

Funding and Service Agreement¹

Boys' Hostel/ Girls' Hostel

I Service Definition

Introduction

Boys'/ Girls' Hostel is one type of residential care services which provides out-of-home care for the youth either at school or at work and in need of placement for preparation of family reunion or training for independent living.

Purpose and objectives

2. The purpose of Boys'/ Girls' Hostel is to provide placement for boys/ girls in small group living until they can reunite with their families or a long term alternative living arrangement is achieved.

The objectives of Boys' Hostel/ Girls' Hostel are:

- to provide substitute care for the youth in a stable and group living environment; and
- to provide a residential programme with supervised living, guidance and supportive counselling services on residents' problems leading to placement.

Service Nature and Contents

3. The services provided include:-

- (i) hostel care in the form of small group living within the hostel to facilitate individual contact, attention and closer relationship between residents in the hostels and with the residential workers;
- (ii) guidance and supportive counselling to the residents on their personal problem(s), e.g. heterosexual relationship, budget control, life skill, etc. on individual or

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

- group basis;
- (iii) providing social and recreational activities;
 - (iv) liaising with significant others involved in the youth's placement, including headmaster, employer, guardian/ family members and the referring worker;
 - (v) guidance to facilitate academic and vocational development; and
 - (vi) regular review of individual plans or programmes through case discussion to update and review progress in relation to achieving the plan.

Target Service Users – Boys' Hostel

4. The target group is boys aged between 15 and under 21 who are students and/or working youth with relationship problems with their families or do not have a family to return to. Some of them may have mild behavioural or emotional problems. They require a period of small group living with minimal structured routines.

Target Service Users – Girls' Hostel

5. The target group is girls aged between 14 and under 21 who are students and/or working youth with relationship problems with their family or do not have a family to return to. Some of them may have mild behavioural or emotional problems. They require a period of small group living with minimal structured routines.

II Performance Standards

6. The service operator will 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 (for Yue Wan Boys' Hostel); and with at least one staff member present whenever there is a service user staying at Hostel (for Girls' Hostel only);

- Registered social worker as defined in the Social Workers Registration Ordinance (Chapter 505);
- Meals with varied food (for Boys' Hostel only);
- 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);
- Children receiving Boys'/ Girls' Hostel 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)	90% for Boys' Hostel 80% for Girls' Hostel
2	Rate of achieving scheduled case reviews within one year (Note 2)	80%
3	Number of social and recreational activities completed within one year (Note 3)	6

Outcomes

<u>Outcome Standard</u>	<u>Outcome Indicator</u>	<u>Agreed Level</u>
1	Satisfaction rate of the residents in care towards	80%

the hostel service (Note 4)

2	Satisfaction rate of the parents or guardians towards the hostel service (Note 5)	80%
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(Explanations of the Notes are provided at 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 youths 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 Hostel and shall meet the following criteria:-

- a) the case review should be scheduled for individual resident youth and the review would be conducted for every resident within the first 6 months and once every 12 months after the first 6 months;
- b) **participants** include social worker/ supervisor of the Hostel, the youth and a third party i.e. parents/ referring worker/ houseparent/ relative, etc.;
- c) there is **subject area** concerning the youth, including placement plan, family reunion plan, or any problem arisen in the course of placement;
- d) review is **documented**, i.e. record is kept; and
- e) there is **follow-up action**.

(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 **Social and recreational activities** refer to mass programmes arranged in line with “nature of the service” and with staff input, planned objective(s), programme contents, evaluation and documentation. Social and recreational activities are not counted by number of sessions.

Note 4 (i) **Satisfaction of residents in care towards the hostel service** is measured annually by the designated questionnaire provided by the Service Operator.

(ii) The calculation of **Satisfaction rate of the residents in care**

$$= \frac{\text{No. of residents indicated “satisfactory” or “very satisfactory” towards their overall hostel living in the designated questionnaire}}{\text{Total no. of designated questionnaire completed by residents*}} \times 100\%$$

* 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 5 (i) **Satisfaction of parents or guardians towards the hostel 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**

$$= \frac{\text{No. of parents/ guardians/ referring workers indicating “satisfactory” or “very satisfactory” towards hostel service in the designated questionnaire}}{\text{Total no. of designated questionnaire completed by parents/ guardians/ referring workers *}} \times 100\%$$

* 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.

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