

FUNDING AND SERVICE AGREEMENT¹

After School Care Programme for Pre-primary Children

(A) Service Definition

(1) Introduction

The After School Care Programme for Pre-primary Children [ASCP(PC)] provides child care services for pre-primary children whose parents or carers are unable to take care of them before or after school hours.

(2) Purpose and Objectives

ASCP(PC) aims at providing child care and support services for pre-primary children whose parents or carers are working long, unstable and / or unconventional working hours, having financial and / or social hardship in securing care by their own means before or after school hours.

(3) Service Nature and Contents

The Service Operator shall provide, including but not limited to, the following services –

- (a) personal care, guidance in homework, skill learning and other social activities; and
- (b) parents' guidance and education.

(4) Target Service Users

- (a) children aged three to below six; or
- (b) children attending kindergarten.

(B) Essential Service Requirements

(5) The Service Operator must comply with the applicable essential service requirements.

- (a) the Service Operator shall take all reasonable steps to ensure that carers habitually providing care to service users are not prohibited persons as stipulated in the Child Care Services Ordinance (Cap 243);
- (b) the Service Operator shall observe relevant provisions under the Education Ordinance (Cap. 279) should the programme / activities involve education

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

elements. In addition, the Service Operator should ensure that the Service is primarily provided to service users using the Service on a regular basis;

- (c) at least one social worker² (as team leader) and two supporting staff (at the rank equivalent to Child Care Aide / Clerical Assistant or above) are essential staff of the Service;
- (d) the centre shall be open with a maximum of three sessions³ (i.e. morning session, afternoon session and evening session) in a day, and a minimum of two sessions and till at least 8:00 p.m. every weekday⁴ (except public holidays); and
- (e) a minimum of 14 places (to a maximum of 18 places subject to the availability of sufficient space and manpower as assessed by Service Operator) at any one time shall be provided during the opening hours of the centre.

(C) Service Performance Standards

(6) Service Output and Outcome Standards

The Service Operator is required to meet the service output and service outcome standards.

Service Output

Service Output Standard (OS)	Service Output Indicator	Agreed Level
1	Total number of opening sessions in a year ^(Note 1)	720
2	Total number of attendance in a year ^(Note 2)	7 560
3	Total number of programme / activity / group sessions on parenting, family relationship, or mutual support conducted for parents, or on service promotion conducted for potential service users, their families or referrers in a year ^(Note 3)	4

² A social worker refers to a person who is registered under the Social Workers Registration Ordinance (Cap 505) and holds a recognised degree or above in social work.

³ Each session shall last for at least two hours. Flexibility is given to service operators to extend the covering hours of each session, and / or propose opening sessions during Saturdays, Sundays or public holidays to address the local service need, subject to approval from SWD.

⁴ A weekday refers to any day from Monday to Friday.

Service Outcome

Service Outcome Standard (OC)	Service Outcome Indicator	Agreed Level
1	Satisfaction rate of service users in a year ^(Note 4)	80%
2	Satisfaction rate of parents in a year	80%

Notes and Definitions

- (Note 1)** The ASCP(PC) centre shall open at least 240 days in a year, excluding Saturdays, Sundays, public holidays and other special circumstances [365 days (in a year) - 104 days (Saturdays / Sundays) - 17 days (public holidays) - 4 days (centre closed under special circumstances, e.g. typhoon, etc.)]. The calculation is based on three opening sessions with a total of 10 hours per day during all weekdays, the minimum number of opening sessions is set for 720 (240 days × 3 sessions) with not less than 2 400 hours (240 days × 10 hours). The Service Operator may propose opening sessions during Saturdays, Sundays and / or public holidays.

- (Note 2)** A service user having joined at least two consecutive full hours in any session may be counted as having one attendance. Assuming that the minimum level of service utilisation is 75%, and a minimum of 14 places should be provided at any one time during the opening hours, there will be 10.5 children for each session (14 × 75%). The total number of attendance in a year is therefore set for 7 560 (720 session × 10.5 per session).

- (Note 3)** Each programme / activity / group session shall last for at least one hour with a minimum of six participants.

- (Note 4)** Only applicable for service users who can respond to interview or questionnaire having regard to their age and mental capacity.

Service Achievements

To encourage the sector to pursue service excellence, the Service Operator shall provide three examples (in no more than 300 words each in English or Chinese) achieved by the ASCP(PC) during the reporting year, for sharing good practices, showcasing application of innovative intervention strategies, and / or illustrating how the service helps the target service users for meeting the service objectives.

(7) Service Quality Standards

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

(D) Subvention

(8) The Service is subvented by the Social Welfare Department (SWD) under the Lump Sum Grant (LSG) Subvention System and 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 latest LSG Subvention Manual, 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.

(9) 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.) and central administration applicable to the operation of the Service and recognised fee income, if any. 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.

(10) Upon the Service Operator's acceptance of the Funding and Service Agreement (FSA), payment of subvention will be made on a monthly basis.

(11) On top of the annual subvention, a subsidy designated for providing fee reduction / waiving to service users, will be disbursed separately and be accounted for under Central Item. The unspent balance of the subsidy designated for fee reduction / waiving should be separately ascertained and is not allowed to offset by any deficit, and will be subject to claw back upon the termination of this FSA or any other date as directed by SWD.

(E) Validity Period

(12) 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.

(13) 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.

- (14) 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.
- (15) 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.

(F) Others

- (16) In addition to this FSA, the Service Operator shall 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.
- (17) 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.

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