

FUNDING AND SERVICE AGREEMENT¹**Child Care Centre Service**
(For Child Care Centre operated on time-defined basis)**(A) Service Definition****(1) Introduction**

Child care centre (CCC) service offers day care to children aged from birth to under three years. In order to meet the developmental needs of the child and support the family, care and education services are offered in the child care centre.

(2) Purpose and Objectives

The purpose of CCC service is to provide care, stimulation and learning opportunities to enhance the overall development of the children and to support the family.

The objectives of CCC service are -

- (a) to provide day care for children in a safe, nurturing, stimulating and learning environment to enhance their growth and developments; and
- (b) to provide a balanced programme to foster the physical, intellectual, language, social and emotional development of the children.

(3) Service Nature and Contents

- (a) CCC service is to be provided by child care staff who are caring and responsible, in a safe, healthy and stimulating environment. The range of services to be provided are -
 - (i) a balanced and flexibly designed programme with ongoing objective and systematic report and review of the children's progress and the curriculum. The programme should include a variety of care-giving, play, exploratory and learning activities to meet the various developmental needs of the children which aims –

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

- to enable children to develop trust in others and to help them build up a sense of safety and confidence;
 - to stimulate children's interest to take part in all kinds of play, exploratory and learning activities;
 - to promote children's physical development of gross and fine motor skills;
 - to arouse children's interest and curiosity in their surroundings and to help children learn through imitation and experience;
 - to develop children's verbal skills, expand their vocabulary, and help them express their feelings;
 - to develop children's ability of observing routine schedule and help them develop good habits; and
 - to foster children's self-care habits, for example, toilet training, training on self-feeding and dressing, etc.
- (ii) physical care appropriate to the age and needs of the children, which include diapering, feeding, cleaning, dressing, etc.;
- (iii) sufficient and varied food appropriate to the age and needs of the children;
- (iv) arrangement of daily health inspection of children on arrival, and keeping of health record; and
- (v) arrangement of appropriate schedule of sleep and rest.
- (b) Parental participation to facilitate communication with parents for promoting learning and development in the children is encouraged.

(4) **Target Service Users**

The target service users for CCC service is young children aged from birth to under three years. Children from families with social needs for child care would be given priority consideration.

(B) Service Performance Standards**(5) Essential Service Requirements**

The Service Operator must comply with the following essential service requirements –

- (a) Service hours are from 8:00 a.m. to 6:00 p.m. on Mondays to Fridays and from 8:00 a.m. to 1:00 p.m. on Saturdays, except on the recognised school holidays² of the respective child care centre;
- (b) Child care supervisor, child care worker (CCW) and supporting staff are essential staff of the service. The staffing of CCWs will be in accordance with the enhanced manning ratios (i.e. 1 CCW to 6 children aged under two years and 1 CCW to 11 children aged two to three years); and
- (c) All services have to comply with the Child Care Services Ordinance and Regulations and also the relevant Operation Manual.

(6) Service Output and Outcome Standards

The Service Operator is required to meet the following performance standards:

Service Output

Service Output Standard (OS)	Service Output Indicator	Agreed Level
1	Average enrolment rate in a year	80%
2	Number of records on personal care routines of individual child during the day ^{Note 1}	once per child per session ^{Note 2}
3	Number of reports and reviews for individual child's developmental progress in a period of six months	once every six months per child

² Recognised school holidays refer to the non-opening days of the respective child care centre comprising annual vacation leave of staff and special activities to encourage parental participation (such as parents' day/meeting, parent-child activities, open day, graduation ceremony, festive season programmes/outings, etc.) being stipulated in the calendar/timetable recognised by the SWD.

4	Number of special activities organised to encourage parental participation in a year ^{Note 3}	2
---	--	---

Service Outcome

Service Outcome Standard (OC)	Service Outcome Indicator	Agreed Level
1	Percentage of parents / carers agreed that the service could provide a safe and sanitary environment and appropriate developmental activities for the children in a year ^{Note 4}	70%

(7) Service Quality Standards

The Service Operator shall meet the requirements of the 16 Service Quality Standards.

(C) Subvention

- (8) CCC service is subvented by the Social Welfare Department (SWD) in the form of subsidies, and the basis of subsidies is set out in the offer and notification letter issued by the SWD. The Government will not accept any liabilities or financial implications arising from the service other than the amount of subsidies as approved by the SWD.
- (9) The Service Operator is required to observe the rules of subvention/subsidies and accounting arrangements according to the prevailing Guidelines on Subvention and Subsidies for Aided Standalone Child Care Centres. As an organisation under the Lump Sum Grant (LSG) Subvention System, the Service Operator is also required to observe the rules of subvention according to the prevailing LSG Manual, circulars, guidelines, management letters and relevant correspondence issued by the SWD.
- (10) Payment of the subsidies will be made to the Service Operator upon the Service Operator's acceptance of the Funding and Service Agreement (FSA). Rent and rates in respect of the premises recognised by the SWD for delivery of the service will be reimbursed separately on an actual cost basis.

(D) Validity Period

- (11) This FSA is valid for a time-defined period. Should the Service Operator

breach any terms or 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 the SWD, the SWD may, after expiry of such notice, terminate this FSA by giving 30 days' notice in writing to the Service Operator.

- (12) 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.
- (13) Renewal of the FSA 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. The SWD reserves the right to reallocate the service.
- (14) 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.

(E) Others

- (15) In addition to this FSA, the Service Operator should also comply with the requirements according to the relevant Service Specifications, and the Service Operator's proposals and supplementary information, if any. Where these documents are in conflict, this FSA shall prevail.
- (16) In the event of any dispute or difference arising out of or in connection with the FSA, the SWD and the Service Operator shall first refer to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time. If the said dispute or difference is not settled by mediation, the SWD or the Service Operator may institute litigation/arbitration in respect of the said dispute or difference. The SWD and the Service Operator agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

Explanatory Notes

- Note 1 : **Personal care routines** include body-temperature taking, meals/snacks, sleep/rest and diapering/toileting.
- Note 2 : **Session** refers to either the morning or afternoon session.
- Note 3 : Examples of **special activities** to encourage parental participation are parents' meeting, parent-child activities, newsletter to parents, open day, etc.
- Note 4 : This outcome indicator is measured through the designated questionnaire for the parents/carers whose children have used the service during the financial year and who have completed the questionnaire on or before 31 March of each financial year. The rate in a year is computed as follows:

$$= \frac{\text{No. of completed questionnaires indicating that the parents/carers agreed that the service could provide a safe and sanitary environment and appropriate developmental activities for the children during the financial year}}{\text{Total no. of completed questionnaires during the financial year}} \times 100\%$$

- END -