

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

### **Visiting Medical Practitioner Service for Residential Care Homes (Private and Self-financing Homes)**

#### **I Service Definition**

##### **Introduction**

1. 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 the residents 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 RCHs' staff on the acute medical condition of the residents (Service Users) and health care management.

##### **Purpose and Objectives**

2. The objectives of the Service are:
- (a) to provide free on-site primary medical care and support to the residents 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 the residents; and
  - (c) to reduce the reliance of the residents of RCHEs and RCHDs on the public healthcare system.

##### **Nature of Service**

3. The Service Operator shall operate the Service by setting up the 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 cluster<sup>2</sup>.

4. The Service Operator shall contact all private and self-financing RCHs,

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

<sup>2</sup> 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 VMPS.

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. 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 free of charge:

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

### **Target Group**

5. The target group of the VMPS is the residents of all private and self-financing RCHEs 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 residents as well as the opening and closure of RCHs.

### **Fees**

6. The Service Operator shall not charge Service Users or RCHs any fees for providing the Service, including medications prescribed to Service Users for management of episodic illnesses and sub-acute problems.

## II Performance Standards

7. The Service Operator shall meet the following performance standards through delivering the specified services by the VMPS Team:

### Outputs

<u>Output Standard</u>	<u>Output Indicator</u>	<u>Agreed Level</u>
1	Number (No.) of visits by RMPs per private/ self-financing RCH <sup>Note 1</sup>	104 visits in a year
2	Percentage of medical examinations completed once every 12 months for each Service User as referred by the RCHs in a form as agreed by SWD <sup>Note 2</sup>	100% within a year
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 the RCHs <sup>Note 3</sup>	100% within a year
4	No. of talks delivered by the RMPs to the staff and/or Service Users on health care and/or infection control per private/ self-financing RCH <sup>Note 4</sup>	1 talk in a year

### Outcomes

<u>Outcome Standard</u>	<u>Outcome Indicator</u>	<u>Agreed Level</u>
1	Percentage of RCHs with 75% or more Service Users being satisfied with the Service <sup>Note 5</sup>	100% within a year
2	Percentage of RCHs being satisfied with the Service <sup>Note 6</sup>  (Please refer to Key to Illustration/ Definitions attached at the end of this Agreement)	80% within a year

**Essential Service Requirements**

8. The RMPs engaged in the Service shall possess qualifications recognised in Hong Kong and registered under the Medical Registration Ordinance (Cap. 161).

**Quality**

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

**III Obligations of SWD to the Service Operator**

10. SWD will undertake the duties set out in the General Obligations of SWD to the Service Operators as specified in the Funding and Service Agreement (FSA) Generic Sections.

11. In addition, SWD will meet the following service-specific standard of performance. The actual performance of the Department in relation to these obligations is expected to affect the ability of the Service Operator to meet its required standards of performance:

- to timely update the Service Operator on the newly established or re-provisioned RCH(s) which commence(s) operation in the designated cluster during the service period and/or a revised list of RCHs arising from re-demarcation of the boundaries of the cluster.

**IV Basis of Subvention**

12. The basis of subvention is set out in the notification letter issued by SWD to the Service Operator.

**Funding**

13. An annual subvention will be allocated in the Lump Sum Grant (LSG) mode to the Service Operator for a time-defined period. 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, LSG Circulars, management letters and correspondence in force as issued by SWD on subvention policies and procedures. The LSG for this Service will be subject to adjustment for Other Charges in line with

the price adjustment factor, currently the Composite Consumer Price Index. The Government will not accept any liabilities or financial implication arising from the provision of the Service beyond the approved funding.

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

14. Upon the Service Operator's acceptance of the 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 and auditing. It should maintain proper books and records and supporting documents on income and expenditure relating to the Service and make them available for inspection by the Government representative(s).

16. The Service Operator shall submit Annual Financial Report (AFR) as reviewed and the annual financial statements of the non-governmental organisation (NGO) as a whole as audited by a certified public accountant holding a practicing certificate as defined in the Professional Accountants Ordinance (Cap. 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 FSA 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 FSA 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 the 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 Service.

**VI Other References**

20. Apart from this FSA, the Service Operator should also comply with the requirements/ commitments set out in the Service Specifications, and the Service Operator's Proposal and its clarification or 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.

**Key Illustrations/ Definitions**

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

**Note 2** The medical examination for each Service User at least once in every 12 months is counted from the latest 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 latest assessment and review conducted for the Service User on the use of restraint.

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

**Note 5** (a) Service Users being satisfied with the Service refer to those Service Users who indicated that they are satisfied with the Service in a questionnaire as agreed by SWD.

(b) Only Service Users of the RCHs joining the Service for the whole reporting year are to be included in the calculation of this Outcome Standard.

(c) The calculation of Percentage of Service Users of an RCH being satisfied with the Service is

$$\frac{\text{No. of Service Users indicated in the questionnaires that they were satisfied with the Service in the year}}{(\text{No. of Service Users served in the year}) - (\text{No. of Service Users who are unavailable or unable to express their views})} \times 100\%$$

**Note 6** (a) Private and self-financing RCHs being satisfied with the Service refer to those RCHs who indicated that they are satisfied with the Service in a questionnaire as agreed by SWD.

(b) Only RCHs joining the Service for the whole reporting year are to be included in the calculation of this Outcome Standard.

(c) The calculation of Percentage of Private/ Self-financing RCHs being satisfied with the Service is

$$\frac{\text{No. of RCHs indicated in the questionnaires that they were being satisfied with the Service in the year}}{(\text{No. of RCHs joining the Service for the whole reporting year})} \times 100\%$$