

Funding and Service Agreement¹

On the Job Training Programme for People with Disabilities

I. Service Definition

1. On the Job Training Programme for People with Disabilities (the Programme) provides support to persons with disabilities in securing and sustaining open employment. It strengthens the capability of the persons with disabilities in sustaining open employment through a series of tailor-made training efforts including job attachment and job trial, and encourages employers to offer job opportunities for persons with disabilities. It is a welfare-oriented service without an employer/employee relationship between the Service Operator and participants of the Programme.

Purpose and objectives

2. The objectives of the Programme are as follows:
- To enhance the employment of persons with disabilities through proactive training, market driven and placement-tied approach, overcoming disabled job seekers' barriers to work; and
 - To provide incentives to encourage employers, especially those who had no previous experience in employing persons with disabilities, to offer job vacancies to try out the working capability of persons with disabilities.

Nature of the service

3. Each participant will receive an individual service plan comprising a combination of services including job-related training/counselling, job attachment, job trial and post-placement service.

(a) Training/Counselling

To provide job-related training and counseling so as to enable and equip the participant to secure open employment.

(b) Job Attachment

To arrange for not more than three months Job Attachment for each participant to help cultivate their working habits and gain skills required by

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

employers in a real working environment.

(c) Job Trial

To arrange for not more than six months Job Trial with wage subsidy to the employer for each participant ^(Note 1). Job Trial is mainly designed for those participants who encounter difficulties to secure a job in the open market after job attachment. It may be skipped if the participant could secure an employment after Job Attachment.

(d) Post-placement Service

To provide no less than six months of Post-placement Service to help each participant settle in the job. The service begins when the participant has successfully secured a job.

(e) Discharge

A participant is assessed to have successfully completed the Programme if he/she remains to be gainfully employed after the 6-month Post-placement service period. If a participant has attended the Programme for over 12 months after admission and still cannot find a job, the Service Operator should carefully assess the appropriateness of this participant to remain in the Programme.

Target group and eligibility criteria

4. The target participants of the Programme are persons with disabilities who are in need of support and assistance in securing a job in the open market. The Service Operator shall recruit participants directly.

5. To be eligible for the Programme, an applicant should be:

- aged 15 and above who is capable of self-care; and
- not receiving sheltered workshop, supported employment, integrated vocational rehabilitation services centre nor integrated vocational training centre services after admission to the Programme.

6. Eligible applicant is required to sign an undertaking declaring that he/she has not joined the Programme or the Sunnyway – On the Job Training Programme for Young People with Disabilities before and would not register with another Service Operator for the same Programme.

II. Performance Standards

7. The Service Operator shall meet the following performance standards:

Output Standards

<i>Output Standard</i>	<i>Output Indicator</i>	<i>Agreed Level</i>
1	Number of new participants served ^(Note 2) per year	18
2	Total number of open employment ^(Note 3) cases per year	5

Outcome Standards

<i>Outcome Standard</i>	<i>Outcome indicator</i>	<i>Agreed Level</i>
1	Participants' satisfaction rate ^(Note 4) on service provided by the Service Operator	80%
2	Job attachment providers' satisfaction rate ^(Note 5) on service provided by the Service Operator	80%
3	Job trial providers' satisfaction rate ^(Note 6) on service provided by the Service Operator	80%

Quality

8. The Service Operator shall meet the requirements of the 16 Service Quality Standards (SQSs).

III. Obligations of SWD to the Service Operator

9. SWD will undertake the duties set out in the General Obligations of SWD to the Service Operator as specified in the FSA Generic Section.

IV. Basis of Subvention

10. The basis of subvention is set out in the offer and notification letters issued by SWD to the Service Operator.

Funding

11. 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 the personal emoluments, including provident fund for employing professional 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 project and recognised fee income, if any.

12. 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 adjustments 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.

13. In addition, the Service Operator should comply with the following fee charging principles -

- (a) the fee-charging items are to meet the individual/special needs of service users and are outside the scope of general services/basic facilities;
- (b) alternatives for the fee-charging items should be provided/ explored for service users;
- (c) the affordability of service users in paying for the fee-charging items should be assessed;
- (d) the fees should be charged on a cost-recovery basis;
- (e) information containing all fees and the channels for making enquiries/ complaints about the fees and charges should be clearly displayed as appropriate; and
- (f) consultation and regular review with service users and their family members on the arrangement of the fee-charging items should be conducted as appropriate.

Payment Arrangement, Internal Control and Financial Reporting Requirements

14. Upon the acceptance of the Funding and Service Agreement (FSA), payment of the LSG subventions will be made on a monthly basis.

15. 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.

16. The Service Operator has to submit Annual Financial Report (AFR) as

reviewed and the annual financial statements of the NGO as a whole as audited by a certified public accountant holding a practicing certificate as defined in the Professional Accountants Ordinance (Chapter 50) and signed by two authorised representatives of the NGO, i.e. Chairperson/ NGO Head/ Head of Social Welfare Services in accordance with the requirements as stipulated in the latest LSG Manual. The AFR should be prepared on a cash basis and non-cash items such as depreciation, staff leave accrual etc. should not be included in the AFR.

V. Validity Period

17. 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.

18. Where there is any change to the performance standards 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.

19. Continuation of service 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. SWD reserves the right to reallocate the project.

VI. Other References

20. Apart from this FSA, the Service Operator should also comply with the requirements / commitments set out in the respective Service Specification, and the Service Operator's proposals and supplementary information, if any. Where 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. Participants under Job Trial shall enjoy the employee status to whom they have been employed and are entitled to the normal employment benefits as defined under the Employment Ordinance.
2. **New participants served** refers to those service users newly enrolled in the Programme.
3. **Open employment** refers to those participants who have settled in open employment for six months, including job trial period, with the minimum monthly salary over \$1,500.
4. **Participants' satisfaction on service provided by Service Operator** refers to the outcome of survey/questionnaire conducted by the Service Operator to collect views from participants on the services provided by the Service Operator. The **rate** is calculated by the following formula:

The number of respondents indicating satisfaction on the services provided by the Service Operator ÷ Total number of respondents completing the survey within one year x 100 %.

5. **Job attachment providers' satisfaction on service provided by Service Operator** refers to the outcome of survey/questionnaire conducted by the Service Operator to collect views from job attachment providers on the services provided by the Service Operator. The **rate** is calculated by the following formula:

The number of respondents indicating satisfaction on the services provided by the Service Operator ÷ Total number of respondents completing the survey within one year x 100 %.

6. **Job trial providers' satisfaction on service provided by Service Operator** refers to the outcome of survey/questionnaire conducted by the Service Operator to collect views from job trial providers on the services provided by the Service Operator. The **rate** is calculated by the following formula:

The number of respondents indicating satisfaction on the services provided by the Service Operator ÷ Total number of respondents completing the survey within one year x 100 %.