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.

_

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

Nature of service

- 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 referral to social services units as appropriate;
 - (b) support groups/ programmes organised for enhancing the life coping skills of the sexual minorities and their family members to face their challenges; and
 - (c) organising publicity of the hotline service to both the sexual minority community and the general public.

Target Users

4. The target 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 following performance standards:

Output Standard	Output Indicator	Agreed Level (per year)
1	Total number of hotline calls handled relating to enquiry on sexual minority and the related matters	350
2	Among (1), total number of hotline calls handled with counselling given	175

Output Standard	Output Indicator	Agreed Level (per year)
3.	Total number of support groups/ programmes ² organised for enhancing life coping skills/ releasing life stress for sexual minority and/ or their family members	4
4	Total number of publicity programmes/ talks/ exhibitions/ mobile enquiry counters or other related publicity activities	6

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; and
 - (b) The Service Operator should designate registered social workers with recognised degree / diploma in social work or counselling and at least two years' experience in social welfare services (direct work experiences with sexual minorities is preferable) to handle the hotline calls at any one time.

Quality

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

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 should serve a larger size of participants and is usually held on one-off basis or less than 3 sessions.

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 to deliver the service. 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 recognized fee income, if any.
- 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 actual subvention allocation will also be adjusted in accordance with date of commencement of service and proposals regarding phased admission scheduled, if applicable. 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 and confirmation of commencement of service, 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.

V. Validity Period

- 15. This FSA is valid for a time-defined period. Should the Service Operator be in breach of any terms of condition of this FSA 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 FSA by giving 30 days' notice in writing to the Service Operator.
- 16. 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.

17. 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.

VI. Other References

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