

FUNDING AND SERVICE AGREEMENT¹**Small Group Home for Mildly Mentally Handicapped Children****(A) Service Definition****(1) Introduction**

The Small Group Home for Mildly Mentally Handicapped Children [SGH(MMHC)] (the Service) provides residential care service for mildly mentally handicapped children who cannot be adequately cared for by their families.

(2) Purpose and Objectives

The Service provides care in a home-like environment for mildly mentally handicapped children whose families cannot render adequate care to them, with the following objectives –

- (a) to provide substitute care for mildly mentally handicapped children in a stable and safe home-like environment for a certain period as specified in the individual welfare plan subject to regular review;
- (b) to protect and promote the health and welfare of children and nurture their personal growth and development for meeting their physical, social, emotional and intellectual needs; and
- (c) to develop their potential, self-esteem, self-care skills and the sense of responsibility.

(3) Service Nature and Contents

The Service includes but not limited to –

(3.1) Physical and personal care

- (a) small group living in a home-like environment which could facilitate individual attention, supervision and closer relationship among children;
- (b) round-the-clock care by house-parents under the supervision and guidance of social worker;
- (c) domestic assistance with day-to-day household chores within the SGH(MMHC);

¹ This Funding and Service Agreement is a sample document for reference only.

- (d) sufficient and varied food appropriate to the age and needs of the children;
- (e) appropriate and basic clothing items as well as daily necessity items; and
- (f) transport or escort service for attending activities which are appropriate to the age and needs of the children.

(3.2) **Child Development**

- (a) supervising daily activities and routines, including schooling and homework;
- (b) liaising with significant others, including schools, other organisations, the family/ guardians, and the referring social worker to ensure achievement of the individual plans;
- (c) encouraging and facilitating contacts with the children's families/ guardians, and arranging home leave to prepare them for home restoration in future; and
- (d) arranging various social and developmental activities to cultivate individuals' own aptitudes and interests.

(3.3) **Welfare Planning**

- (a) involving in the child's individual welfare plan or programme with relevant parties, through regular case discussions to update and review progress with a view to achieving the plan; and
- (b) rendering guidance/ counselling, either on an individual or group basis, to help the child cope with the underlying problems which brought about the need for substitute care.

(3.4) Clinical psychology service, including case assessment, clinical consultation and/or clinical treatment for children in need.

(3.5) Community participation, such as –

- (a) arranging a variety of social and developmental activities; and
- (b) participating in community events and activities as an integrated family group.

(3.6) Visiting Medical Practitioner Service (**Annex I**).

(4) **Target Service Users**

The target service users of SGH(MMHC) are mildly mentally handicapped children aged between 6 and 18 who cannot receive adequate care from their families.

(5) **Referrals**

Referrals are made through the Central Referral System for Rehabilitation Services (CRSRehab) administered by the Social Welfare Department (SWD).

(B) Service Performance Standards**(6) Essential Service Requirements**

The Service Operator must comply with the following essential service requirements –

- (a) the Service is operated in compliance with the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613), its subsidiary legislation and the Code of Practice for Residential Care Homes (Persons with Disabilities);
 - (b) staff are arranged to work on shifts to provide 24-hour service per day round the year;
 - (c) registered social worker, health worker and qualified clinical psychologist are the essential staff of the Service; and
 - (d) the visiting medical practitioner service must be provided by medical practitioners with qualifications recognised in Hong Kong under the Medical Registration Ordinance (Cap. 161).
- (7) The Service Operator is required to meet the service output and service outcome standards according to the Terms and Requirements of Specific Service Unit at **Annex II**.
- (8) **Service Quality Standards**

The Service Operator shall meet the requirements of the 16 Service Quality Standards.

(C) Subvention

- (9) The Service is subvented by SWD under the Lump Sum Grant (LSG) Subvention System and the basis of subvention is set out in the notification letters issued by the SWD. The Service Operator is required to observe the rules of subvention according to the latest LSG Subvention Manual, circulars, guidelines, management letters and relevant correspondence issued by the SWD. The Government will not accept any liabilities or financial implication arising from the Service other than the amount of subvention as approved by the SWD.

- (10) The amount of subvention has taken into account the personal emoluments of staff, including provident fund for employing qualified staff and other charges (covering all other relevant operating expenses such as utilities, programmes and administrative expenses, minor repairs and maintenance, incentive payment for the spouse of houseparent, employees' compensation insurance, public liability insurance, training and traveling expenses for staff, air-conditioning, VMPS, etc.) applicable to the operation of the Service. Rent, rates, Government rent and management fee in respect of the premises recognised by the SWD for delivery of the Service will be reimbursed separately on an actual cost basis.
- (11) Upon the Service Operator's acceptance of the Funding and Service Agreement (FSA), payment of subvention will be made on a monthly basis.

(D) Validity Period

- (12) This FSA is valid for a time-defined period as set out at **Annex II**. Should the Service Operator breach any terms or condition of this FSA and fail to remedy the same in such manner and within such time as shall be specified in a written notice from the SWD, the SWD may, after expiry of such notice, terminate this FSA by giving 30 days' notice in writing to the Service Operator.
- (13) Where there is any change to the service performance standards within the agreement period, the SWD will seek mutual agreement with the Service Operator and the Service Operator will be required to achieve new requirements in accordance with the specified implementation schedule.
- (14) Renewal of the FSA for the next term will be subject to the relevant considerations such as the prevailing policy directive, service needs and the performance of the Service Operator. The SWD reserves the right to reallocate the Service.
- (15) The SWD may immediately terminate the FSA upon the occurrence of any of the following events –
- (a) the Service Operator has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (b) the continued engagement of the Service Operator or the continued performance of the FSA is contrary to the interest of national security; or

- (c) the SWD reasonably believes that any of the events mentioned above is about to occur.

(E) Others

- (16) In addition to this FSA, the Service Operator shall also comply with the requirements according to the relevant Service Specifications, the Service Operator's proposals and supplementary information, if any. Where these documents are in conflicts, this FSA shall prevail.

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Annex I**Visiting Medical Practitioner Service**

The Visiting Medical Practitioner Service (VMPS) provides primary medical care and support to service users of Residential Care Homes for Persons with Disabilities (RCHDs) under the subvention of the Social Welfare Department. It also offers consultation and training to the staff and family members/care-givers of RCHDs on health care management.

Purpose and Objectives

2. Through the VMPS, the Service Operators of RCHDs will be able to establish a service network with general medical practitioners for providing regular on-site medical consultation service for improvement of general health and preventive care.

Service Nature and Contents

3. Services under the VMPS are delivered through regular visits to RCHDs by medical practitioners, which cover a range of programmes as follows –

- (a) on-site medical treatment and management of episodic illnesses and sub-acute problems of service users, including service users discharged from hospitals or under specialist care, and liaise with hospital-based services as necessary;
- (b) regular health assessment and physical check-ups of service users;
- (c) advice/assistance in maintenance of proper patient records and medical history for service users and medication storage and management;
- (d) advice on measures regarding prevention and control of infectious disease as well as environmental hygiene of RCHDs;
- (e) telephone consultation on the management of emergency situations concerning the health of service users;
- (f) training on health care, infection control, etc., to the staff of the RCHDs;
- (g) talks on health promotion, management of chronic illness, etc., for service users and their family members; and
- (h) any other services as deemed appropriate and agreed between the RCHDs and the medical practitioners concerned.

Fees and Charges

4. The VMPS, including medications for minor ailments such as common cold, influenza, etc., should be provided free of charge to all service users. The Service Operator is recommended to explore a subsidy scheme for those service users who could not afford the medications not covered by the VMPS.

Annex II**Terms and Requirements of Specific Service Unit**

Name of Service Operator : _____

Name of Service Unit : _____

(A) Validity Period

This agreement is valid from _____ to _____.

(B) Service Capacity

_____ (including _____ places for boys and _____ places for girls)

(C) Performance Standards

The Service Operator shall meet the following performance standards –

Service Output [for SGH(MMHC)]

| Service Output Standard (OS) | Service Output Indicator | Agreed Level |
|-------------------------------------|--|---------------------------------------|
| 1 | Average enrolment rate in a year | 90% |
| 2 | Rate of achieving scheduled case reviews in a year | 85% |
| 3 | Rate of achieving individual plans in a year | 90% |
| 4 | Number of group sessions or programme sessions conducted by social worker in a year | 12 (no less than 8 group sessions) |
| 5 | Number of clinical sessions conducted by clinical psychologist for case assessment / clinical consultation / treatment for service users in a year | 55 |

| | | |
|---|--|---|
| 6 | Number of in-house staff training on child protection and/or working with children with mental health or special needs in a year | 1 |
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Service Output (for Visiting Medical Practitioner Service)

| Service Output Standard (OS) | Service Output Indicator | Agreed Level |
|-------------------------------------|--|--------------------------------------|
| 7 | Number of clinical visits ^(Note 1) conducted in a year | 80 (preferably on a weekly basis) |
| 8 | Percentage of service users having received at least one health assessment in a year ^(Note 2) | 95% |
| 9 | Number of staff training on health care / infection control organised in a year | 1 |
| 10 | Number of health care talk delivered to service users and/ or their families in a year | 1 |
| 11 | Number of hygiene audits conducted for infection prevention and control in a year | 2 |

Service Outcome

| Service Outcome Standard (OC) | Service Outcome Indicator | Agreed Level |
|--------------------------------------|--|---------------------|
| 1 | Percentage of service users indicating satisfaction with the Service in a year | 80% |

Notes and Definitions

(Note 1) Clinical visits refer to the visits conducted by visiting medical practitioners to provide the range of programmes covered by the VMPS, including medical treatment and management, health assessment, advice on maintenance of patient records, medication management and environmental hygiene, staff training, health talks and hygiene audits.

(Note 2) Percentage of service users having received at least one health assessment in a year =

$$\frac{\text{Number of service users having received one or more health assessment in a year}}{\text{Total number of service users having been served in a year}} \times 100 \%$$