

Funding and Service Agreement¹

Foster Care

I Service Definition

Introduction

Foster care is a kind of residential child care services which provides out-of-home family care for children who cannot be adequately cared for by their families due primarily to various family problems or crises. These children are placed in approved foster homes which are under the supervision of the service operator.

Purpose and objectives

Foster care aims at providing temporary family care to children until they can return to their families or receive a long-term alternative living arrangement.

The objectives of foster care are :

- to provide substitute care for children in a stable and safe 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
- to encourage the development of potential, responsibility, self-esteem and self-care of the children in care

Nature of service

The services provided include :

(a) Physical and basic care :

- accommodation in an ordinary family
- physical care 24 hours per day, preferably by a married couple (referred to as “foster parents”). The foster parents assume overall responsibility for the foster child’s care, under the close supervision and guidance of the foster care worker

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

- sufficient and varied food to meet the needs of the foster child
 - basic clothing items
 - toys, books and equipment appropriate to the child's age
- (b) Services meeting individual needs :
- supervising daily activities and routines, for example, schooling, homework, etc.
 - liaising with significant others involved in the foster child's placement, for example, schools, the family/guardian, referring agency, etc. to ensure achievement of the individual work plan
 - encouraging and facilitating contact with the family/guardian and arranging home leave to prepare the foster child for future home restoration
- (c) Welfare planning and counselling :
- development and review of individual welfare plans, in conjunction with relevant others involved in the foster child's placement, through regular case discussions or review meetings
 - counselling and support to meet the foster child's developmental needs
- (d) Social and recreational activities :
- arranging a variety of age-appropriate social and recreational activities, including participation in activities as an integrated family group
 - providing opportunity to cultivate foster child's own aptitudes and interests

Target group

The target group is children under 18 years of age 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 care in an ordinary family setting.

Referrals are via the Central Foster Care Unit operated by SWD.

Capacity of Foster Home

The number of foster children placed in a foster home should be in accordance with the capability of the home and the needs of the foster children.

II Performance Standards

The service operator will meet the following performance standards :

Outputs

<u>Output Standard</u>	<u>Output Indicator</u>	<u>Agreed Level</u>
1	Average enrolment rate ^{Note 1} within 1 year (SWD will take into consideration the availability of referrals and foster homes should the target percentage not being met)	80%
2	Rate of achieving scheduled case reviews ^{Note 2} within 1 year	90%
3	Rate of achieving individual work plans ^{Note 3} within 1 year	90%
4	Percentage of cases having completed the agreed placement plans ^{Note 4} within 1 year	80%
5	Number of home assessment reports conducted ^{Note 5} in 1 year (SWD will take into consideration the number of applications received and the number of home assessment required by Central Foster Care Unit should the target level not being met.)	3
6	Number of in-service training programmes provided ^{Note 6} in 1 year	1

Outcomes

<u>Outcome Standard</u>	<u>Outcome Indicator</u>	<u>Agreed Level</u>
1	Percentage of children who have demonstrated improvement in their self care abilities ^{Note 7}	75%
2	Satisfaction rate of the children in care ^{Note 8}	75%
3	Satisfaction rate of the birth parents or guardians ^{Note 9}	70%

(Key on definitions attached at the end of this Agreement)

Remarks: There are different additional output/outcome standards committed by individual operators.

Essential service requirements

- Registered social worker ^{Note 10}
- 24-hour care per day for the foster children
- Sufficient and varied food appropriate to the child’s age
- Service operation to comply with the Manual of Procedures for Foster Care Service

Quality

Service operators will meet the requirements of the 16 Service Quality Standards (SQSs).

III Obligations of SWD to Service Operators

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

In addition, the SWD will meet the following service-specific standards of performance. The actual performance of the department in relation to these obligations is expected to affect the ability of the service operator to meet its required

standards of performance.

- to provide a written referral from the Central Foster Care Unit within 7 working days of written notification of a vacancy, providing there is a referral with updated and completed information in hand
- to approve foster homes and ensure the provision of a pool of varied and sufficient foster homes

IV Basis of Subvention

The basis of subvention is set out in the offer and notification letters issued by the SWD to the service operator.

Funding

An annual subvention will be allocated on a Lump Sum Grant (LSG) mode to the service operator for a time-defined period (*applicable to time-defined projects only*). This lump sum has taken into account 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 recognized fee income, if any. Rent and rates in respect of premises recognized by SWD for delivery of the subvented activities will be reimbursed separately on an actual cost basis.

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 and relevant correspondence in force issued by the SWD on the use of subventions. The LSG will be subject to adjustments including salary adjustments in line with civil service pay adjustment and other charges in line with government-wide price adjustment factor. The actual subvention allocation will also be adjusted in accordance with date of commencement of service and proposals regarding phased admission schedule, 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

Upon the service operator's acceptance of the FSA and confirmation of the commencement of service, payment of the LSG subventions will be made on a monthly basis.

The service operator is responsible for maintaining an effective and sound financial management system, including budget planning, projection, accounting, 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.

The service operator has to submit Annual Financial Report (AFR) and statements reviewed by a certified public accountant holding a practicing certificate as defined in the Professional Accountants Ordinance (Chapter 50) and signed by two authorised representative 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 (*Applicable to time-defined projects only*)

This FSA is valid for a time-defined period as specified in the offer and notification letters issued by the SWD to the service operator. 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.

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.

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.

VI. Other References

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 to all these documents will be closely monitored by SWD.

Keys **Illustrations/Definitions**

Note 1 **Enrolled cases** refer to cases in placement (including those having their home leaves).

Enrolment rate refers to the percentage of enrolled cases over the service provision.

The calculation of **Average enrolment rate** within 1 year

$$= \frac{\text{Total no. of month-end enrolled cases of 12 months}}{\text{Sum of month-end capacity}} \times 100\%$$

Note 2 **Scheduled case review** refers to case conference initiated by the operator and shall meet the following criteria :

- (a) *Participants* include foster care worker, referring worker, the child who is of reasonable age to participate, where appropriate, parents/foster parent/teacher/clinical psychologist, etc., should also be involved;
- (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 kept;
- (d) there is *follow-up* action; and
- (e) the **frequency of case review** is set at *twice per year* for individual child. The 1st review would be conducted for every foster child within the first 3 months. The 2nd and subsequent review would be conducted once every 6 months counting from the date of conducting the last review.

Achieving scheduled case reviews refers to scheduled case reviews “completed”.

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 Individual work plan refers to the plan conducted by the operator 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. The no. of individual work plan is set at *two per case review* for individual child.

Achieving individual work plan refers to individual work plans completed.

The calculation of **Rate** of achieving individual work plans

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

Note 4 Placement plan refers to the overall objective of the foster care placement. It includes the placement period and arrangement for the child after the placement, e.g. family reunion, adoption, independent living, etc. The placement plan should be formulated before or at the beginning of the placement, and may be fine-tuned during the case review meeting or discussion with the consents of all parties concerned, including the referring worker, birth parents, foster care worker and the child himself/herself unless he/she aged below 4 or is regarded having mental incompetence.

Agreed placement plan completed refers to the overall objective of the foster care placement achieved within the specific time frame.

The calculation of **Percentage of cases having completed the agreed placement plans**

$$= \frac{\text{No. of children discharged with agreed placement plans completed}}{\text{Total no. of placements discharged during the period}} \times 100\%$$

Note 5 **Number of home assessment reports conducted** refers to the number of home assessment reports completed and forwarded to the Central Foster Care Unit of SWD.

Note 6 **Number of in-service training programmes provided** refers to the number of in-service programmes, which the agency self-organises and/or assists the Central Foster Care Unit to deliver for the serving foster parents, who may be supervised by the operator itself or other NGOs.

Note 7 Children’s improvement in their self care abilities are measured through the designated questionnaire FCQ1 upon admission and discharge from foster care

The calculation of **Percentage of children who have demonstrated improvement in their self care abilities** is:

$$= \frac{\text{No. of children who are assessed as “improved a lot” or “somewhat improved” in the overall self care abilities upon discharge from foster care}}{\text{Total no. of children discharged during the period}} \times 100\%$$

Note 8 Children’s satisfaction towards the foster care placements is measured through the designated questionnaire FCQ2 for each foster child upon discharge from foster care. Upon compromises between referring worker and foster care worker, children of young age or having been regarded as mental incompetence should not be required to fill the questionnaire.

The calculation of **Satisfaction rate of the children in care** is:

$$= \frac{\text{No. of children indicated “satisfactory” or “very satisfactory” towards their overall foster living upon discharge from foster care}}{\text{Total no. of children completing FCQ2 during the period}} \times 100\%$$

Note 9 Birth parents’ satisfaction towards the foster care placements is measured through the designated questionnaire FCQ3 upon discharge from foster care. Only 1 questionnaire is required for each foster care placement and birth parents should compromise between themselves for giving a coordinated return.

The calculation of **Satisfaction rate of the birth parents** is:

$$= \frac{\text{No. of birth parents indicated “satisfactory” or “very satisfactory” towards foster care service upon children’s discharge from foster care}}{\text{Total no. of birth parents completing FCQ3 during the period}} \times 100\%$$

Note 10 Registered Social Worker refers to the definition governed by the Registration of Social Workers Ordinance (Chapter 505).