

FUNDING AND SERVICE AGREEMENT¹**Organisation-based Extended Hours Service in Pre-primary Institutions****(A) Service Definition****(1) Introduction**

Extended Hours Service (EHS) is the provision of longer hours of child care service by extending the stay of the children beyond the normal operating hours of pre-primary institutions (PPIs) in which they are enrolled.

(2) Purpose and Objectives

The purpose of EHS is to provide a support service attached to the PPIs. The objectives of EHS are –

- (a) to serve as a safety net to prevent children from being left unattended; and
- (b) to meet parents' need for longer hours of child care centre service arising from contingencies, or their engagement in employment / re-training programmes / job-seeking activities.

(3) Service Nature and Contents

EHS is an ancillary service to the PPIs where the children are attended by familiar carers so as to ensure the proper provision of physical and emotional care in a safe environment. The provision of basic care for children should be the same as required in the individual PPIs concerned. A balanced programme should be designed according to the age and the developmental need of the children.

- (4) The Service Operator is required to provide EHS based on the distribution of places and the time schedules in the PPIs concerned under its management as agreed with the Social Welfare Department (SWD). Annually, the Service Operator has to review and adjust, as appropriate, the distribution of places and the time schedules in its PPIs in the light of the changes in service demand and the advice of the SWD.
- (5) The Service Operator should seek the endorsement of the SWD of the annual plan on the number of places and the time schedules in each of its PPIs in the coming school year. The total number of service hours in all these

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

institutions in a normal week (i.e. a calendar week without any public holiday and recognised school holiday) in each school year should be identical with that allocated by the SWD to the Service Operator **on an organisational basis**.

(6) Target Service Users

The target service users for EHS is children of the same age group enrolled to the programme of normal operating hours of the PPIs including the service users of Occasional Child Care Service. Applications for EHS could be made to the PPIs directly. Families with social need for EHS will be accorded priority. Service users with financial hardship and/or social needs could apply for the fee subsidy of the SWD under the designated scheme administered by the PPIs in accordance with the prevalent guidelines as advised by the SWD.

(B) Service Performance Standards

(7) Essential Service Requirements

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

- (a) Except for public holidays and recognised school holidays of the PPIs², the Service Operator is required to provide extended service hours in addition to the normal operating hours of individual PPIs at the time schedules as set out in the approval letter issued by the SWD to the Service Operator;
- (b) Qualified child care workers (CCWs) and/or qualified kindergarten teachers 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 six years); and
- (c) All services have to comply with the Child Care Services Ordinance and Regulations and also the relevant Operation Manual.

² Refer to the non-opening days of the pre-primary institutions 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 school calendar approved by the authority concerned.

(8) 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	Rate of attendance ^{Note 1} in a year (For performance between 50% and below 80%, between 20% and below 50%, and below 20%, additional promotional activities through individual contacts to introduce EHS in the form of telephone or face-to-face contacts should be provided to parents/carers' with the number of audience equivalent to 40%, 60%, 80% of children enrolment in the PPI respectively.)	80%

Service Outcome

Service Outcome Standard (OC)	Service Outcome Indicator	Agreed Level
1	Percentage of parents/carers' satisfaction rate towards the service in providing a safe and sanitary environment and appropriate care service for the children in a year ^{Note 2}	70%

(9) Service Quality Standards

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

(C) Subvention

- (10) The Service is subvented by the SWD under the Lump Sum Grant (LSG) Subvention System or Conventional Mode of Subvention, depending on the Service Operator's mode of receiving subvention. The basis of subvention

is set out in the notification letter issued by the SWD. The Service Operator is required to observe the rules of subvention according to the prevailing LSG Subvention Manual, the prevailing Guide to Social Welfare Subventions (only applicable to Service Operators receiving subvention under conventional mode), circulars, guidelines, management letters and relevant correspondence issued by the SWD. The Government will not accept any liabilities or financial implications arising from the Service other than the amount of subvention as approved by the SWD.

- (11) The amount of subvention has taken into account the personal emoluments of staff, including provident fund for employing qualified staff, and other charges (covering all other relevant operating expenses such as utilities, programme and administrative expenses, minor repairs and maintenance, employees' compensation insurance and public liability insurance, etc.) applicable to the operation of the Service and recognised fee income, if any.
- (12) Upon the Service Operator's acceptance of the Funding and Service Agreement (FSA), payment of subvention will be made on monthly basis for Service Operator under LSG mode of subvention or quarterly basis for Service Operator under conventional mode of subvention.

(D) Validity Period

- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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

- (17) In addition to this FSA, the Service Operator should also comply with the requirements according to the relevant Service Specifications, the Service Operator's proposals and supplementary information, if any. Where these documents are in conflict, this FSA shall prevail.
- (18) 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 : **Attendance** refers to the number of children receiving the service per session. Each morning or after-school session on Monday – Saturday refers to one session. A child whose service utilisation is less than, or the same as, or more than the maximum service hours in a session is counted as one sessional attendance. In this relation, the attendance rate in a year is computed as follows -

$$= \frac{\text{Total no. of sessional attendance in a year}}{\text{No. of place x total no. of sessions operating in the year}} \times 100\%$$

Note 2 : **Parents'/Carers' satisfaction** towards the service in providing a safe and sanitary environment and appropriate care service for the children 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 satisfaction rate in a year is computed as follows -

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

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