

FUNDING AND SERVICE AGREEMENT¹**Agency-based Enhancement of Professional Staff Support Services
in Residential Care Homes****(A) Service Definition****(1) Introduction**

Agency-based Enhancement of Professional Staff Support Services (ABPSS) [the Service] provide additional social work services and clinical psychological support services to better meet the special needs of the children and youth in the care of Residential Care Homes² (RCHs) and to identify their problems promptly for early intervention.

(2) Purpose and Objectives

The Service provides enhanced social work services and clinical psychological support services to the target service users with the following objectives–

- (a) to provide specially designed group activities or social and recreational activities to address the special needs of the children and youth in care and/or their parents/carers;
- (b) to provide professional advice, consultation and training to home staff in RCHs regarding management of the children and youth in care; and
- (c) to provide clinical assessments/consultations/treatments to facilitate cognitive, emotional and behavioural development of the children and youth in care on a one-off/short-term basis or during the period of awaiting long-term clinical psychological service.

(3) Service Nature and Contents

The Service includes but not limited to –

- (a) clinical/intellectual assessments;
- (b) clinical consultations/treatments;
- (c) education for the parents/carers of the children and youth in care;
- (d) training for home staff;
- (e) group activities in addressing the special needs of the children and

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

² Residential Care Homes comprise Small Group Homes, Residential Child Care Centres, Children's Reception Centre, Children's Homes, Boys'/Girls' Homes and Boys'/Girls' Hostels.

- (f) youth in care and/or their parents/carers; and
social and recreational activities in addressing the special needs of the children and youth in care and/or their parents/carers.

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

The target service users of the Service are children and youth under the care of RCHs with special needs such as learning difficulties, attention deficit, hyperactivity disorder, autism and speech impairment, developmental delay, etc. as well as their parents/carers.

(B) **Service Performance Standards**

(5) **Essential Service Requirements**

Qualified clinical psychologist and registered social worker³ are the essential staff of ABPSS.

(6) **Service Output and Outcome Standards**

The Service Operator is required to meet the following performance standards:

Service Output

| <u>Service Output Standard (OS)</u> | Service Output Indicator | Agreed Level |
|--|---|---------------------|
| 1 | Number of group activities ^(Note 1) or social and recreational activities ^(Note 2) conducted and completed by social worker in a year | 6 |

³ Registered social worker refers to the definition governed by the Social Workers Registration Ordinance (Chapter 505).

| | | |
|---|---|----|
| 2 | Number of sessions provided by clinical psychologist for case assessment ^(Note 3) /intellectual assessment ^(Note 4) /clinical consultation ^(Note 5) /clinical treatment ^(Note 6) /training for staff/parents/carers ^(Note 7) on a one-off/short-term basis or during the period of awaiting long-term clinical psychological service in a year | 49 |
|---|---|----|

Service Outcome

| Service Outcome Standard (OC) | Service Outcome Indicator | Agreed Level |
|-------------------------------|--|--------------|
| 1 | Percentage of service users being satisfied with ABPSS ^(Note 8) in a year | 75% |

(7) Service Quality Standards

The Service Operator shall meet the requirements of the 16 Service Quality Standards.

(C) Subvention

- (8) 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.
- (9) 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.
- (10) 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

- (11) 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.
- (12) 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.
- (13) 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.
- (14) 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

- (15) 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.
- (16) 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.

Notes and Definitions

- (Note 1) **Group activities** refer to groups and programmes arranged in line with “nature of service” and with staff input, planned objective(s), programme contents, evaluation and documentation. Group activities are not counted by number of sessions.
- (Note 2) **Social and recreational activities** refer to programmes arranged in line with “nature of service” and with staff input, planned objective(s), programme contents, evaluation and documentation. Social and recreational activities are not counted by number of sessions.
- (Note 3) **Case assessment** refers to the following:
- (a) Diagnostic evaluation and recommendations in order to facilitate formulation of appropriate and realistic treatment plans through clinical interviews and/or psychological testing; and
 - (b) Intake interview for initial assessment of the case for the purpose of determining the nature of the problem, urgency of the need, motivation of the clients for therapy and suitability of clients for group treatment and/or case consultation service.
- (Note 4) **Intellectual assessment** refers to using established intelligence and adaptive functioning tests to assess the client’s intellectual and adaptive functioning so as to determine the severity of his/her intellectual disability for placement in rehabilitation and vocational programmes and/or other purposes. Each client should be counted as one intellectual assessment.
- (Note 5) **Clinical consultation** refers to the offer of advice and demonstration regarding planning and implementation of individual or group treatment programmes.
- (Note 6) **Clinical treatment** includes both individual (one-to-one basis) and group (ranged from 2 to 10 clients) sessions. It is direct hands-on treatment with the application of specific and purposeful activities/methods to maintain, develop, and improve the behavioural management and cognitive functioning of clients. Each clinical intervention session should last not less than 30 minutes excluding preparation time and follow-up work; and should not be cumulative in calculation.
- (Note 7) **Training for staff/parents/carers** refers to workshops/seminars/talks with specialised topic or theme conducted. Each training session should last not less than one-and-a-half hours. A whole day training event is recognised as 2 sessions in calculation.
- (Note 8) (i) **Service users** refer to children under the care of RCHs with special needs such as learning difficulties, attention deficit, hyperactivity

disorder, autism and speech impairment, developmental delay, etc. as well as their parents/carers, who have used ABPSS.

- (ii) **Percentage of service users being satisfied with ABPSS** is measured through the designated questionnaire provided by the Service Operator as agreed by the SWD, including a question asking whether the service users are satisfied with the ABPSS. For children of young age or having been regarded as mentally incompetent who are unable to fill the questionnaire, their parents/carers/guardians can be invited to complete the questionnaire.

The calculation of **percentage** of service users being satisfied with ABPSS is :

$$\frac{\text{No. of completed questionnaires indicating that the service users are satisfied with ABPSS}}{\text{Total no. of designated questionnaires completed by the service users during the period}} \times 100\%$$