

FUNDING AND SERVICE AGREEMENT¹

Occasional Child Care Service

This Funding and Service Agreement (FSA) refers to the following three service types, where applicable, as ancillary service to pre-primary institutions including Child Care Centres and Kindergartens cum Child Care Centres -

- (1) Occasional Child Care Service with Family Support Activities in Pre-primary Institutions**
- (2) Occasional Child Care Service in Pre-primary Institutions**
- (3) Family Support Activities in Occasional Child Care Service Unit (Value-added) in Pre-primary Institutions**

(A) Service Definition

(1) Introduction

Occasional Child Care Service (OCCS) is a short-term child care service provided on a full-day, half-day or sessional basis in the pre-primary institutions listed above.

- (2)** Family Support Activities are provided in most of the OCCS units for parents/carers of young children under the age of six.

(3) Purpose and Objectives

The purpose and objectives of OCCS are -

- (a)** to serve as a safety net to provide a safe venue for children whose parents/carers have to stay away from home on occasions due to various personal commitments or sudden engagement; and
 - (b)** to minimise the risk of children being left unattended.
- (4)** The purpose and objectives of Family Support Activities are to enhance parents/carers' awareness and understanding of providing safe and proper care for their children.

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

(5) Service Nature and Contents

The children admitted for OCCS will be provided with the same care and activities as arranged under the daily programme in the pre-primary institutions listed above. The activities should be suitable to the age and development of the children. To minimise adjustment difficulty in a new environment, intensive care and attention to the children will be provided.

(6) Family Support Activities will be provided to parents/carers of children to enhance their awareness and understanding of providing safe and proper child care. They will take the form of structured group / programme / community activity.

(7) Target Service Users

The target service users include –

- (a) For OCCS, the target group is children of the same age group of the pre-primary institutions listed above requiring temporary care due to sudden engagement and various commitments of their parents/carers.
- (b) For Family Support Activities, the target group is parents/carers of children under the age of six who may or may not be the existing service users of the pre-primary institutions listed above.

(B) Service Performance Standards

(8) Essential Service Requirements

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

- (a) For OCCS, 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 Saturday, except on the recognised school holidays² of the pre-primary institutions listed above;

² Refer to the non-opening days of the pre-primary institutions due to recognised school holidays 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.

- (b) For OCCS, qualified child care workers and/or qualified kindergarten teachers and supporting staff are essential staff of the Service; and
- (c) All services have to comply with the Child Care Services Ordinance and Regulations and also the relevant Operation Manual.

(9) **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 ^{Note 1} of attendance ^{Note 2} in a year	50%
2	Number of units of family support activities ^{Note 3} in the form of structured group ^{Note 4} / programme / community activity ^{Note 5} in a year	4

Service Outcome

Service Outcome Standard (OC)	Service Outcome Indicator	Agreed Level
1	Percentage of parents/carers agreed that the service could provide appropriate care service for the children in a year ^{Note 6}	70%

(10) **Service Quality Standards**

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

(C) **Subvention**

- (11) The Service is subvented by the Social Welfare Department (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 letters 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.
- (12) 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.
- (13) Upon the Service Operator's acceptance of the 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

- (14) This FSA is valid for a time-defined period. Should the Service Operator breach of 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.
- (15) 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.
- (16) 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.

- (17) 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

- (18) 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 conflicts, this FSA shall prevail.
- (19) 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 Note

Note 1 The calculation of **Rate** of attendance within a year

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

Note 2 **Attendance** refers to the number of children receiving service per session. Each 2-hour occasional child care service is counted as 0.5 session. A half-day service refers to 1 session while whole-day service is counted as 2 sessions.

Note 3 Each **Activity/Session** should last for at least 1 hour with at least 6 participants.

Note 4 Every **2 Sessions of a Group** will be counted as 1 unit of family support activity.

Note 5 Refer to group / programme / community activities organised with purposeful activities for specific targets aiming at enhancing parents/carers' sense and awareness of proper and safe child care. The activities can be one-off (serving a large number of participants) or in several sessions (serving a small group with at least 6 participants).

Note 6 This outcome indicator is measured through the designated questionnaire for the parents/carers whose children have used OCCS 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 -

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

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