

**Funding and Service Agreement¹
(Lump Sum Grant)**

**Victim Support Programme
for Victims of Family Violence**

I Service definition

Introduction

The Victim Support Programme for Victims of Family Violence (the Programme) aims to enhance support service to victims of family violence so as to facilitate and encourage them to go through the legal proceedings.

Purpose and objectives

2. The objectives of the Programme are:
- (a) to strengthen protection to victims of family violence by providing information on and access to relevant legal proceedings and community resources;
 - (b) to help alleviate the feeling of fear and helplessness of the victims through emotional support and companion to go through the judicial process; and
 - (c) to empower the victims and to promote mutual support among them for helping them resume normal life and functioning.

Nature of the service

3. The following services are to be delivered under the Programme:
- (a) Provision of information including
 - (i) civil and criminal proceedings, e.g. application for injunction order, interim custody order, divorce and related legal proceedings; and
 - (ii) community resources, e.g. legal aid, accommodation,

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

medical/psychological treatment and child care support, etc.

- (b) Provision of support including
 - (i) emotional support;
 - (ii) accompany vulnerable victims/witnesses of family violence who may have to report to the police and/or go through the legal proceedings, particularly acting as support person for child witnesses for pre-trial court visit and giving evidence in court through a closed circuit television (CCTV) system;
 - (iii) accompany victims and/or their family members to locate and receive different services or community resources, e.g. legal, housing, financial, schooling and assessment/treatment, etc.;
 - (iv) temporary child care support in crisis arising from family violence; and
 - (v) guidance and training to victims on basic skills in personal care, care to family members, household management and life adjustment.
- (c) Recruit, develop and mobilise volunteers who may include but not limited to ex-service users of the Programme to render mutual support, befriend service users and assist in providing support service as mentioned in (b) above.

Target service users

4. The Programme serves victims of spouse/cohabitant battering ^{Note 1} and child abuse, and their family members through direct application ^{Note 2} or through direct referrals from:
- (a) social workers of all SWD units providing casework services, including Family and Child Protective Services Units (FCPSUs)/Integrated Family Service Centres (IFSCs)/Medical Social Services Units/Probation and Community Service Orders Offices, etc.
 - (b) social workers of Integrated Family Service Centres/Integrated Services Centres (IFSCs/ISCs) of non-governmental organisations (NGOs)
 - (c) social workers of Medical Social Services Units/Hospital Authority
 - (d) social workers of Refuge Centres for Women/CEASE Crisis Centre

- (e) social workers of Support Centres for Ethnic Minorities; and
- (f) the Police for provision of support person to child witness during the trial process.

II Performance standards

5. Service Operator shall meet the following performance standards:

Outputs

| <u>Output Standard</u> | <u>Output Indicator</u> | <u>Agreed Level</u> |
|------------------------|---|---------------------|
| 1 | Total number of new and re-activated service users receiving services ^{Note 3} in a year | 800 |
| 2 | Number of victims of family violence cases receiving support service to report to the police and/or go through the legal proceedings in a year | 200 |
| 3 | Number of child witnesses receiving support service to go through the court proceedings in a year | 60 |
| 4 | Number of occasions providing companion to service users in locating and receiving different services or community resources, e.g. legal, housing, financial, school and medical/psychological assessment/treatment, etc, in a year | 2 700 |
| 5 | Number of occasions providing temporary child care support to service users in crisis arising from family violence in a year | 50 |
| 6 | Number of training hours ^{Note 4} provided to service users in a year | 630 |
| 7 | Number of community/educational programmes for | 6 |

| <u>Output Standard</u> | <u>Output Indicator</u> | <u>Agreed Level</u> |
|------------------------|---|---|
| | ethnic minorities/persons with different sexual orientations in prevention of family violence in a year | |
| 8 | Number of sessions and individual training hours providing training programme/educational course/workshop ^{Note 5} to volunteers in a year | 25 sessions and 100 individual training hours |
| 9 | Number of service hours provided by volunteers ^{Note 6} in a year | 3 000 |

Outcomes

| <u>Outcome Standard</u> | <u>Outcome Indicator</u> ^{Note 7} | <u>Agreed Level</u> |
|-------------------------|--|---------------------|
| 1 | Percentage of service users being satisfied with the overall service/programme delivered to them in a year ^{Note 8} | 85% |
| 2 | Percentage of volunteers who have acquired skills to render support service to the service users in a year ^{Note 9} | 85% |

Essential service requirements

6. Service Operator shall meet the following essential service requirements:
 - (a) The operation of the Programme should be under the supervision and guidance of registered social worker with recognised degree in social work and not less than 5 years of experience in social work practice; and
 - (b) Supervision of training programme for service users and volunteers should be managed by registered social workers.

Quality

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

III Obligations of SWD to the Service Operator

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

IV Basis of Subvention

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

Funding

10. 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 registered social workers 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. Rent and Rates in respect of premises recognised by SWD for delivery of the subvented activities will be reimbursed separately on an actual cost basis.

11. 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 will be subject to adjustments including salary adjustments in line with civil service pay adjustments and other charges in line with price adjustment factor, currently the Composite Consumer Price Index. The Government will not accept any liabilities or financial implication arising from the project beyond the approved funding.

Payment Arrangement, Internal Control and Financial Reporting Requirements

12. Upon the Service Operator's acceptance of the FSA, payment of the LSG subventions will be made on a monthly basis.

13. 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 project and make them available for inspection by the Government representatives.

14. The Service Operator shall submit the 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 practising 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.

Corruption Prevention and Probity Requirements

15. It is the responsibility of the Service Operator to ensure that its management, board members and staff comply with the Prevention of Bribery Ordinance (Cap. 201) and the relevant requirements. The Service Operator shall prohibit the members, staff, agents, and contractors from offering, soliciting or accepting advantages when discharging their duties under the FSA. With regard to the provision of the subvented services, the Service Operator shall avoid and declare any conflict of interest.

16. The Service Operator should also make reference to the relevant guidelines on corruption prevention and probity requirements to uphold integrity in every aspect, including but not limited to the governance structure, internal control, financial/fund management, procurement, staff administration, delivery of services/activities, management of maintenance works as set out in the "Best Practice Checklist on Governance and Internal Control in Non-Governmental Organisations" and the "Integrity and Corruption Prevention Guide on Managing Relationship with Public Servants" issued by the Independent Commission Against Corruption.

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 this FSA and fail to remedy the same in such manner and within such time as shall be specified in a written notice from SWD, 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 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 Specifications, 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.

Explanatory Notes:

| <u>Keys</u> | <u>Definitions</u> |
|--------------------|--|
| Note 1 | <u>Spouse/Cohabitant battering</u> refers to battering that occurs in a relationship between two partners who live or have lived together as a couple in an intimate relationship. They maintain or have maintained a lasting relationship which is more than just brief encounter. The partners can be married couple, co-habitees, separated partners, etc., regardless of their race and sex orientation. |
| Note 2 | <u>Direct application</u> by victims of spouse/cohabitant battering and child abuse, and their family members for training on basic skills in personal care, care to family members, household management and life adjustment or activities related to judicial process, e.g. accompany victims to attend court/meeting with lawyers or LAD/medical examination. |
| Note 3 | <u>Service users receiving services</u> includes victims of child abuse and battered spouse/cohabitant or child witnesses as well as their family members receiving various kinds of support and training service under the Programme. |
| Note 4 | <u>Training hours</u> refer to training hours delivered in individual and group training with written records on providing guidance and training to victims on basic skills in personal care, care to family members, household management and life adjustment. |
| Note 5 | <u>Training programme/educational course/workshop</u> refer to the structured activities conducted for the volunteers with objectives of equipping them with necessary skills to render mutual support, befriend service users and assist in providing support service to the service users. Every three hours accumulated with at least 90 minutes in each programme (excluding preparation time and follow-up work) can be counted as one session . |
| Note 6 | <u>Service hours provided by volunteers</u> refer to the service hours (including travelling time) of the volunteers mobilised to render mutual support, befriend service users and assist in providing support service. Training hours for volunteers should be excluded. The nature of services, activities content and other records as appropriate should be documented. The number of service hours of volunteer can be cumulative. |
| Note 7 | Outcome Standards 1 and 2 are measured by questionnaire designed by the Service Operator as agreed by SWD. |

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| <u>Keys</u> | <u>Definitions</u> |
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| Note 8 | <u>Percentage of service users being satisfied with the overall service/programme delivered to them</u> |
|---------------|--|

$$= \frac{\text{No. of service users satisfied with the overall service/programme delivered to them during the period}}{\text{No. of service users completed the service satisfaction survey conducted by the centre on the overall service/programme during the period}} \times 100\%$$

| | |
|---------------|--|
| Note 9 | <u>Percentage of volunteers who have acquired skills to render support service to the service users</u> |
|---------------|--|

$$= \frac{\text{No. of volunteers who have acquired skills to render support service to the service users during the period}}{\text{No. of volunteers completed the survey to evaluate whether they had acquired skills to render support service to the service users during the period}} \times 100\%$$