

Funding and Service Agreement¹**Foster Care (Emergency) Service
[For Time-defined Project]****I. Service Definition****Introduction**

Foster Care (Emergency) provides family care to children aged below 18 in need of urgent residential care. It aims at providing **immediate** and **short-term** care to children whose parents cannot care for them in their own family because of emergency or crisis situation such as sudden illness, hospitalisation, desertion, or death, etc.

Purpose and objectives

2. Emergency situation means “unplanned, unforeseen and sudden” family crisis; and Foster Care (Emergency) provides immediate family care to children in urgent need of residential placement. The placement, normally lasting from 1 day to a maximum of 6 weeks, aims at providing a temporary or tide-over family care arrangement before an alternative caring arrangement is achieved.

Nature of service

3. The services provided include :

(a) Physical and basic care -

- accommodation in an ordinary family;
- physical care 24 hours per day, preferably by a married couple (referred to as “foster parents”). The foster parents assume overall responsibility for the foster child’s care, under the close supervision and guidance of the foster care worker;
- sufficient and varied food to meet the needs of the foster child;

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

- basic clothing items; and
 - toys, books and equipment appropriate to the child's age;
- (b) Services meeting individual needs -
- supervising daily activities and routines, for example, schooling, homework, etc.;
 - liaising with the significant others involved in the foster child's placement, for example, schools, the family/guardian, referring organisation, etc. to ensure achievement of the individual welfare plan; and
 - encouraging and facilitating contact with the family/ guardian to prepare the foster child for future home restoration;
- (c) Welfare planning and counselling -
- development of individual welfare plans, in conjunction with relevant others involved in the foster child's placement, through regular contacts, case discussions or meetings; and
 - counselling and support to meet the foster child's developmental needs; and
- (d) Social and recreational activities -
- arranging a variety of age-appropriate social and recreational activities, including participation in activities as an integrated family group.

Target group

4. The target group is children under 18 years of age whose families face emergency or crisis situation and cannot provide them with adequate care. This may include children with mild behavioural or emotional problems, or children who experience minor health problems and have been medically assessed as fit for care in an ordinary family setting.

5. Referring workers should send referrals to the subvented organisation providing

emergency foster care service directly, with a copy to Central Foster Care Unit.

Capacity

6. The number of foster children placed in an emergency foster home should be in accordance with the capability of the home and the needs of the foster children. Please refer to the **Appendix** for the service capacity of the organisation.

II. Performance Standards

7. The Service Operator shall meet the essential service requirements and the performance standards, including output and outcome standard as shown at **Appendix**.

Quality

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

III. Obligations of Social Welfare Department (SWD) to Service Operator

9. 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.

10. In addition, SWD will meet the following service-specific standards of performance -

- to approve foster homes and ensure the provision of a pool of varied and sufficient emergency foster homes.

11. The actual performance of the Department in relation to the obligations is expected to affect the ability of the Service Operator to meet its required standards of performance.

IV. Basis of Subvention

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

Funding

13. An annual subvention will be allocated on the Lump Sum Grant (LSG) mode to the Service Operator for a time-defined period as specified at the **Appendix**. 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.

14. 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 the civil service pay adjustment and other charges in line with the 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

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

16. 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.

17. The Service Operator shall submit the Annual Financial Report (AFR) as reviewed and the annual financial statements of the non-government organisation (NGO) as a whole as audited by a certified public accountant holding a practicing 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 the 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

18. 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.

19. 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

20. This FSA is valid for a time-defined period as specified at the **Appendix**. Should the Service Operator be in breach of any terms of condition of the Agreement and fail to remedy the same in such manner and within such time as shall be specified in a written notice from SWD that the same be remedied, SWD may, after expiry of such notice, terminate this Agreement by giving 30 days’ notice in writing to the Service Operator.

21. 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.

22. 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.

23. 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

24. Apart from this FSA, the Service Operator should also comply with the requirements/ commitments set out in the Service Specification concerned, 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.

Funding and Service Agreement**Foster Care (Emergency) Service**

I. Validity Period

The contract of the current Funding and Service Agreement (FSA) is valid for a time-defined period from **Day/Month/Year to Day/Month/Year**.

II. Capacity

There is a total of **Number** service places under this FSA.

III. Performance Standards

The Service Operator is required to meet the following essential service requirements as well as output and outcome standards-

- Registered social worker^{Note 1};
- 24-hour care per day for the foster children;
- Sufficient and varied food appropriate to the child's age; and
- All services are to comply with the Manual of Procedures for Foster Care Service.

Outputs

| Output Standard² (OS) | Output Indicator | Agreed Level² (as a total for Non-time-defined and Time-defined FSA) |
|---|--|---|
| 1 | Average placement occupancy rate ^{Note 2} in a year | 90 % |
| 2 | Rate of achieving specified processing time ^{Note 3} , i.e. 3 days, in a year | 80 % |
| 3 | Rate of acceptance of referrals ^{Note 4} in a year | 90 % |
| 4 | Percentage of cases having completed the agreed placement plans ^{Note 5} in a year | 90 % |
| 5 | Number of home assessment reports conducted ^{Note 6} in a year (SWD will take into consideration the number of application received from and the number of home assessment required by Central Foster Care Unit should the target level not be met.) | 2 |
| 6 | Number of pre-service training programmes provided ^{Note 7} in a year (SWD will take into consideration the number of newly registered homes should the target number not be met.) | 3 |
| 7 | Number of in-service training programmes provided ^{Note 8} in a year | 2 |
| 8 | Number of publicity programmes provided ^{Note 9} in a year | 3 |

² Each Service Operator has its own output and outcome standards and the respective agreed level.

Outcomes

| Outcome Standard² (OC) | Outcome Indicator | Agreed Level² (as a total for Non-time-defined and Time-defined FSA) |
|--|---|---|
| 1 | Percentage of children having been more emotionally stable after the placement ^{Note 10} in a year | 80 % |
| 2 | Satisfaction rate of the children in care ^{Note 11} in a year | 80 % |
| 3 | Satisfaction rate of the birth parents or guardian ^{Note 12} in a year | 80 % |

Keys**Illustrations/Definitions**

Note 1 **Registered Social Worker** refers to the definition governed by the Registration of Social Workers Ordinance (Chapter 505).

Note 2 **Placement occupancy** refers to the number of places occupied from the date of admission to the date of formal discharge.

The calculation of rate of placement occupancy in a year is

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

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

² Each Service Operator has its own output and outcome standards and the respective agreed level.

Note 3 Specified processing time refers to the maximum time allowed before a definite reply on the outcome of referral is given to the referrer.

Rate of achieving specified processing time refers to the percentage of referrals for which definite replies are given within the specified processing time. It is derived from:

$$\frac{\text{No. of referrals with definite replies given within the specified processing time}}{\text{Total no. of referrals received during the period}} \times 100\%$$

Note 4 Rate of acceptance of referrals refers to the percentage of eligible referrals that are given acceptance-in-principle, disregarding those cases not accepted due to full enrolment* or no suitable home available#. It is derived from:

$$\frac{\text{No. of referrals given acceptance-in-principle}}{\text{Total no. of referrals received during the period} - \text{No. of referrals not accepted due to full enrolment or no suitable home available}} \times 100\%$$

* “Full enrolment” refers to the situation when all the placement quota/ subvention of foster care allowance is used up.

“No suitable home” refers to the situation when

- (1) the age preference and locality of the Emergency Foster Care (EFC) homes available in the home pool did not match with that of the child under referral; and
- (2) the EFC home available in the home pool did not meet the needs of the child.

Note 5 Placement plan refers to the overall objective of the emergency foster care placement. It includes the placement period and arrangement for the child after the placement, e.g. family reunion, transfer to other residential child care arrangement etc. The placement plan should be formulated before or at the beginning of the placement, and may be fine-tuned during subsequent case discussion/ meeting with the consents of all parties concerned, including the referring worker, birth parents, foster care worker and the child himself unless he is aged below 4 or is regarded having mental incompetence.

Agreed placement plan completed refers to the overall objective of the foster care placement is achieved upon discharge from foster care

The calculation of **percentage of cases having completed the agreed placement plan** is:

$$\frac{\text{No. of children discharged from foster care with agreed placement plans completed}}{\text{Total no. of children discharged during the period}} \times 100\%$$

Note 6 **Number of home assessment reports conducted** refers to the number of home assessment reports completed and forwarded to the Central Foster Care Unit of SWD.

Note 7 **Number of pre-service training programmes provided** refers to the number of pre-service programmes, with contents designed and participants enrolled by the Central Foster Care Unit, completed for the newly registered emergency foster parents.

Note 8 **Number of in-service training programmes provided** refers to the number of in-service programmes, which the organisation self organises and/ or assists the Central Foster Care Unit to deliver for the serving foster parents, who may be supervised by the Service Operator itself or other NGOs.

Note 9 **Number of publicity programmes provided** refers to the number of publicity programmes, organised by the Service Operator or coordinated by the Central Foster Care Unit, completed.

Note 10 **Children's emotional condition** is measured through the designated questionnaire EFCQ1 upon admission and discharge from foster care

The calculation of **percentage of children having been more emotionally stable after the placement** is:

$$\frac{\text{No. of children assessed as "improved a lot" or "somewhat improved" in their overall emotional performance upon discharge from foster care}}{\text{Total no. of children discharged during the period}} \times 100\%$$

Note 11 **Children's satisfaction towards the emergency foster care placements** is measured through the designated questionnaire EFCQ2 for each foster child upon discharge from foster care. Upon compromises between referring worker and foster care worker, children of young age or having been regarded as mental incompetent should not be required to fill the questionnaire.

The calculation of **satisfaction rate of the children in care** is:

$$\frac{\text{No. of children indicated "satisfactory" or "very satisfactory" towards their overall foster living upon discharge from foster care}}{\text{Total no. of children completing EFCQ2 during the period}} \times 100\%$$

Note 12 Birth parents' or guardians' satisfaction towards the foster care placements is measured through the designated questionnaire EFCQ3 upon discharge from foster care. Only one questionnaire is required for each foster care placement and birth parents should compromise between themselves for giving a coordinated return.

The calculation of **satisfaction rate of the birth parents or guardians** is:

$$\frac{\text{No. of birth parents or guardians indicated "satisfactory" or "very satisfactory" towards foster care service upon children's discharge from foster care}}{\text{Total no. of birth parents completing EFCQ3 during the period}} \times 100\%$$

Enrolment rate refers to the percentage of enrolled cases over the service provision.

The calculation of **average enrolment rate** in a year is:

$$\frac{\text{Total no. of month-end enrolled cases of 12 months}}{\text{Sum of month-end capacity}} \times 100\%$$