

FUNDING AND SERVICE AGREEMENT¹**Residential Child Care Centre****(A) Service Definition****(1) Introduction**

Residential Child Care Centre [the Service] provides temporary residential care for children from birth to under the age of six years old who cannot receive adequate care from their families due to various family problems or crises. Residential care and social, educational and developmental activities are provided/ arranged in the Service so that children's need and development can be properly attended to.

(2) Purpose and Objectives

The Service provides temporary care to children in urgent need of residential placement, until they can return to their families or a long-term alternative living arrangement is achieved. The objectives of the Service are as follows –

- (a) to provide a programme of substitute residential care for children in a stable and safe living environment for a limited period of time;
- (b) to protect and promote the welfare of children and nurture their overall growth and development, including their physical, social, emotional and intellectual needs; and
- (c) to encourage the development of social skills, good sense of responsibility, self-esteem and self-care of the children in care.

(3) Service Nature and Contents

The Service should meet the holistic and individual needs of Service Users by providing a well-planned and coordinated range of services facilitating their social and physical development. The range of services includes but not limited to –

- (a) Physical and basic care, including –
 - (i) provision of accommodation in the form of small group living within the available resources of the home to provide privacy and facilitate individual attention, supervision and closer relationship among residents and

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

- with the residential workers;
 - (ii) 24-hour care;
 - (iii) provision of sufficient and varied food appropriate to the age and needs of the children;
 - (iv) arranging appropriate and basic clothing items; and
 - (v) arranging or escorting children to activities or functions appropriate to their age and needs.
- (b) Services meeting individual needs, including –
 - (i) supervising daily activities and routines, including schooling and homework;
 - (ii) liaising with significant others involved in children's placement, including schools, other organisations, the families/ guardians/ family members and the referring organisations or workers for the children's welfare; and
 - (iii) encouraging and facilitating contacts by families/ guardians/ family members, and working closely with the referring organisations for home restoration or transfer of placement.
- (c) Welfare planning and counselling, including –
 - (i) development and review of individual welfare plans, in conjunction with the referring workers and relevant others involved in the children's placement, through constant case discussions or review meetings;
 - (ii) counselling on the children's emotional and behavioural difficulties; and
 - (iii) Programs and support to meet children's developmental needs.
- (d) Social, educational and developmental activities, including –
 - (i) arranging a variety of age-appropriate social, educational and developmental activities, and developing social skills; and
 - (ii) providing the opportunities to cultivate children's multiple-intelligence and interests.
- (e) Arranging Visiting Medical Practitioner (VMP) Service as follows –
 - (i) on-site medical treatment and management of episodic illness and sub-acute problems of the children, including children discharged from hospitals or under specialist care, and liaison with hospital-based services as necessary;
 - (ii) regular health assessment and physical checkups of the children;

- (iii) advice/ assistance in maintenance of proper patient records and medical history for the children and drug storage and management;
 - (iv) advice on measures regarding prevention and control of infectious disease as well as environmental hygiene of the Service;
 - (v) telephone consultation on the management of emergency conditions exhibited by the children;
 - (vi) training on health care, infection control, etc. to the staff of the Service;
 - (vii) talks on health promotion, management of chronic illness, etc. for the parents/ guardians/ family members; and
 - (viii) any other services as deemed appropriate and agreed between the Service and the medical practitioner concerned.
- (f) Arranging Clinical Psychologist (CP) Service as follows –
- (i) clinical/ intellectual assessments;
 - (ii) clinical consultations/ treatments;
 - (iii) education for the parents/ guardians/ family members of the children in care;
 - (iv) training for the staff;
 - (v) group activities in addressing the special needs of the children in care and/or their parents/ guardians/ family members; and
 - (vi) social and recreational activities in addressing the special needs of the children in care and/or their parents/ guardians/ family members.

(4) **Special Requirements on Service Provision**

To provide quality services and to safeguard the best interests of Service Users, the Service Operator must observe the following special requirements in general child care and supervision –

Personal care and assistance in daily activities

The Service Operator must assign at least one designated staff/ professional to be in charge of personal care and assistance in daily activities and provide manuals and guidelines for staff in providing such kind of services for Service Users.

Health and nursing care

The Service Operator must keep the individualised health and clinical records of each service user, and deliver regular health talk about immunisation, infection control, etc. Guidelines/ protocols on safe drug

storage and distribution of medicine, etc. are also necessary.

Food and diet

The Service Operator must suitably prepare well-balanced meals in terms of nutrition, taste, and variety, having regard to the Service Users' age, health condition, and individual needs. Guidelines and mechanism with input of professionals in ensuring food quality, safety and hygiene are also necessary.

Transport arrangement and/or escort service

The Service Operator must have transport arrangement which suits the needs of Service Users and a route plan if school bus is involved. Safety guidelines or measures for transport and escort services are also necessary.

Protection and safety

The Service Operator must assign at least one designated professional to ensure environmental safety. Mechanism with manuals and guidelines/protocols to protect Service Users from physical or moral dangers, such as fire accident, outbreak of disease, leakage of personal data, etc. are also necessary.

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

The target service users of the Service are children from birth to under six years old who are homeless, abandoned or cannot receive adequate care from their families. This may include children under statutory supervision, slow-learners or children of limited intelligence, children with mild behavioural or emotional problems, or children who experience minor health problems and have been medically assessed as fit for care in the Service.

(6) **Referrals**

Referrals for long-term care are sent to the Central Referral System for Residential Child Care Services (CRSRC) operated by Social Welfare Department (SWD). Referrals for emergency care are made through direct enquiry with the centre, and copied to the CRSRC operated by SWD.

(B) **Service Performance Standards**

(7) **Essential Service Requirements**

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

- (a) The Service is operated in compliance with the statutory requirements as stipulated under the Child Care Services Ordinance

(Cap. 243), the Child Care Services Regulations (Cap. 243A) and its subsidiary legislations, the latest version of the Operation Manual for Pre-primary Institutions and the Manual of Procedures of CRSRC;

- (b) 24-hour care per day, with at least one staff member present at all times;
- (c) Children receiving residential child care service are free from abuse, and that the Service should arrange relevant professionals (including social workers, child care workers, nurses, psychologists, therapists, etc.) to formulate individual care plans according to the circumstances and developmental needs of individual child;
- (d) The Service Operator must register and provide regular updates on the information of the Superintendent to the SWD under the Registration Scheme of Superintendents²;
- (e) Staffing requirement includes registered social worker, child care supervisor, senior child care worker, child care worker, qualified nurse and supporting staff;
- (f) For professional services provided by VMP and CP, the Service Operator may hire services from qualified professionals or concerned organisations;
- (g) Sufficient and varied food appropriate to the age and needs of the children; and
- (h) Toys, books and equipment appropriate to children's age.

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

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

² The Service Operator must **register and provide updates on the information of the Superintendent** to the SWD under the **Registration Scheme of Superintendents**, including:

- (a) the **personal information** of the superintendent;
- (b) information of **not less than 6 hours** of child protection related training completed by the Superintendent within one year before the **first registration** (i.e. first-time registration); and
- (c) information of **not less than 6 hours** of child protection related training attended by the Superintendent **every year after registration** (i.e. subsequent yearly reporting).

Service Output

| Service Output | | |
|-----------------|---|---------------------|
| <u>Standard</u> | <u>Output Indicator</u> | <u>Agreed Level</u> |
| <u>(OS)</u> | | |
| 1 | Rate of placement occupancy ^(Note 1) in a year | 80% |
| 2 | Rate of referrals accepted ^(Note 2) in a year | 95% |
| 3 | Rate of achieving scheduled processing time ^(Note 3) , i.e. 8 hours, in a year | 90% |
| 4 | Rate of achieving scheduled case review meeting ^(Note 4) in a year (for those children staying in the centre for 3 months or more) | 85% |

Service Outcome

| Service Outcome | | |
|-----------------|---|---------------------|
| <u>Standard</u> | <u>Outcome Indicator</u> | <u>Agreed Level</u> |
| <u>(OC)</u> | | |
| 1 | Percentage of the parents/ guardians/ family members indicating satisfaction with the service of the RCCC ^(Note 5) in a year | 75% |

(9) Service Quality Standards

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

(C) Subvention

- (10) 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.

- (11) 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.
- (12) 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

- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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

- (17) 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.
- (18) 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) **Placement occupancy** refers to the number of places occupied starting from the date of admission to the date of formal discharge.

The calculation of rate of placement occupancy

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

* *daily enrolment* is counted to include children on sick/ home leave or pre-discharge leave.

(The SWD will take into the consideration the availability of referrals should the placement occupancy rate not be met.)

(Note 2) **Rate of referrals accepted** refers to the percentage of eligible cases accepted for admission. It is derived as:

(No. of referrals accepted in the year ÷ total no. of referrals received in the year) x 100%

(Note 3) **Scheduled processing time** refers to the maximum time allowed before a definite reply is given to the referrer, provided that all information and documents necessary for the screening are available.

Rate of achieving scheduled processing time refers to the percentage of referrals for which definite reply are given within the scheduled processing time. It is derived as:

(No. of referrals with definite reply given within the scheduled processing time ÷ total no. of referrals received in the year) x 100%

(The agreed level will be subject to review in the light of experiences.)

(Note 4) **Scheduled case review meeting** refers to case conference initiated by the centre and shall meet the following criteria:

(a) *Participants* include social worker of the centre, the child (subject to the

age and maturity of the child), the referring worker and a third party (i.e. parent/ guardian/ family member/ houseparent/ teacher/ clinical psychologist, etc.).

- (b) There is ***subject area*** concerning the child, including placement plan, family reunion plan, or any problem arisen in the course of placement, etc.
- (c) Review is ***documented***, i.e. record being kept.
- (d) There is ***follow-up action***.
- (e) The ***frequency of case review meeting*** is set at *once every 3 months* for individual child staying in the centre for more than 3 months. The 1st review would be completed for every resident child immediately after admitted to the service for 3 months. The 2nd and subsequent reviews would be conducted once every 3 months counting from the date of the last review meeting.

Achieving scheduled case review meeting refers to scheduled case review meeting completed.

Rate of achieving scheduled case review meeting =

(No. of case review meetings completed in the year ÷ total no. of case review meetings required in the year) x 100%

(Note 5) Percentage of the parents/ guardians/ family members indicating satisfaction with the service of the RCCC in a year is measured annually by the designated questionnaire provided by the Service Operator. Upon compromise between the referring worker and the RCCC social worker, parents/ guardians/ family members having been regarded as mentally incompetent or unfit to make decision on the child's matter should not be required to fill the questionnaire.

The calculation of percentage of the parents/ guardians/ family members indicating satisfaction with the service of the RCCC in a year

$$\begin{array}{l} \text{No. of completed questionnaires indicating that} \\ \text{the parents/ guardians/ family members are "satisfied" with} \quad \times 100\% \\ = \frac{\text{the service of the RCCC in the year}}{\text{Total no. of designated questionnaires completed by}} \\ \text{the parents/ guardians/ family members in the year} \end{array}$$