

FUNDING AND SERVICE AGREEMENT¹

Service for Abused Women - Refuge Centre for Women

(A) Service Definition

(1) Introduction

A Refuge Centre for Women (the Service) provides temporary accommodation service for women with or without children who are having serious personal or family problems or in danger of family violence.

(2) Purpose and Objectives

The Service provides protection and short-term accommodation to the residents during an acute period so that they can be free from violence or family crisis with the following objectives –

- (a) to provide a safe place for the residents to redress their emotions and feelings, overcome the traumatic experiences, rebuild self-confidence, learn coping skills, and address other issues relating to family violence, sexual violence or other crisis including personal / family problems through individual and group counselling, therapeutic and educational programmes, etc.;
- (b) to help the residents learn the ways to protect themselves and their children; and
- (c) to promote harmonious family relationship and prevent family violence through community education.

(3) Service Nature and Contents

The facilities of the Service includes dormitory, sitting / dining room, pantry / kitchen, toilet, shower and laundry.

The Service includes but not limited to –

- (a) temporary accommodation (usually 2 weeks and the maximum period of stay can be extended to 3 months for exceptional cases);
- (b) 24-hour hotline service to conduct intake of suitable cases and to provide

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

- immediate counselling / consultation and necessary information to callers;
- (c) counselling, either on individual basis or group basis, to help the residents cope with their stress and emotional problems, and to work out their future plan;
 - (d) social / training programmes and support groups to enhance the residents' life coping skills in protecting themselves against violence, rebuilding their self-confidence and self-reliance;
 - (e) special programmes to help the residents learn about family violence and to connect them with community resources;
 - (f) referrals for appropriate welfare services;
 - (g) mutual help and self-help groups to enhance resilience and coping skills of the residents and ex-residents;
 - (h) after-care service to help the discharged residents to integrate into the community;
 - (i) child care assistance service; and
 - (j) other innovative and valued-added services as committed in the proposal submitted by the Service Operator.

(4) Target Service Users and Eligibility Criteria

The target service users of the Service are people who are –

- (a) women victims of family violence and sexual violence;
- (b) women suffer from domestic violence or family crisis;
- (c) young girls over the age of 13 who are abused or sexually harassed, emotionally disturbed as a result of serious conflict with their families, or whose parents / guardians have passed away or hospitalized and who are not admitted to residential service for children for whatever reasons;
- (d) children, including boys below the specific age², who are brought along by their mothers in need of admission to the Service;
- (e) special needy cases (as a general principle, residents should be capable of self-care or accompanied by appropriate caretaker); and
- (f) disabled cases meeting the criteria set out in (a)-(e) above.

(5) Capacity

Please refer to the **Annex** for the capacity.

(B) Service Performance Standards

(6) Essential Service Requirements

² The Service admits boys below the age of 12 or 18 subjects to their conditions.

The Service Operator must comply with the following essential service requirements–

- (a) 24-hour admission and round-the-clock operation, with at least two staffs present at all times and at least two on-call social workers with duty roster available for rendering immediate social work intervention;
- (b) staffing requirement includes registered social worker;
- (c) social workers to be on duty from 9:00 a.m. to 10:00 p.m. from Monday to Friday (including public holidays), and from 9:00 a.m. to 5:00 p.m. on Saturday and Sunday (including public holidays); and
- (d) for safety of the service users, the address of the refuge centre is strictly kept confidential.

(7) Service Output and Outcome Standards

The Service Operator is required to meet the service output and service outcome standards as well as value-added items (if applicable) according to the Terms and Requirements of Specific Service Unit at **Annex**.

(8) Service Quality Standards

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

(C) Subvention

- (9) The Service is subvented by the Social Welfare Department (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.
- (10) 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. Rent and rates in respect of the premises recognised by the SWD for delivery of the Service will be reimbursed separately on an actual cost basis.

- (11) 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

- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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

- (16) 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.
- (17) 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.

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Annex

Service for Abused Women - Refuge Centre for Women**(A) Service Capacity**

A capacity ranging from 36 to 73 places. As far as fire and safety conditions permit, the Service Operator should exercise its flexibility to admit more cases whenever necessary.

(B) Service Performance StandardsService Output

Service Output Standard (OS)	Service Output Indicator	Agreed Level
1	Number of cases served in a year ^(Note 1)	90
2	Average rate of occupancy in a year ^(Note 2)	80%
3	Number of therapeutic groups for the abused women in a year	8
4	Number of therapeutic groups for children in a year	6
5	Percentage of cases with three contacts (including home visit, interview or telephone contact) within three months after discharge in a year ^(Note 3)	70%
6	Number of programmes, including social / developmental / training programmes conducted for discharged residents in a year	6
7	Number of discharged residents recruited as volunteers in a year	20
8	Number of children in person-time received child care assistance service in a year ^(Note 4)	1 000

Service Outcome

Service Outcome Standard (OC)	Service Outcome Indicator ^(Note 5)	Agreed Level
1	Percentage of clients who have acquired basic skills in protecting and planning for themselves and their children when the case is discharged in a year	85%
2	User satisfaction rate in a year	90%

Notes and Definitions**(Note 1) Number of cases served in a year**

= No. of cases as at 1st April of the year + No. of new / re-admitted cases in the year

(Note 2) Average rate of occupancy within a year

$$= \frac{\text{Sum of daily enrolment during the year}}{\text{Capacity} \times \text{No. of operating days in the year}} \times 100\%$$

(Note 3) Cases refer to those discharged residents who are willing to receive follow-up contact by the staff of the Refuge Centre.

(Note 4) Child care assistance service includes, but not limited to the assistance, escort and support services provided by the staff of the Refuge Centre to help relieve the residents from child care burden as deemed necessary. A day is divided into 4 sessions (8 am to before noon; noon to before 4 pm; 4 pm to before 8 pm; and beyond 8 pm). The total number of children who receives the service within each session is counted regardless of the number of service hours received by each child in each session. If and when a child has received continual service starting from one session and ending at the subsequent session, 2 person-times can be counted on the condition that this child has been provided service for more than 3 hours.

(Note 5) Service Outcome Standards 1 and 2 are measured by questionnaire or assessment tool designed by the Service Operator as agreed by the SWD.