

**Funding and Service Agreement <sup>1</sup>  
(Lump Sum Grant)**

**Support Programme for Enhancing Peaceable Relationship (SPeaR)**

**I Service Definition**

**Introduction**

The Support Programme for Enhancing Peaceable Relationship (SPeaR) was originally named as Educational Programme on Stopping Domestic Violence (EPSDV) which is a 6-hour educational programme launched in October 2013 and is run in 5 clusters <sup>Note 1</sup>. It aims at providing an early and flexible intervention for batterers and high conflicting couples in order to prevent and stop spouse/cohabitant battering as well as to cope with the crisis arising from the violence incidences and improve the intimate relationship. Subsequent to service enhancement, the Service is renamed and additional support services are provided for children who have witnessed or been exposed to domestic violence <sup>Note 2</sup> and victims of domestic violence, with a view to protecting children from harm. Preventive measures in heightening public awareness on intimate partner violence and dating violence are also crucial to curb the problem in the long run and are also one of the components of this Service.

**Purpose and Objectives**

2. While the purpose of SPeaR are to help the batterers/ potential batterers of high conflicting couples change their attitude and behaviours that have led/may lead to domestic violence, and to provide support for children who have witnessed or been exposed to domestic violence, the objectives of SPeaR are -

- (a) to provide brief and skill-based intervention to the batterers/potential batterers <sup>Note 3</sup> in helping them stop using violence towards spouse/cohabitant/dating partner, cope with the crisis arising from their violent behaviour, and improve their relationship with their spouses/cohabitants/dating partners;
- (b) to provide support for children witnessing or being exposed to intimate partner violence/children of the potential batterers of intimate partner violence and victims of intimate partner violence and to enhance their life skills in addressing

---

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

unfavourable circumstances through individual and/or group educational programmes, etc.;

- (c) to provide support for batterers/potential batterers as well as their spouses/cohabitants and/or children in enhancing the family relationship and strengthening the cohesion through educational and/or support programmes; and
- (d) to promote peaceable relationship between couples/intimate partners/dating partners and to heighten the public's awareness on intimate partner violence through enhancing understanding on intimate partner violence and dating violence.

### **Service Nature and Contents**

3. Easily accessible and readily available services for batterers/potential batterers, children who have witnessed or been exposed to intimate partner violence/children of potential batterers of intimate partner violence and victims of intimate partner violence should be offered so as to facilitate early intervention and easy participation of target service users in need.

4. No premises will be offered by the Social Welfare Department (SWD). The Service Operator shall provide premises for daily administration of the service with its own resources and identify suitable venues for running groups/programmes in the community and the premises should be allowed for welfare and non-industrial purpose in compliance with the land lease, tenancy agreement and other tenancy-related issues. The Service Operator must maintain the premises, furniture and equipment in a condition that provides a safe physical environment free from obstruction, building safety hazards and fire risk for the protection of service users, participants, staff and visitors.

5. Services to be provided are —

- (a) a 6-hour educational programme provided for batterers/potential batterers on basic and practical knowledge and skills in handling anger and resolving conflict with spouse/cohabitant/dating partner with great flexibility that it could be run in group or individual sessions with interpretation service provided if needed;
- (b) a 4-hour educational programme provided for children witnessing or being exposed to intimate partner violence/children of potential batterers of intimate partner violence on emotional management and problem solving skills relating

to intimate partner violence with great flexibility that it could be run in group or individual sessions with interpretation service provided if needed;

- (c) support/educational programmes for batterers/potential batterers and their families aiming at enhancing their family relationship and strengthening the family cohesion;
- (d) promotional and/or educational programmes aiming at cultivating public awareness, conveying the concepts of prevention of intimate partner violence and dating violence; and
- (e) referrals for appropriate welfare services.

**Target Service Users**

6. Target service users of SPeaR include the following —

- (a) adult batterers who are currently or have been involved in spouse/cohabitant battering or dating violence where the risk still exists;
- (b) adult potential batterers who are having high conflicts with their spouse/cohabitant/dating partner and high risks of perpetrating violence towards each other;
- (c) people with specific ethnic cultures and/or different sexual orientations (interpretation service will be provided if needed);
- (d) children who have witnessed or been exposed to intimate partner violence/ children of potential batterers of intimate partner violence and victims of intimate partner violence; and
- (e) general public with interest in knowing more about intimate partner violence and dating violence.

**Referrals**

7. The target service users can self-approach the Service Operator or can be referred by social workers, school personnel, staff of other government departments, professionals working with victims of intimate partner violence or children

witnessing/being exposed to intimate partner violence/children of potential batterers of intimate partner violence, etc., for services as appropriate.

**Fee Charging**

8. The Service Operator should provide service under SPearR free of charge.

**II Service Performance Standards**

9. The Service Operator is required to achieve the service performance standards in specified clusters as shown below:

**Essential Service Requirements**

- Staffing requirement includes registered social workers at the rank of Assistant Social Work Officer and Social Work Officer.
- The operation and supervision of groups/programmes should be managed by registered social workers.
- Facilitators of the 6-hour educational programme should possess a degree or above in social work/clinical psychology and with a minimum of 2 days’ (16 hours) training on management of domestic violence and 3 years of post-qualification work experience in the relevant field.
- To make first contact <sup>Note 4</sup> with the service user within 10 working days upon receipt of application or referral.
- Interpretation service should be provided when needed.

**Service Outputs**

<u>Service Output Standard</u>	<u>Service Output Indicators</u>	<u>Agreed Level (per year)</u>
1	Total number of EPSDV completers <sup>Note 5</sup> served	45 <sup>Note 6</sup>
2	Percentage of EPSDV completers having completed 75% of the Programme <sup>Note 7</sup>	80%
3	Total number of service promotion <sup>Note 8</sup> for professionals/the public	10

<u>Service Output Standard</u>	<u>Service Output Indicators</u>	<u>Agreed Level (per year)</u>
4	Total number of children <sup>Note 9</sup> witnessing or being exposed to intimate partner violence/children of potential batterers of intimate partner violence served	32 <sup>Note 10</sup>
5	Total number of support/educational programmes <sup>Note 11</sup> for batterers/potential batterers with victims and/or children witnessing or being exposed to intimate partner violence	4
6	Total number of referrals <sup>Note 12</sup> made for service users <sup>Note 13</sup> to receive community support services <sup>Note 14</sup>	10
7	Total number of educational programmes /experience sharing sessions on promoting awareness of intimate partner violence and/or dating violence for professionals/the public <sup>Note 15</sup>	4

**Service Outcomes**

<u>Service Outcome Standard</u>	<u>Service Outcome Indicators</u> <sup>Note 16</sup>	<u>Agreed Level (per year)</u>
1	Percentage of EPSDV completers who have acquired basic skills in stopping the use of violence <sup>Note 17</sup>	85%
2	Percentage of EPSDV completers who are satisfied with the Programme delivered to them <sup>Note 18</sup>	80%
3	Percentage of service users <sup>Note 13</sup> who consider the service helpful in coping with their stress/difficulties arising from intimate partner violence <sup>Note 19</sup>	75%
4	Percentage of service users <sup>Note 13</sup> who consider the service helpful in enhancing their family relationship and cohesion <sup>Note 20</sup>	75%
5	Percentage of participants <sup>Note 21</sup> who consider the educational programmes/experience sharing sessions helpful in enhancing their understanding of intimate partner violence/dating violence <sup>Note 22</sup>	75%

**Service Quality Standards**

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

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

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

**IV Basis of Subvention**

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

**Funding**

13. An annual subvention will be allocated on a Lump Sum Grant (LSG) mode 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 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.

14. In receiving 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, other guidelines, management letters and correspondence in force as issued by the SWD on subvention policies and procedures. 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 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**

15. Upon the Service Operator's acceptance of the FSA, payment of 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 service and make them available for inspection by the Government representative.

17. The Service Operator shall submit to the SWD the Annual Financial Report (AFR) as reviewed and the annual financial statements of the non-governmental organisation (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 NGOs, 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**

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 “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**

20. 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 the expiry of such notice, terminate this FSA by giving 30 days’ notice in writing to the Service Operator.

21. Where there is any change to the service 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.

22. Continuation of service for the next term will be subject to 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.

23. 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**

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



**Explanatory Notes :**

Note 1 The programme is provided according to the following 5 service clusters:

<b>Cluster</b>	<b>Service Delivery Areas</b>
A	Central & Western, Southern, Islands, Eastern and Wan Chai
B	Kwun Tong, Wong Tai Sin and Sai Kung
C	Kowloon City, Yau Tsim Mong, Sham Shui Po, Tsuen Wan and Kwai Tsing
D	Sha Tin, Tai Po and North
E	Yuen Long and Tuen Mun

Participants can choose to attend the Programme in any service cluster according to their needs and preferences.

Note 2 Under the SPeaR service, domestic violence is referring to intimate partner violence.

Note 3 Potential batterers refer to high conflicting couples who are having risk of battering violence in an intimate partner or dating relationship.

Note 4 First contact includes action(s) taken with an attempt to make the first contact such as home visit, office interview, telephone call, letter, etc. but excluding the acknowledgement of receipt to referrer.

Note 5 EPSDV completers refer to participants who have completed the 6-hour educational programme, covering four core areas including understanding the nature and consequences of domestic violence, emotional management (including anger management), communication skills (including conflict resolution) and introduction of other services for batterers/potential batterers to help them sever from battering, regardless of his/her rate of attendance and the delivery mode which could be conducted on different days or as one day programme. Completers having joined any 6-hour sessions, either basic or enrichment programme, should be counted as one case.

Note 6 If the actual service output of the OS1 has reached the range of (i) 105% to below 115% or (ii) 115% or above of the agreed level, the agreed level for OS3 may be adjusted downward by 25% and 50% respectively. On the contrary, if the actual service output of the OS1 has reached the range of (iii) 90% to below 100% or (iv) 80% to below 90%, which is below the agreed level and provided that no case in need of the service will be

turned away, the agreed level for OS3 may be adjusted upward by 25% and 50% respectively. For details, please refer to the table below. Conversion mechanism is subject to review.

<b>Conversion mechanism for OS1 in conjunction with OS3</b>					
<i>(at 31 Mar of current financial year)</i>					
<b>OS (Agreed level)</b>	<b>Range</b>	<b>Actual Service Output</b>	<b>OS ( Agreed level)</b>	<b>Adjusting %</b>	<b>Actual Service Output</b>
OS1 (45)	≥115%	≥52	OS 3 (10) <i>(adjusting downward)</i>	50%	5
	≥105% - <115%	47-51		25%	7
OS1 (45)	≥100% - <105%	45-46	OS 3 (10) <i>(No adjustment)</i>		
OS1 (45)	≥90% - <100%	41-44	OS3 (10) <i>(adjusting upward)</i>	25%	12
	≥80% - <90%	36-40		50%	15

Note 7 Percentage of EPSDV completers having completed 75% of the Programme

$$= \frac{\text{Number of EPSDV completers having joined at least 4.5 hours out of the 6-hour educational programme in a year}}{\text{EPSDV completers served in a year}} \times 100\%$$

Note 8 Refers to one-off programme targeted at promoting the service of SPeaR, including programmes without specific number of participants such as carnivals and exhibitions. For educational programmes/experience sharing sessions with elements of promoting SPeaR, it should not be counted as a service promotion.

Note 9 Refer to children witnessing or being exposed to intimate partner violence/children of potential batterers of intimate partner violence who have completed 75% of the 4-hour educational programme, covering two core areas including emotional management and problem solving skills relating to intimate partner violence. The treatment programme could be held on different days or as one day programme. A child having joined any 4-hour sessions, either basic or enrichment programme, should be counted as one case.

Note 10 If the actual service output of the OS4 has reached the range of (i) 105% to below 115% or (ii) 115% or above of the agreed level, the agreed level for OS7 may be adjusted downward by 25% and 50% respectively. On the contrary, if the actual service output of the OS4 has reached the range of (iii) 90% to below 100% or (iv) 80% to below 90%, which is below the agreed level and provided that no case in need of the service will be turned away, the agreed level for OS7 may be adjusted upward by 25% and 50% respectively. For details, please refer to the table below. Conversion mechanism is subject to review.

<b>Conversion mechanism for OS4 in conjunction with OS7 (at 31 Mar of current financial year)</b>					
<b>OS (Agreed level)</b>	<b>Range</b>	<b>Actual Service Output</b>	<b>OS (Agreed level)</b>	<b>Adjusting %</b>	<b>Actual Service Output</b>
OS4 (32)	≥115%	≥37	OS 7 (4) <i>(adjusting downward)</i>	50%	2
	≥105% - <115%	34-36		25%	3
OS4 (32)	≥100% - <105%	32-33	OS 7 (4) <i>(No adjustment)</i>		
OS4 (32)	≥90% - <100%	29-31	OS7 (4) <i>(adjusting upward)</i>	25%	5
	≥80% - <90%	26-28		50%	6

Note 11 Refer to programmes with purposeful activities aiming at enhancing the family relationship and family cohesion. The activities can be one-off or at least two sessions (serving a small group with at least 6 participants).

Note 12 Referrals refer to verbal or written referrals including letters, reports and/or case summaries.

Note 13 Service users refer to batterers/potential batterers, children witnessing or being exposed to intimate partner violence/children of potential batterers of intimate partner violence and victims of intimate partner violence.

Note 14 Community support services refer to services rendered in addition to SPearR, including referrals for FCPSU/IFSC/ISC services, and for crisis intervention, clinical psychological services, financial assistance, after-care services of mutual aid group or individual follow-up for 3 months provided by the same agency and extended Batterer Intervention Programme (BIP) run by the SWD or NGO(s).

Note 15 Excluding programmes without specific number of participants such as carnivals and exhibitions.

Note 16 Service Outcome Standards are measured by questionnaire designed by the Service Operator as agreed by the SWD. The effectiveness of and satisfaction towards the programme organised should be measured by a 5-point scale covering the range from “Strongly Agree” to “Strongly Disagree” with one of the scales as “No comment”, which will neither be counted as agree nor disagree in the calculation of the Service Outcome Standards. The questionnaire should measure the service outcome as stated below :

- For EPSDV completers, the questionnaire should at least cover outcome measurement of OC1 to 3.
- For children who have witnessed or been exposed to intimate partner violence/ children of potential batterers of intimate partner violence and victims of intimate partner violence joining any educational/support programmes, as well as for batterers/potential batterers joining support programmes, the questionnaire should at least cover the outcome measurement of OC3 to 4.
- For professionals/the general public joining the educational programmes/experience sharing sessions of OS7, the questionnaire should at least cover the outcome measurement of OC5.

Note 17 Percentage of EPSDV completers who have acquired basic skills in stopping the use of violence

$$= \frac{\text{Number of EPSDV completers who have acquired basic skills in stopping the use of violence in a year}}{\text{Number of EPSDV completers served in a year who have completed the survey on evaluation on their acquirement of basic skills in stopping the use of violence}} \times 100\%$$

Note 18 Percentage of EPSDV completers who are satisfied with the Programme delivered to them

$$= \frac{\text{Number of EPSDV completers who are satisfied with the Programme* in a year}}{\text{Number of EPSDV completers served in a year who have}} \times 100\%$$

completed the survey on evaluation on their satisfaction towards the Programme

\* Programme refers to the 6-hour educational programme

Note 19 Percentage of service users who consider the service helpful in coping with stress/difficulties arising from intimate partner violence

$$\frac{\text{Number of service users who consider the service helpful in coping with their stress/difficulties arising from intimate partner violence in a year}}{\text{Number of service users served in a year who have completed the survey on evaluation on the effectiveness in coping with their stress/difficulties arising from intimate partner violence}} \times 100\%$$

Note 20 Percentage of service users who consider the service helpful in enhancing their family relationship and cohesion

$$\frac{\text{Number of service users who consider the service helpful in the enhancement of family relationship and cohesion in a year}}{\text{Number of service users served in a year who have completed the survey on evaluation on the effectiveness in the enhancement of their family relationship and family cohesion}} \times 100\%$$

Note 21 Participants refer to professionals/the general public who have joined the educational programmes/experience sharing sessions on intimate partner violence/dating violence.

Note 22 Percentage of participants who consider the educational programmes/experience sharing sessions helpful in enhancing their understanding of intimate partner violence/dating violence

$$\frac{\text{Number of participants who consider the service helpful in enhancing their understanding on intimate partner violence/dating violence in a year}}{\text{Number of participants served in a year who have completed the survey on evaluation on the effectiveness in enhancing their understanding of intimate partner violence/dating violence}} \times 100\%$$