

Funding and Service Agreement¹

Occasional Child Care Service

This Funding and Service Agreement 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**

I. Service Definition

Introduction

2. **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.

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

Purpose and Objectives

4. The purpose and objective of **OCCS** are:

- 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
- To minimise the risk of children being left unattended.

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

5. The purpose and objective of **Family Support Activities** are:

- To enhance parents/carers' awareness and understanding of providing safe and proper care for their children.

Nature of Service

6. 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.

7. **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.

Target Group

8. 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.

9. 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.

II. Performance Standards

10. The Service Operator is required to meet the following performance standards with the Output and Outcome Standards relevant to the concerned service type as specified below.

Outputs

<u>Output Standard</u>	<u>Output Indicator</u>	<u>Agreed Level</u>
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

Outcomes

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

Essential Service Requirements

11. The Service Operator shall comply with the essential service requirements as follows:

- For **OCCS**, service hours are from 8:00 a.m. to 6:00 p.m., Monday to Friday, and from 8:00 a.m. to 1:00 p.m. on Saturday, except on the recognised school holidays ^{Note 7} of the pre-primary institutions listed above;
- For **OCCS**, qualified pre-primary service staff, i.e. child care workers and/or qualified kindergarten teachers and supporting staff are essential staff of the Service; and
- All services are to comply with the relevant legislations and operation manuals of the pre-primary institutions.

Quality

12. The Service Operator shall meet the requirements of the 16 Service Quality Standards (SQSs).

III. Obligations of Social Welfare Department to Service Operator

13. Social Welfare Department (SWD) will undertake the duties set out in the General Obligations of SWD to the Service Operator as specified in the Funding and Service Agreement (FSA) Generic Sections.

IV. Basis of Subvention

14. The basis of subvention is set out in the offer and notification letters issued by SWD to the Service Operator.

Funding

Service Operator under Lump Sum Grant Subvention Mode

15. An annual subvention will be allocated on the Lump Sum Grant (LSG) mode to the Service Operator for a time-defined period. This lump sum has taken into account the personal emoluments including provident fund, other charges applicable to the operation of the project and recognised fee income, if any.

16. 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, LSG Circulars, management letters and correspondence in force as issued by SWD on subvention policies and procedures as well as the relevant Guidance Notes for specific services. The LSG will be subject to adjustments including salary adjustments in line with civil service pay adjustments and other charges in line with the price adjustment factor. The Government will not accept any liabilities or financial implication arising from the project beyond the approved funding.

Service Operator not under LSG Subvention Mode

17. The Service Operator is required to comply with the rules set out in the Guide to Social Welfare Subventions, circular/management letters and correspondence in force issued by SWD on subvention policies and procedures as well as the relevant Guidance Notes for specific services.

Payment Arrangement, Internal Control and Financial Reporting Requirements
(Only applies to Service Operator under LSG Subvention Mode)

18. Upon the Service Operator's acceptance of the FSA, payment of the LSG subventions will be made on a monthly basis.

19. The Service Operator is responsible for maintaining an effective and sound financial management system, including budget planning, projection, accounting, internal control 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.

20. The Service Operator shall submit the Annual Financial Report (AFR) as reviewed and the annual financial statements of the non-governmental organisation (NGO) as a whole as audited by a certified public accountant holding a practising certificate as defined in the Professional Accountants Ordinance (Chapter 50) and signed by two authorised representatives of the NGO, i.e. Chairperson/NGO Head/Head of Social Welfare Services in accordance with the requirements as stipulated in the latest LSG Manual. The AFR should be prepared on a cash basis and non-cash items such as depreciation, staff leave accrual etc. should not be included in the AFR.

Corruption Prevention and Probity Requirements

21. It is the responsibility of the NGOs' board and management (or Service Operator) to ensure that its management, board members and staff comply with the Prevention of Bribery Ordinance (Cap. 201) and the relevant requirements. The NGOs' board and management (or Service Operator) shall prohibit the members, staff, agents, and contractors from offering, soliciting or accepting advantages when discharging their duties under the FSA. With regard to the provision of the subvented services, the NGOs' board and management (or Service Operator) shall avoid and declare any conflict of interest.

22. The NGOs' board and management (or Service Operator) should also make reference to the relevant guidelines on corruption prevention and probity requirements to uphold integrity in every aspect, including but not limited to the governance structure, internal control, financial/fund management, procurement, staff administration, delivery of services/activities, management of maintenance works as

set out in the “Best Practice Checklist on Governance and Internal Control in Non-Governmental Organisations” and the “Integrity and Corruption Prevention Guide on Managing Relationship with Public Servants” issued by the Independent Commission Against Corruption.

V. Validity Period

23. This Funding and Service Agreement is valid for a time-defined period. Should the Service Operator be in breach of any term 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.

24. 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.

25. 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.

26. 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.

VI. Other References

27. Apart from this FSA, the Service Operator should also comply with the requirements / commitments set out in the respective Service Specifications, and the Service Operator's proposals and supplementary information, if any. Where these documents are in conflicts, this FSA shall prevail. The Service Operator's compliance with all these documents will be closely monitored by SWD.

Explanatory Note:

Keys Definitions

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:

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

Note 7 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.