

Funding and Service Agreement¹

Hotline and Support Services for Sexual Minorities

I. Service Definition

Introduction

The Hotline and Support Services for Sexual Minorities (the Service) aims at providing the sexual minorities an easy and convenient way for seeking timely support and counselling for enhancing their life coping skills/ handling their life stress.

Purpose and Objectives

2. The purpose and objectives of the Service are:
 - (a) to provide easily accessible and readily available support in the form of counselling and advice for sexual minorities in need and their families; and
 - (b) to engage sexual minorities in need through the Service and refer them for support services provided by both service units of the Social Welfare Department (SWD) or non-governmental organisations (NGOs) for enhancing their life coping skills/ handling their life stress.

Service Nature and Content

3. The Services include:
 - (a) a 24-hour hotline service with designated hotline number to handle enquiries from sexual minorities, provide them information, guidance, advice or counselling, and/or make

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

referral to social services units as appropriate;

- (b) support groups/ programmes organised for enhancing the life coping skills, sharing of life experiences, facilitating mutual support to face life stress of the sexual minorities and their family members; and
- (c) publicity of the hotline service and support services to both the sexual minority community and the general public.

Target Service Users

4. The target service users are the sexual minorities or individuals encountering distress in their own sexual orientation and gender identity, as well as their family members.

II. Performance Standards

5. The Service Operator shall meet the Essential Service Requirements and Output and Outcome standards:

Essential Service Requirements

6. Essential service requirements include the followings -

- (a) The Service Operator should provide a designated hotline number to operate the 24-hour hotline service;
- (b) The Service Operator should have an effective disaster recovery plan to recover the hotline system within 12 hours and a contingency plan to maintain the hotline service in case of the shut-down of the hotline system;
- (c) The Service Operator should designate registered social workers with recognised degree / diploma in social work or counselling and at least one year's experience in social

welfare services (direct work experiences with sexual minorities is preferable) to handle the hotline calls at any one time; and

- (d) The Service Operator should designate registered social workers with recognised degree in social work or counselling and at least one year's experience in social welfare services (with direct work experiences or training on working with sexual minorities) to handle the casework counselling service.

Outputs

<u>Output Standard</u>	<u>Output Indicator</u>	<u>Agreed Level (per year)</u>
1	Total number of hotline calls handled relating to enquiry on sexual minority and the related matters	2 500
2	Among OS1, total number of hotline calls handled with counselling given on phone	2 100
3	Total number of sessions of support groups/ programmes ² for enhancing life coping skills/ releasing life stress for sexual minority and/ or their family members	36
4	Total number of new/reactivated cases with face-to-face counselling/case follow-up for sexual minority and/or their family members	24
5	Total number of publicity in different means such as advertisement on web apps/programmes/community education/talks/ exhibitions/ mobile enquiry counters or other related publicity activities	21

² For the definition of group, it shall have at least 3 sessions and have 3 or more participants. For the definition of programme, it shall serve a larger size of participants and is usually held on one-off basis or less than 3 sessions.

<u>Output Standard</u>	<u>Output Indicator</u>	<u>Agreed Level (per year)</u>
6	Total number of newly engaged volunteers assisting in publicity events	10

Outcomes

<u>Outcome Standard</u>	<u>Outcome Indicator</u>	<u>Agreed Level (per year)</u>
1	Percentage of service users indicating satisfaction with the overall service/programme delivered to them	80%
2	Percentage of service users with enhanced problem-solving capacity	80%
3	Percentage of service users with enhanced support network	80%
4	Percentage of service users with perceived improvement in their main problem	80%

Quality

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

III. Obligation of SWD to 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 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, with a cap, 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 representative.

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 “Corruption Prevention Guide on Governance and Internal Control for 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 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, 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 availability of financial resources and 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.

20. 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.

VI. Other References

21. 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.