

Funding and Service Agreement¹

Foster Care (Emergency)

I Service Definition

Introduction

Foster Care (Emergency) provides family care to children aged below 18 in need of urgent residential care. It aims at providing **immediate** and **short-term** care to children whose parents cannot care for them in their own family because of emergency or crisis situation such as sudden illness, hospitalization, desertion, or death etc.

Purpose and objectives

Emergency situation means “unplanned, unforeseen and sudden” family crisis; and Foster Care (Emergency) provides immediate family care to children in urgent need of residential placement. The placement, normally lasting from 1 day to a maximum of 6 weeks, aims at providing a temporary or tide-over family care arrangement before an alternative caring arrangement is achieved.

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
- sufficient and varied food to meet the needs of the foster child
- basic clothing items

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

- 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 welfare plan
 - encouraging and facilitating contact with the family/guardian to prepare the foster child for future home restoration.
- (c) Welfare planning and counselling :
- development of individual welfare plans, in conjunction with relevant others involved in the foster child's placement, through case discussions or 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

Target group

The target group is children under 18 years of age whose families face emergency or crisis situation and cannot provide them with adequate care. This may include 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 sent to foster care agency providing Foster Care (Emergency), and copied to Central Foster Care Unit.

Capacity of Emergency Foster Home

The number of foster children placed in an emergency 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 placement occupancy rate ^{Note 1} within 1 year	80%
2	Rate of achieving specified processing time ^{Note 2} , i.e. 3 days, within 1 year	80%
3	Rate of acceptance of referrals ^{Note 3} within 1 year	100%
4	Percentage of cases having completed the agreed placement plans ^{Note 4} within 1 year	90%
5	Number of home assessment reports conducted ^{Note 5} in 1 year	2
	(SWD will take into consideration the number of application received from and the number of home assessment required by the Central Foster Care Unit should the target level not being met.)	
6	Number of pre-service training programmes provided ^{Note 6} in 1 year	3
	(SWD will take into consideration the number of newly registered homes should the target level not being met.)	
7	Number of in-service training programmes provided ^{Note 7} in 1 year	1

Outcomes

<u>Outcome Standard</u>	<u>Outcome Indicator</u>	<u>Agreed Level</u>
1	Percentage of children having been more emotionally stable after the placement ^{Note 8}	80%
2	Satisfaction rate of the children in care ^{Note 9}	80%

3 Satisfaction rate of the birth parents or guardians ^{Note 10} 80%

(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 11}
- 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 FSA Generic Section.

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 approve foster homes and ensure the provision of a pool of varied and sufficient emergency foster homes.

IV Basis of Subventions²

The basis of subvention is set out in the offer and notification letters issued by the

² This Funding and Service Agreement (FSA) is a sample document for reference only, and there are shorter versions of Sections IV, V, VI in some FSAs.

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 as specified in the offer and notification letters issued by the SWD to the service operator (*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 and the LSG Circulars in force 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 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 Funding and Service Agreement (FSA), payment of the LSG subventions will be made on 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 registered under the Professional Accountants Ordinance (Cap 50) in accordance with the requirements as stipulated in the latest LSG Manual and LSG Circulars in force. The AFR should be prepared on cash basis and non-cash items like 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.

Notes & Definitions:

Keys

Illustrations/Definitions

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

The calculation of **Rate of placement occupancy** within 1 year

$$= \frac{\text{Sum of daily enrolment } ^{\textcircled{a}} \text{ during the year}}{\text{Capacity x no. of operating days in the year}} \times 100\%$$

[ⓐ] Daily enrolment is counted to include children on sick/home leave or pre-discharge leave.

Note 2 **Specified processing time** refers to the maximum time allowed before a definite reply on the outcome of referral is given to the referrer.

Rate of achieving specified processing time refers to the percentage of referrals for which definite replies are given within the specified processing time. It is derived from:

$$= (\text{No. of referrals with definite replies given within the specified processing time} \div \text{total no. of referrals received during the period}) \times 100\%$$

Note 3 **Rate of acceptance of referrals** refers to the percentage of eligible referrals that are given acceptance-in-principle, disregarding those cases not accepted due to full enrolment* or no suitable home available #. It is derived from:

$$= \left\{ \text{no. of referrals given acceptance-in-principle} \div (\text{total no. of referrals received during the period} - \text{no. of referrals not accepted due to full enrolment or no suitable home available}) \right\} \times 100\%$$

* “Full enrolment” refers to the situation when all the placement quota/subvention is used up.

“No suitable home” refers to the situation when

- (1) the age preference and locality of the EFC homes available in the home pool did not match with that of the child under referral; and
- (2) the EFC home available in the home pool did not meet the needs of the child.

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

Agreed placement plan completed refers to the overall objective of the foster care placement is achieved upon discharge from foster care

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

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

- 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 pre-service training programmes provided** refers to the number of pre-service programmes, with contents designed and participants enrolled by the Central Foster Care Unit, completed for the newly registered emergency foster parents.
- Note 7** **Number of in-service training programmes provided** refers to the number of in-service programmes, which the agency self-organises and/or assists Central Foster Care Unit to deliver for the serving foster parents, who may be supervised by the operator itself or other NGOs.
- Note 8** **Children's emotional conditions** are measured through the designated questionnaire EFCQ1 upon admission and discharge from foster care

The calculation of **Percentage of children having been more emotionally stable after the placement** is:

$$= \frac{\text{No. of children assessed as "improved a lot" or "somewhat improved" in their overall emotional performance upon discharge from foster care}}{\text{Total no. of children discharged during the period}} \times 100\%$$

- Note 9** **Children's satisfaction towards the emergency foster care placements** is measured through the designated questionnaire EFCQ2 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:

$$= \frac{\text{No. of children indicated "satisfactory" or "very satisfactory" towards their overall foster living upon discharge from foster care}}{\text{Total no. of children completing EFCQ2 during the period}} \times 100\%$$

Note 10 **Birth parents' satisfaction towards the foster care placements** is measured through the designated questionnaire EFCQ3 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:

$$= \frac{\text{No. of birth parents indicated "satisfactory" or "very satisfactory" towards foster care service upon children's discharge from foster care}}{\text{Total no. of birth parents completing EFCQ3 during the period}} \times 100\%$$

Note 11 **Registered Social Worker** refers to the definition governed by the Registration of Social Workers Ordinance (Chapter 505).