

**Bought Place Scheme for
Private Residential Care Homes for Persons with Disabilities (BPS)**

Summary of Terms and Conditions of the Agreement for BPS

The Social Welfare Department (SWD) will arrange operator of residential care home for persons with disabilities¹ (RCHD) who successfully participates in the Bought Place Scheme for Private RCHDs (BPS) to sign the Agreement for BPS (hereinafter refer as the “Agreement”), and the operator of the RCHD should abide by the terms and conditions specified in the Agreement. The relevant standards for bought places under the BPS (i.e. net floor area per resident and staffing requirements), as well as the relevant content and service commitments in the application form submitted by the RCHD are the conditions that the RCHD should comply with during the valid period of the Agreement.

Summary of the terms and conditions of the Agreement is as follows:

1. The service targets of the High Level of Care (Category 1) under the BPS are the persons in mental recovery waiting for Long Stay Care Home and the moderately mentally handicapped persons waiting for Hostel for Moderately Mentally Handicapped Persons; the service targets of Medium Level of Care are persons in mental recovery waiting for Halfway House, and mentally handicapped persons / physically handicapped persons / mentally handicapped persons with visual impairment / persons in mental recovery waiting for Supported Hostel.
2. RCHD providing High Level of Care (Category 1) places under the BPS should be a licensed high care level home under the Residential Care Homes (Persons with Disabilities) Ordinance before signing the Agreement; for providing Medium Level of Care places, the RCHD should be a licensed medium care level home under the Residential Care Homes (Persons with Disabilities) Ordinance before signing the Agreement.

¹ Including private residential care homes for persons with disabilities and self-financing residential care homes for persons with disabilities operated by non-governmental organisations

3. As one of the criteria for measuring service performance, the SWD sets out the annual average occupancy rate of BPS is 95%. If the RCHD fails to meet the indicator of the annual average occupancy rate, the RCHD should provide sufficient justifications and implement improvement measures. The SWD reserves the right to determine whether to continuously purchase places from the RCHD or reduce the number of places purchased accordingly.
4. RCHD joining BPS should comply with and implement the 16 Service Quality Standards set by the SWD.
5. The SWD will arrange the members of the Service Quality Group (SQG) to visit the RCHD joining BPS without prior notice and provide opinions or make suggestions for improvement on the facilities and services provided by the RCHD. Members of SQG include persons with disabilities / family members / carers / local leaders.
6. RCHD joining BPS should receive the service of the Professional Outreaching Team for Private RCHDs, and refer the residents to receive day rehabilitation services, occupational therapy/physiotherapy, etc. according to their needs, and to adopt measures to facilitate visits by professionals (such as community nurses, social workers, etc.).
7. To strengthen the care for persons with disabilities, the government has allocated additional resources to the RCHDs joining BPS to provide soft meals to residents with swallowing problem. RCHD joining BPS should provide services in accordance with relevant terms and properly maintain and submit relevant statistical information to the SWD.
8. To ensure the effective use of resources and reduce the impact on residents and RCHD's operations arising from adjustment of places, SWD would purchase the approved number of places by phase(s) from the RCHD joining BPS and no more than 20 places would be purchased in each phase. Operator of RCHD should ensure that all reasonable measures have been taken to avoid disturbance to other non-BPS residents or the operation of RCHD for vacating places at each stage. The SWD will review the arrangements and performance of the RCHD for vacating the places and

reserve the right to decide whether to continuously purchase places from the RCHD or to reduce the number of places purchased.

9. RCHD should implement the service commitments stated in the application form and maintain clear and complete records. All records should be properly kept for the monitoring by the SWD.
10. The home fee for residents under BPS is stipulated in the Agreement, and the operator of RCHD should not adjust the home fee and charge the fee related to accommodation and care, which includes personal and nursing care and the related items and services as appropriate (except for arrangements and care items that exceed the level of care of the RCHD) during the valid period of the Agreement. Please refer to “Guide for Fee Charges” at Annex 7 for details.
11. RCHD joining BPS should admit applicants as arranged by the SWD to occupy the BPS places, and comply with the general referral procedures of the Central Referral System for Rehabilitation Services of the SWD, including the workflow of the referral procedures and the procedures for case admissions.
12. Residents who have occupied the bought places, unless voluntarily leave the RCHD or the operator has submitted application with sufficient justifications in writing to SWD, and has the written consent of the SWD, otherwise, the RCHD joining BPS should not refuse or suspend to provide accommodation and care services to any persons referred by the SWD for admission.
13. The operator should safeguard the conditions of employment for low-skilled workers, and through deliberations with staff to maintain reasonable working hours and comply with the requirement of statutory minimum wage.
14. If the operator who intends to relocate, close, or change the name of the RCHD / business legal status / director or partners, cessation, reduction, discontinuation, modification or expansion of scale, category, type or scope, etc. of the accommodation and care business provided for persons with disabilities in the RCHD, should notify the SWD in writing at least 3 months before the implementation of the plan. The SWD reserves the right to

decide whether to continuously purchase places from the RCHD accordingly.

15. During the continuance of the Agreement, either the SWD or the operator of the RCHD may terminate the Agreement by giving the other three month's prior written notice of such termination.
16. The operator of RCHD joining BPS may apply to the SWD in writing for renewal of contract in two to three months before the expiry of the Agreement. The SWD will review the service performance and operation of the RCHD and reserves the right to decide whether to renew the contract with the RCHD.
17. If the RCHD joining BPS violates any term or condition of the Agreement, it should make improvements in the manner and time specified in the notice of SWD, during which the SWD reserves the right to decide whether to suspend the referral of applicant to the RCHD for admission to brought place. If the RCHD finally fails to make improvements according to the manner and time specified in the notice of SWD, the SWD may immediately terminate the Agreement with the RCHD upon the expiry of the time period specified in the notice of SWD.
18. To strengthen the monitoring of the operation of private RCHDs and encourage them to improve service quality, the SWD has strengthened and enhanced the monitoring measures. For the RCHDs fail to comply with the terms of the Agreement or the items of related guidelines, depending on the severity of the irregularities, advisory letters, requirement notices or warning notices would be issued to the RCHD to improve or rectify the non-compliance items of the Agreement or the related guidelines.
19. If the RCHD joining BPS continuously attains unsatisfactory service performance or has committed any offence under the Residential Care Homes (Persons with Disabilities) Ordinance (Chapter 613, Laws of Hong Kong) and/or the Residential Care Homes (Persons with Disabilities) Regulation (Cap. 613, sub. leg. A, Laws of Hong Kong), or any other offence directly related to operating a RCHD and is convicted, the SWD has the right to take measures to reduce the number of bought places of the RCHD, or even terminate the BPS in advance.

20. Notwithstanding anything in the application documents and related terms to the contrary, the Government reserves the right to disqualify an Applicant/Organisation on the grounds that the Applicant/Organisation has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

21. If any of the following situations occur, the Government may immediately terminate the Contract 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 service operator is contrary to the interest of national security;
 - or (c) The Government reasonably believes that any of the events mentioned above is about to occur.

Rehabilitation and Medical Social Services Branch
Social Welfare Department
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