# Funding and Service Agreement<sup>1</sup>

# <u>Day Care Service for Persons with Severe Disabilities</u> Attached to Care and Attention Home for Severely Disabled Persons

This is a supplementary FSA of Day Care Service for Persons with Severe Disabilities attached to Care and Attention Home for Severely Disabled Persons. It should be applied together with the Funding and Service Agreement of the related service.

#### I. Service Definition

#### Introduction

1. Day Care Service for Persons with Severe Disabilities (DC/SD) has been provided at Care and Attention Home for Severely Disabled Persons (C&A/SD) on a time-limited community support project basis since 2002. The service demand has been established. To achieve synergy effect of service for persons with severe disabilities and to fully utilize the existing resources, non-governmental organisations (NGOs) operating C&A/SD were invited to provide DC/SD under lump sum grant.

#### **Purpose and Objective**

2. The objective of DC/SD is to promote care in the community by strengthening family through provision of regular day care including nursing, rehabilitation, social and personal care services so as to enhance opportunities of persons with severe disabilities to continue living in the community.

#### **Nature of Service**

- 3. The services provided by DC/SD include:
  - (a) day care including meal;
  - (b) nursing care and intensive personal care including assistance with activities of daily living;
  - (c) maintenance programmes on basic living skills; and
  - (d) regular activities to meet service users' social and recreational needs, and to

<sup>&</sup>lt;sup>1</sup> This Funding and Service Agreement is a sample document for reference only.

enable them to maintain contact with the community.

## **Target Group**

4. Persons with severe intellectual disability or severe physical disability aged 15 to 59.

## **Eligibility Criteria**

- 5. To be eligible for DC/SD, an applicant should be:
  - (a) persons with severe intellectual disability / severe physical disability;
  - (b) aged between 15 to 59;
  - (c) disability level should be equivalent to those eligible for C&A/SD or Hostel for Severely Physically Handicapped Persons;
  - (d) not bed-ridden or requiring infirmary care;
  - (e) without severe aggressive behaviour endangering self and others;
  - (f) without infectious disease;
  - (g) in need of day care service; and
  - (h) priority to be given to those without waitlisting for residential care services.

## **Service Capacity**

6. The capacity of DC/SD is 5 places per day.

#### **Referral Procedure**

7. Referrals can be made by social workers to the C&A/SD direct.

## II. Performance Standards

8. The service operator shall meet the following performance standards:

#### **Outputs**

Output		
<b>Standard</b>	Output Indicators	Agreed Level
1	Average monthly occupancy rate(Note 1) within a	90%
	vear	

2 Rate of reviewing care plan<sup>(Note 2)</sup> in a period of 6 100% months

(Notes and Definitions attached at this Agreement.)

## **Essential Service Requirement**

9. Operating hours from 9:00 am to 5:00 pm, Monday to Friday

#### Quality

10. The service operator shall meet the requirements of the 16 Service Quality Standards (SQSs).

## III. Obligations of SWD to Service Operator

11. The SWD will undertake the duties set out in the General Obligations of SWD to service operator as specified in the FSA Generic Section.

#### IV. Basis of Subvention

12. The basis of subvention is set out in the offer and notification letter issued by SWD to the service operator.

## **Funding**

- 13. An annual subvention will be allocated on a Lump Sum Grant (LSG) mode to the service operator for a time-defined period. This lump sum has taken into account Personal Emoluments, including provident fund for employing qualified professionals and supporting staff, and other charges (covering all other relevant operating expenses including employees' compensation insurance and public liability insurance) applicable to the operation of the service and recognized fee income, if any.
- 14. In receiving the LSG, the service operator is accorded flexibility in the use of the grant but required to observe the guidelines set out in the latest LSG Manual and the LSG Circulars in force on the use of subventions. The LSG will be subject

to adjustments including salary adjustment in line with civil service pay adjustment and other charges in line with government-wide price adjustment factor. The Government will not accept any liabilities or financial implication arising from the project beyond the approved funding.

#### Payment Arrangement, Internal Control and Financial Reporting Requirements

- 15. Upon the acceptance of the Funding and Service Agreement (FSA), payment of the LSG subventions will be made on monthly basis.
- 16. The service operator is responsible for maintaining an effective and sound financial management system, including budget planning, projection, accounting, internal control system and auditing. It should maintain proper books and records and supporting documents on income and expenditure relating to the project and make them available for inspection by the Government representative.
- 17. The service operator shall submit annual financial report (AFR) and statements reviewed by a certified public accountant registered under the Professional Accountants Ordinance (Cap 50) in accordance with the requirements as stipulated in the latest LSG Manual and LSG Circulars in force. The AFR should be prepared on cash basis and non-cash items like depreciation, staff leave accrual etc. should not be included in the AFR.

#### V. Validity Period

- 18. This FSA is valid for a time-defined period. Should the service operator be in breach of any terms of condition of the Agreement and fail to remedy the same in such manner and within such time as shall be specified in a written notice from SWD that the same be remedied, SWD may after expiry of such notice, terminate this Agreement by giving 30 days' notice in writing to the service operator.
- 19. Whether there is any change to the performance measurements within the agreement period, 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.

20. Continuation of service for the next term will be subject to assessment on the need for the service and performance of the service operator. SWD reserves the right to reallocate the project.

## VI. Other References

21. Apart from this FSA, the service operator shall also comply with supplementary information, if any. When these documents are in conflict, this FSA shall prevail. The service operator's compliance with all these documents will be closely monitored by SWD.

## **Notes and Definitions**

# 1. Average monthly occupancy rate within a year =

Total number of service users counted by head per day for the 12-month period

Total number of capacity in a month for the 12-month period x 100%

## 2. Rate of reviewing care plan in a period of 6 months =

Total number of care plans completed reviewing in the 6-month period

Total number of care plans due for review in the 6-month period x 100%