

FUNDING AND SERVICE AGREEMENT¹**Visiting Medical Practitioner Service for Residential Care Homes**
(Private and Self-financing Homes)**(A) Service Definition****(1) Introduction**

The Visiting Medical Practitioner Service (VMPS) for Residential Care Homes (RCHs) (the Service) provides timely on-site medical care and treatment of episodic illnesses for residents (Service Users) of all private and self-financing residential care homes for the elderly (RCHEs) and residential care homes for persons with disabilities (RCHDs) in the territory. It also offers advice and training to staff of RCHs on the management of medical condition of Service Users and infection control in RCHs.

(2) Purpose and Objectives

The Service has the following objectives –

- (a) to provide free on-site primary medical care and support to Service Users of all private and self-financing RCHEs and RCHDs;
- (b) to promote proactive management of seasonal influenza and other episodic illnesses for improvement of the general health of Service Users; and
- (c) to reduce the reliance of Service Users of RCHEs and RCHDs on the public healthcare system.

(3) Service Nature and Contents

The Service Operator shall operate the Service by setting up a VMPS Team, i.e. a pool of Registered Medical Practitioners (RMPs), on a cluster basis. Each Service Operator is to be assigned a list of RCHEs and RCHDs in a designated cluster². The Service Operator shall contact all private and self-financing RCHs, including newly established or re-provisioned RCH(s) which commence(s) operation

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

² A designated cluster means a specific boundary of the cluster as demarcated by the Social Welfare Department (SWD), which may be changed from time to time, assigned to the Service Operator for the provision of the VMPS.

during the service period³, within the designated cluster(s) for the provision of the Service. Through regular visits to all private and self-financing RCHs within the designated cluster(s) by RMPs as engaged and arranged by the Service Operator, the following services shall be provided to Service Users:

- (a) on-site medical treatment and management of episodic illness and sub-acute problems of Service Users;
- (b) regular health assessment and medical examination of Service Users;
- (c) assessment on the formulation of care plans having regard to the health conditions of Service Users, including the use of restraint, other rehabilitative or assistive devices;
- (d) advice on maintaining proper records of health conditions of Service Users, including medication records;
- (e) telephone consultation on the management of medical conditions of Service Users;
- (f) training on health care and infection control to staff of RCHs and / or Service Users; and
- (g) any other services as deemed appropriate and agreed between RCHs and RMPs.

(4) **Target Service Users and Eligibility Criteria**

The target service users of the Service are Service Users of all private and self-financing RCHs and RCHDs in the territory, including newly established or re-provisioned RCH(s) which commence(s) operation during the service period, within the designated cluster(s) for the provision of the Service. The Social Welfare Department (SWD) reserves the right to re-demarcate the boundaries of the designated cluster(s) and revise the list(s) of RCHs to be served by any Service Operator at any time during the service period. The actual number of private and self-financing RCHs and Service Users may vary at different time points, depending on the number of admission and discharge of Service Users as well as the opening and closure of RCHs.

(5) **Fees and Charges**

The VMPS, including medications prescribed for management of episodic illnesses and sub-acute problems, should be provided free of charge to all Service Users.

³ Service period means the time-defined period from 1 April 2025 to 31 March 2030 as set out in paragraph 12.

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

The Service must be provided by medical practitioners with qualifications recognised in Hong Kong and registered under the Medical Registration Ordinance (Cap. 161).

(7) Service Output and Outcome Standards

The Service Operator is required to meet the following service output and service outcome standards through delivering the specified service by the VMPS team:

Service Outputs

Service Output Standard (OS)	Service Output Indicator	Agreed Level
1	Number of visits by RMPs per private / self-financing RCH ^{Note 1} in a year	104
2	Percentage of medical examinations completed once every 12 months for each Service User as referred by RCHs in the form as agreed by the SWD ^{Note 2} in a year	100%
3	Percentage of assessment and review completed once every six months on the health conditions and care needs of Service Users in need of or being applied with restraint as referred by RCHs ^{Note 3} in a year	100%
4	Number of talks delivered by RMPs to the staff and / or Service Users on health care, infection control or maintaining proper records of health conditions of Service Users per private / self-financing RCH ^{Note 4} in a year	1
5	Percentage of telephone enquiries handled by RMPs with advice given to staff of RCHs on the management of medical conditions of Service Users in a year	100%

Service Outcome

Service Outcome Standard (OC)	Service Outcome Indicator	Agreed Level
1	Percentage of RCHs with 75% or more Service Users indicating satisfaction with the Service ^{Note 5} in a year	100%

(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 the SWD under the Lump Sum Grant (LSG) Subvention System and the basis of subvention is set out in the notification letter issued by the SWD. The Service Operator is required to observe the rules of subvention according to the prevailing LSG Subvention Manual, circulars, guidelines, management letters and relevant correspondence issued by the SWD. The Government will not accept any liabilities or financial implications 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, programme and administrative expenses, minor repairs and maintenance, employees' compensation insurance and public liability insurance, etc.) applicable to the operation of the Service and recognised fee income, if any.
- (11) Upon the Service Operator's acceptance of the Funding and Service Agreement (FSA), payment of subventions will be made on a monthly basis.

(D) Validity Period

- (12) This FSA is valid for a time-defined period. 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, and the Service Operator's proposals and supplementary information, if any. Where these documents are in conflict, this FSA shall prevail.
- (17) In the event of any dispute or difference arising out of or in connection with the FSA, the SWD and the Service Operator shall first refer to mediation in accordance with the Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time. If the said dispute or difference is not settled

by mediation, the SWD or the Service Operator may institute litigation / arbitration in respect of the said dispute or difference. The SWD and the Service Operator agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

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Key to Illustrations / Definitions

Note 1 Only RCHs having joined the Service for the whole reporting year* are to be included in the calculation of this Service Output Standard.

Under the prevailing arrangement, at least 2 visits per week or 104 visits per year should normally be provided by RMPs to each RCH in the cluster. Notwithstanding this, for better utilisation of public resources, the Service Operators may flexibly adjust the number of visits to individual RCHs making reference to their actual service demand on condition that – (1) the average number of visits to all RCHs operated in the cluster for that full year is maintained at least twice per week or 104 per year; (2) there should be proper documentation with sound justifications for RCHs not being visited at least twice per week or 104 per year; and (3) there should be an agreed mechanism / contingency plan in place when there is any change in the service demand for individual RCHs being visited less than twice per week or 104 per year, no matter prolonged or incidentally.

Note 2 The medical examination for each Service User at least once in every 12 months is counted from the last date of the medical examination conducted for the Service User.

Note 3 The assessment and review on the health conditions and care needs of all Service Users applied with restraint at least once in every six months is counted from the last date of assessment and review conducted for the Service User in respect of his / her being applied with restraint.

Note 4 Only RCHs having joined the Service for the whole reporting year* are to be included in the calculation of this Service Output Standard.

Note 5

- (a) Service Users indicating satisfaction with the Service refer to those Service Users who indicated that they are satisfied with the Service in the questionnaire as agreed by the SWD.
- (b) Only RCHs having joined the Service for the whole reporting year* are to be included in the calculation of this Service Outcome Standard.
- (c) The calculation of Percentage of Service Users of an RCH indicating satisfaction with the Service is -

$$\frac{\text{Total no. of Service Users indicated satisfaction with the Service in the questionnaire in the year}}{(\text{Total no. of Service Users served in the year}) - (\text{Total no. of Service Users who are unavailable or unable to express their views})} \times 100\%$$

- (d) Feedback of Services Users from 20% of the RCHs should be collected right after the visits by the RMP in the reporting year.
- (e) Feedback of family members or carers can be sought if Service Users are unavailable or unable to express their views.
- (f) Feasible means, such as requiring RMPs to put up a poster or name stand, or wear a badge during VMPS sessions, should be adopted to help Service Users to differentiate RMPs of the VMPS from the others as far as possible.

* Some examples of RCHs not having joined the Service for the whole reporting period include (a) new RCHs being issued with licence after 1st of April of the year; (b) RCHs have been closed before 31st of March of the year; or (c) RCHs having service suspended for 3 or more consecutive months in the year. These RCHs should not be counted in the calculation of the Service Output Standard.