

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

### **Boys' Home/ Girls' Home**

## **I     Service Definition**

### **Introduction**

Boys'/ Girls' Homes are one type of residential child care services which provide out-of-home placement for children who cannot be adequately cared for by their families because of various family problems or crises, and the children's own behavioural or emotional problems. Children attend school either on site or in the community.

### **Purpose and Objectives**

2.     The purpose of Boys'/Girls' Homes is to provide placement and structured and therapeutic programmes for boys/ girls in small group living until they can return to their families or a long-term alternative living arrangement is achieved.

The objectives of Boys'/Girls' Homes are:

- to offer a stable, safe and warm group living environment;
- to provide a programme of residential care;
- to provide specially designed programmes and structured routines to address the problems leading to placement; and
- to encourage the development of potential, responsibility, self-esteem, self-care and social relationship amongst children in care.

### **Service Nature and Contents**

3.     The services provided include:

- a)    residential care in the form of small group living within the Home to increase and facilitate individual contacts, treatment, attention, privacy and closer relationships between residents, and with the residential workers;

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

- b) development and review of individual plans or programmes, in conjunction with relevant others involved in a child's placement, through regular case discussions or reviews to update and review progress in relation to achieving the plan;
- c) counselling, either on an individual or group basis, to address emotional and behavioural problems and to help children cope with the underlying problems which brought about the need for substitute care;
- d) training programmes to develop life skills;
- e) social and recreational activities, including participation in community events and activities, to develop interests and social skills and facilitate adjustment to the community;
- f) family life education programmes to develop self-understanding and interpersonal relationship skills;
- g) encouraging and facilitating contact with natural families/ guardians and arranging home leave in preparing children for future home restoration;
- h) liaising with significant others involved in a child's placement, including schools, other agencies, the family/ guardian and the referring agency or worker to ensure achievement of the plan; and
- i) educational guidance to facilitate academic and vocational development.

**Target Service Users - Boys' Homes**

4. The target group is boys aged 7 - 21 years of age without proper family care and with more difficult behavioural or emotional problems. These children may also be under the influence of undesirable peers or have relationship problems with their families and require a period of group-living experience away from their families.

**Target Service Users - Girls' Homes**

5. The target group is girls aged 9 - 21 years of age without proper family care and with more difficult behavioural or emotional problems. These children may also be under the influence of undesirable peers or have relationship problems with their families and require a period of group-living experience away from their families.

**II Performance Standards**

6. The Service Operator shall meet the following Essential Service Requirements as well as the agreed level of the Output and Outcome Standards as specified below:

**Essential Service Requirements**

- 24-hour care per day, with at least one staff member present at all times;
- Registered social worker as defined in the Social Workers Registration Ordinance (Chapter 505) (for Boys' Home/ Girls' Home with one or more than one basic unit of 60 children, staffing should include registered social worker with recognised degree in social work);
- Meals with varied food;
- Toys, books and other equipment appropriate to residents' age;
- All services to comply with the requirements of the Central Referral System for Residential Child Care Services (CRSRC) or Central Co-ordinating Referral Mechanism (CCRM);
- Children receiving Boys'/ Girls' Home service are free from abuse; and
- The Service Operator must register and provide regular updates on the information of the Superintendent to the Social Welfare Department under the Registration Scheme of Superintendents, including: (i) the personal information of the superintendent; (ii) 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 (iii) 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)

**Outputs**

| <u>Output Standard</u> | <u>Output Indicator</u>                              | <u>Agreed Level</u>                       |
|------------------------|------------------------------------------------------|-------------------------------------------|
| 1                      | Rate of placement occupancy within one year (Note 1) | 70% for Boys' Home<br>83% for Girls' Home |
| 2                      | Rate of achieving scheduled                          | 80%                                       |

|   |                                                                        |     |
|---|------------------------------------------------------------------------|-----|
|   | case reviews within one year<br>(Note 2)                               |     |
| 3 | Rate of achieving individual<br>work plans within one year (Note<br>3) | 80% |
| 4 | Number of group activities<br>completed within one year (Note<br>4)    | 17  |

**Outcomes**

| <u>Outcome<br/>Standard</u> | <u>Outcome Indicator</u>                                                              | <u>Agreed Level</u> |
|-----------------------------|---------------------------------------------------------------------------------------|---------------------|
| 1                           | Satisfaction rate of the residents<br>in care towards the home<br>service (Note 5)    | 80%                 |
| 2                           | Satisfaction rate of the parents<br>or guardians towards the home<br>service (Note 6) | 80%                 |

(Explanations of the Notes are provided at the end of this Agreement)

**Quality**

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

**III Obligations of Social Welfare Department (SWD) to Service Operators**

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

9. In addition, SWD will meet the following service-specific standard of performance -

- to provide a referral from the central referral system within 7 working days of written notification of a vacancy, providing there is a referral with updated and complete information in hand.

10. 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**

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

#### **Funding**

12. An annual subvention will be allocated on the Lump Sum Grant (LSG) mode to the Service Operator for a time-defined period as specified in the Validity Period below. 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 the premises recognised by 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 Manual, LSG Circulars, management letters and correspondence in force as issued by SWD on subvention policies and procedures, whichever is applicable, as well as the relevant Guidance Notes for specific services, if any. The LSG will be subject to adjustments including salary adjustments in line with civil service pay adjustment and other charges in line with the price adjustment factor (currently the Composite 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**

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, and internal control system 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.

16. The Service Operator shall submit 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**

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 “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**

19. This FSA is valid for a time-defined period. 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.

20. 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.

21. 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.

22. 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 Reference**

23. Apart from this FSA, the Service Operator should also comply with the requirements/ commitments set out in the respective Service Specification (Detailed Description), 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 to all these documents will be closely monitored by SWD.

**Explanatory Notes**

**Note 1** (i) **Placement occupancy** refers to the number of places occupied starting from the date of admission to the date of formal discharge.

(ii) The calculation of **Rate** of placement occupancy  
$$= \frac{\text{Sum of daily enrolment* during the year}}{\text{Capacity x no. of operating days in the year}} \times 100\%$$

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

[SWD will take into consideration the availability of referrals should the standard occupancy rate not be met.]

**Note 2** (i) **Scheduled case review** refers to case conference initiated by the Home and shall meet the following criteria :-

a) **participants** include social worker of the Home, the child and a third party, i.e. parents/ referring worker/ 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) the review is **documented**, i.e. record is 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 review would be conducted for every resident child within the first 6 months and once every 6 months thereafter.

(ii) **Achieving scheduled case review** refers to scheduled case reviews “completed”.

(iii) The calculation of **Rate** of achieving scheduled case reviews  
$$= \frac{\text{no. of case reviews completed during the period}}{\text{no. of case reviews required during the period}} \times 100\%$$

Note 3 (i) **Individual work plan** refers to the plan completed by the Home to meet individual child's needs. It should include objectives, specific goals, process for service delivery, programme content and timeframes for achieving or reviewing goals. The no. of individual work plan is set at two per case review for individual child.

(ii) **Achieving individual work plans** refers to individual work plans "completed".

(iii) The calculation of **Rate** of achieving individual work plans  
$$= \frac{\text{no. of work plan completed during the period}}{2 \times \text{no. of case reviews required during the period}} \times 100\%$$

Note 4 **Group activities** refer to groups and mass programmes arranged in line with "nature of the service" and with staff input, planned objective(s), programme contents, evaluation and documentation. Group activities are not counted by number of sessions.

Note 5 (i) **Satisfaction of residents in care towards the home service** is measured annually by the designated questionnaire provided by the Service Operator.

(ii) The calculation of **Satisfaction rate of the residents in care**  
$$= \frac{\text{No. of residents indicated "satisfactory" or "very satisfactory" towards their overall home living in the designated questionnaire}}{\text{Total no. of designated questionnaire completed by residents*}} \times 100\%$$

\* Sample size of the questionnaire survey shall reach not less than 80% of the **total number** of residents served in a year as at end of March of the reporting year.

Note 6 (i) **Satisfaction of parents or guardians towards the home service** is measured annually by the designated questionnaire provided by the Service Operator. In case of attempt to collect such feedback from parent/guardian of a resident in vain, such feedback from the respective referring worker is acceptable.

- (ii) The calculation of **Satisfaction rate of the parents/ guardians**
- $$= \frac{\text{No. of parents/ guardians/ referring workers indicating "satisfactory" or "very satisfactory" towards home service in the designated questionnaire}}{\text{Total no. of designated questionnaire completed by parents/ guardians/ referring workers *}} \times 100\%$$

- \* Sample size of the questionnaire survey shall reach not less than 70% of the **total number** of parents/ guardians of residents served in a year as at end of March of the reporting year, on a one-to-one basis which means only one questionnaire required for one resident.

END