relevant local services or community groups.

SQS 2 The service unit should review and update the documented policies and procedures describing how it will approach key service delivery issues.

2.1 The service unit has a mechanism to review and update its policies and procedures.

2.2 The service unit has a mechanism for obtaining service users and staff input in the process of reviewing and updating policies and procedures, as appropriate.

SQS 3 The service unit maintains accurate and current records of service operations and activities.

3.1 Accurate and current records of service operations and activities of the service unit are maintained.

3.2 Accurate and current statistical reports are produced for reporting to SWD.

3.3 Periodical statistics and reports on the service unit’s performance are accessible to the public.
**Principle 2: Service Management**

The service unit should manage its resources effectively and in a manner consistent with flexibility, innovation and continuous improvement in the quality of service delivered to service users.

**SQS 4** The roles and responsibilities of all staff, managers, the Management Committee and/or the Board or other decision-making bodies should be clearly defined.

4.1 Job description and duty statements which define roles, responsibilities and accountabilities in respect of all positions within the service unit are available.

4.2 Job description and duty statements form part of the information accessible to all staff, service users and other interested parties.

4.3 The roles, responsibilities and membership of the Management Committee and/or the Board or other decision making bodies are clearly defined and documented.

4.4 The service unit has an organisation chart which depicts its overall structure and accountability relationships.

**SQS 5** The service unit/agency implements effective staff recruitment, contracting, development, training, assessment, deployment and disciplinary practices.

5.1 The service unit/agency has policies and procedures on staff (including part-time staff) recruitment, deployment and promotion, employment contracting and disciplinary actions, and such policies and procedures are accessible to staff.

5.2 The service unit/agency has induction policy and procedures for new staff.

5.3 The service unit/agency provides on-going supervision for staff and conducts regular performance reviews/appraisals for identifying areas for performance improvement and needs for ongoing training and development.

5.4 The service unit/agency has a training policy and a plan for staff training and development.

**SQS 6** The service unit regularly plans, reviews and evaluates its own performance, and has an effective mechanism by which service users, staff and other interested parties can provide feedback on its performance.

6.1 The service unit develops and documents appropriate plans to guide its operations and provide a basis for evaluating its performance.
6.2 The service unit has policy and procedures for obtaining feedback from service users, staff and other interested parties on its performance and for responding to such feedback, and such policy and procedures are accessible to them.

6.3 Action is taken in response to performance/quality issues identified during review and evaluation processes.

**SQS 7 The service unit implements policies and procedures to ensure effective financial management.**

7.1 The service unit has procedures for developing and endorsing budgets.

7.2 The service unit has policy and procedures to manage financial resources and monitor financial performance.

7.3 The service unit has procedures to regularly consider opportunities for introducing efficiencies/containing cost.

**SQS 8 The service unit complies with all relevant legal obligations.**

8.1 The service unit is aware of all legislation which governs its operations and service delivery (including health and safety legislation, etc.).

8.2 The service unit has procedures to monitor its performance ensuring that it complies with relevant legislation and seeks legal advice if and when required.

**SQS 9 The service unit takes all reasonable steps to ensure that it provides a safe physical environment for its staff and service users.**

9.1 Fire, and other necessary safety equipment, is available and effectively maintained.

9.2 Staff and service users are made aware of procedures for responding to an emergency and fire drills are conducted on a regular basis, at least annually.

9.3 The service unit regularly reviews its immediate and broader environment to identify safety issues and ensures that appropriate strategies for managing them are developed and implemented.

9.4 A record is kept of any accidents or injuries involving staff and/or service users at the service unit and the manner of responding to such incidents.

9.5 If the service unit is involved in transporting service users, all relevant road and traffic safety precautions are taken.

9.6 The service unit ensures that any service equipment is properly maintained and, where appropriate, is used under proper supervision.
**Principle 3: Service to Users**

The service unit should identify and respond to specific service users’ needs.

SQS 10  The service unit ensures that service users have clear and accurate information about how to enter and leave the service.

10.1 The service unit has policies and procedures in relation to entering and leaving the service and they are accessible to service users, staff or other interested parties.

10.2 The entry policy is non-discriminatory and clearly identifies the target group for service delivery and the criteria for determining priority for entry.

10.3 Where an applicant is refused entry to a service, the service unit provides the applicant with reasons for the decision and, where appropriate, refers the applicant to an alternative service unit.

SQS 11  The service unit has a planned approach to assessing and meeting service users’ needs (whether the service user is an individual, family, group or community).

11.1 The service unit has policy and procedures in relation to assessing and meeting service users’ needs, and they are accessible to service users, staff or other interested parties.

11.2 Service users, relevant staff, family members or other relevant personnel are consulted and, where appropriate, their views are incorporated in all stages of the assessment and planning process.

11.3 The service unit records assessment of service users’ needs and plans as to how they will meet their needs, including goals, action identified and timeframes for achieving or reviewing plans.

11.4 Service users’ records are regularly updated to reflect changing circumstances.

**Principle 4: Respect for Service Users’ Right**

The service unit should respect the rights of the service users in all aspects of service operations and delivery.

SQS 12  The service unit respects the service users' right to make informed choices of the service they receive as far as practicable.

12.1 The service unit has policy and procedures to provide service users with timely information about operations which affect the services received by them.

12.2 The service unit has policy and procedures for providing service users with
opportunities, if appropriate, to make informed choices and decisions about the services they receive, and such policy and procedures are accessible to them.

**SQS 13** The service unit respects the service users’ rights in relation to private property.

13.1 The service unit has policy and procedures for ensuring that service users' rights in relation to private property are being respected, and the policy and procedures are accessible to service users, staff or other interested parties.

13.2 Where appropriate, the service unit provides service users with the opportunity to keep private property in a secure place, or informs service users of the risks to their personal property.

13.3 Where the service unit has any responsibilities for collecting and/or managing the service users’ money and other valuables, appropriate procedures and controls exist and are adhered to.

**SQS 14** The service unit respects the service users’ rights for privacy and confidentiality.

14.1 The service unit has policy and procedures, where practicable, for ensuring that the privacy and dignity of individual service users are being respected, and the policy and procedures are accessible to service users, staff or other interested parties.

14.2 The service unit ensures that any personal care activities which may be required are conducted, where practicable, in a manner which respects the privacy and dignity of individual service users.

14.3 The service unit has policy and procedures for ensuring that service users' rights on confidentiality are being respected, and the policy and procedures are accessible to service users, staff or other interested parties.

**SQS 15** Each service user and staff member is free to raise and have addressed, without fear of retribution, any complaints he or she may have regarding the agency or the service unit.

15.1 The service unit has policy and procedures in relation to handling complaints and they are accessible to service users, staff or other interested parties.

15.2 The service unit's procedures for handling complaints:

- include timeframes within which action will be taken in response to any complaints raised,
- identify necessary staff actions and specify who will be responsible for dealing with the complaints, and
- indicate how/when feedback will be provided to the service users.
15.3 Service users are informed of their rights to, and procedures involved in, raising complaints and having these addressed.

15.4 The service unit encourages and provides opportunities for service users to discuss service delivery issues and to freely raise any concerns they may have.

15.5 Any complaints raised and actions taken to resolve complaints are documented.

SQS 16 The service unit takes all reasonable steps to ensure that service users are free from abuse.

16.1 The service unit has policy and procedures for ensuring that service users' rights to freedom from verbal, physical and sexual abuse are being respected, and the policy and procedures are accessible to service users, staff or other interested parties.

16.2 Staff of the service unit are aware of its policy and procedures on protecting service users' rights to freedom from abuse.

16.3 Staff and service users are encouraged to raise any concerns about verbal, physical or sexual abuse and are given appropriate opportunities to do so.
**Staffing Requirement for RSP under the Pilot Scheme on Residential Care Service Voucher for the Elderly**

The Operator shall ensure that the RSP under the Pilot Scheme shall at all times during the Contract Period comply with the **minimum** staffing level as set out in **Part A** below and the training requirements for Care Workers as set out in **Part B** below.

**Part A : Minimum Staffing Requirement** (on the basis of each staff working 8 hours per day and 6 days per week)

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<th>Type of Staff</th>
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<th>15-24</th>
<th>25</th>
<th>26-34</th>
<th>35-44</th>
<th>45-50</th>
<th>51-54</th>
<th>55-64</th>
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(Note 3) Note 3
(Note 4) Note 4
(Note 5) Note 5
(Note 6) Note 6
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(Note 1) Registered nurse refers to registered nurse under the Nurse Registration Ordinance (Cap.164).

(Note 2) Enrolled nurse refers to enrolled nurse under the Nurse Registration Ordinance (Cap.164).

(Note 3) Physiotherapist/occupational therapist refer to physiotherapist/occupational therapist under the Supplementary Medical Professions Ordinance (Cap.359).

(Note 4) Health Worker refers to health worker registered under the Residential Care Homes (Elderly Persons) Regulation (Cap.459, sub. leg. A).

(Note 5) Care Worker refers to any person deployed by the Operator to render personal care to residents at the RSP.

(Note 6) Ancillary Worker refers to any person, other than a Care Worker, Health Worker or Registered Nurse/Enrolled Nurse, deployed by an Operator for performing duties including those of a cook, domestic servant, driver, gardener, watchman, welfare worker or clerk.

**Part B : Training Requirement for Care Workers**

The Operator shall ensure that its RSP shall maintain a team of Care Workers (i.e. persons deployed by the Operator to render personal care to residents at the RSP) at least 75% of whom having completed a personal care worker training course or a health worker training course provided by a training institution acceptable to the Government Representative each of a duration of not less than three full days.