

## **Funding and Service Agreement<sup>1</sup>**

### **Small Group Home**

#### **I Service Definition**

##### **Introduction**

1. Small group homes (SGHs) are a type of residential child care services which provide out-of-home placement for children aged between 4 and 18 who cannot be adequately cared for by their families due primarily to various family problems or crises.

##### **Purpose and Objectives**

2. The purpose of SGHs is to provide care in a home-like environment for children until they can return to their families or a long-term alternative living arrangement is achieved.
3. The objectives of SGHs are:
  - to provide substitute care for children in a stable and safe home-like family living environment for a limited period of time, as specified by the individual welfare plan and subject to review on a regular basis;
  - to protect and promote the health and welfare of children and nurture their overall growth and development, including their physical, social, emotional and intellectual needs; and
  - to encourage the development of potential, responsibility, self-esteem and self-care amongst children in care.

##### **Service Nature and Contents**

4. The services provided by SGHs are:
  - a) Physical and basic care, including:
    - provision of accommodation in a home-like environment where the atmosphere is intended to be similar to that of an ordinary family unit, and the exact addresses of SGHs should not be disclosed in the public

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<sup>1</sup> This Funding and Service Agreement is a sample document for reference only.

domain with a view to protecting the privacy and safety of the children;

- provision of physical care 24 hours per day by houseparents <sup>Note 1</sup> (or in their absence by “relief houseparents”);
- provision of domestic help on a full-time basis to assist with the day-to-day household chores within the home;
- provision of sufficient and varied food appropriate to the age and needs of the children;
- arranging appropriate and basic clothing items and daily necessity items; and
- arranging transport or escorting for children to attend activities or functions, appropriate to the age and needs of the children.

b) Meeting individual needs, including:

- supervising daily activities and routines, including schooling and homework;
- liaising with significant others involved in the children’s placement, including schools, other organisations, the families/guardians and the referring organisations or workers to ensure achievement of the plans; and
- encouraging and facilitating contacts with birth families/guardians, and arranging home leave to prepare the children for future home restoration in collaboration with referring organisations or workers.

c) Welfare planning and counselling, including:

- development and review of individual plans or programmes, in conjunction with relevant others involved in the children’s placement, through regular case discussions or reviews to update and review progress in relation to achieving the plans; and
- counselling, either on an individual or group basis, to help children cope with the underlying problems which brought about the need for substitute care.

d) Social and developmental activities, including:

- arranging a variety of social and developmental activities, including

participation in community events and activities as an integrated family group; and

- providing the opportunity to cultivate individuals' own aptitudes and interests.

### **Target Service Users**

5. The target service users are children aged between 4 and 18 who cannot be adequately cared for by their families. This may include 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 small group living. Children are usually full-time students at the time of admission.
6. Referrals are sent to the Central Referral System for Residential Child Care Services (CRSRC) operated by Social Welfare Department (SWD).

### **Capacity**

7. The capacity is set for different service units.

## **II Service Performance Standards**

8. The Service Operator is required to meet the following Essential Service Requirements as well as the agreed level of the Output and Outcome Standards.

### **Essential Service Requirements**

- Children receiving residential child care service are free from abuse, and that the SGH should arrange relevant professionals (including social workers, psychologists, etc.) to formulate individual care and development plans according to the circumstances and developmental needs of individual child;
- Registered social worker;
- Full-time domestic help;
- 24-hour care per day, with at least one staff member present in each SGH at all times <sup>Note 2</sup>;
- At least three meals a day with sufficient and varied food appropriate to the age and needs of children;

- Arrangement of appropriate and basic clothing items and daily necessity items;
- Boys and girls in the SGHs should be accommodated in separate bedrooms;
- Toys, books and other equipment appropriate to children's age; and
- All service operations have to comply with the Manual of Procedures of CRSRC.

**Service Outputs**

<u>Service Output Standard</u>	<u>Output Indicator</u>	<u>Agreed Level</u>
1	Rate of placement occupancy <sup>Note 3</sup> in a year	80%
2	Rate of achieving scheduled case reviews <sup>Note 4</sup> in a year	90%
3	Rate of achieving individual work plans <sup>Note 5</sup> in a year	90%
4	Number of programmes/groups <sup>Note 6</sup> organised in a year	4 for each SGH
5	Number of in-house staff training on strengthening knowledge and skills in child protection and/or working with children with special and mental health needs in a year	1

**Service Outcomes**

<u>Service Outcome Standard</u>	<u>Outcome Indicator</u>	<u>Agreed Level</u>
1	Satisfaction rate of the children in care <sup>Note 7</sup> in a year	75%
2	Satisfaction rate of the parents or guardians <sup>Note 8</sup> in a year	75%

**Service Quality Standards**

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

**III Obligations of the SWD to the Service Operator**

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

**IV Basis of Subventions**

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

**Funding**

12. An annual subvention will be allocated on the Lump Sum Grant (LSG) made 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, qualified professionals and supporting staff, and other charges (covering 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, rates, Government rent and management fee (Rent and Rates) in respect of premises recognised by the SWD for delivery of the subvented activities will be reimbursed separately on an actual cost basis.
13. 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 Subvention Manual, LSG Circulars, management letters and relevant correspondence issued by the 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 the price adjustment factor (currently the Composite Consumer Price Index). The actual subvention allocation will also be adjusted in accordance with the date of commencement of the service, if applicable. The Government will not accept any liabilities or financial implication arising from the service beyond the approved funding.

**Payment Arrangement, Internal Control and Financial Reporting Requirements**

14. Upon the Service Operator's acceptance of the FSA, payment of the LSG

subventions will be made on a monthly basis.

15. 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 service and make them available for inspection by the Government representative.
16. The Service Operator shall submit Annual Financial Report (AFR) as reviewed and the annual financial statement of the non-governmental 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 of the governing board and the NGO Head in accordance with the requirements as stipulated in the latest LSG Subvention Manual. The AFR should be prepared on a cash basis and non-cash items such as depreciation, provisions and accruals etc. should not be included in the AFR.

### **Corruption Prevention and Probity Requirements**

17. 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.
18. 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**

19. This FSA is valid for a time-defined period. Should the Service Operator be in breach of any terms of condition of this Agreement and fail to remedy the same in such manner and within such time as shall be specified in a written notice from the SWD that the same be remedied, the SWD may, after expiry of such notice, terminate this FSA by giving 30 days' notice in writing to the Service Operator.
20. Where there is any change to the 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.
21. Continuation of the 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. The SWD reserves the right to reallocate the service.
22. 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**

23. Apart from this FSA, the Service Operator should also comply with the requirements/commitments set out in the Service Specifications, Service Operator's proposals and supplementary information, if any. Where these documents are in conflict, this FSA shall prevail.

**Explanatory Notes**

**Key Illustrations/Definitions**

**Note 1 Houseparent** is employed by the Service Operator to act as substitute parent and to assume overall responsibility for the children’s care, under the close supervision and guidance of the social worker of the SGH. The houseparent is required to live in the SGH, and if applicable with his/her spouse and children, if any. His/her spouse is expected to have regular employment outside and shall perform a parent role in the SGH as well as assist in carrying out necessary care duties and in managing the SGH after work. Generally, his/her spouse is a volunteer entitled to an incentive payment.

**Note 2** The Essential Service Requirement of “with at least one staff member present in each SGH at all times” is exempted when all the children residents have participation in activity(ies) held out of the SGH and cared by the SGH staff.

**Note 3 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 is

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

The “rate” of 80% placement occupancy represents occupancy at all times by 6.4 children in each of the **three 8-place SGHs** and by 4.8 children in the **6-place SGH**.

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

**Note 4 Scheduled case review** refers to case conference initiated by the SGH and shall meet the following criteria:

- a) **participants** include SGH social worker, referring worker, the child and a third party, i.e. parents /houseparent/teacher/clinical psychologist, etc.;

- b) there is *subject area* concerning the child, including work plan, placement plan, family reunion plan, or any problem arisen in the course of placement;
- c) review is *documented*, i.e. record is being kept;
- d) there is *follow-up action*; and
- e) the *frequency of case review* is set at twice per year for individual child and the first review would be conducted for every resident child within the first 6 months. The second and subsequent review would be conducted once every 6 months counting from the date of the last review meeting.

**Achieving scheduled case reviews** refers to scheduled case reviews completed.

The calculation of **rate of achieving scheduled case reviews** is

$$\frac{\text{No. of case reviews completed during the period}}{\text{No. of case reviews required during the period}} \times 100\%$$

**Note 5 Individual work plan** refers to the plan completed by the SGH to meet individual child's needs. It should include objectives, specific goals, process for service delivery, programme content and time frames for achieving or reviewing goals (Service Quality Standard 11). The number of individual work plan is set at two per case review for individual child.

**Achieving individual work plans** refers to individual work plans completed.

The calculation of **rate of achieving individual work plans** is

$$\frac{\text{No. of work plans completed during the period}}{2 \times \text{No. of case reviews required during the period}} \times 100\%$$

**Note 6 Programmes/groups** refers to programmes/groups in each SGH arranged in line with "nature of the service" and with staff input, planned objective(s), programme contents, evaluation and documentation. Programmes/groups are not counted by number of sessions.

**Note 7 Satisfaction of children in care towards the SGH service** is measured annually by the designated questionnaire provided by the Service Operator as agreed by the SWD. Upon compromise between referring worker and SGH social worker, children of young age or having been regarded as mentally incompetent should not be required to fill the questionnaire.

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

$$\frac{\text{No. of children indicated "satisfactory" or "very satisfactory" towards their overall SGH living in the completed questionnaire}}{\text{Total no. of children completing the designated questionnaire}} \times 100\%$$

**Note 8 Satisfaction of parents or guardians towards the SGH service** is measured annually by the designated questionnaire provided by the Service Operator as agreed by the SWD. Only one questionnaire is required for each SGH placement and parents/guardians should compromise between themselves for giving a coordinated return. Upon compromise between referring worker and SGH social worker, parents/guardians 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 **satisfaction rate of the parents/guardians** is

$$\frac{\text{No. of parents/guardians indicated "satisfactory" or "very satisfactory" towards SGH service in the completed questionnaire}}{\text{Total no. of parents/guardians completing the designated questionnaire}} \times 100\%$$