

And

**Mayo Sligo Leitrim ETB**

(With regards to South Mayo School Completion Programme)

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**SERVICE AGREEMENT**

**Section 56 Child and Family Act 2013**

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**Version at June 2016**

## 1. Introduction

1.1 Under the Child & Family Agency Act (2013), the Child and Family Agency has responsibility for provision of the following range of services:

- Child Welfare and Protection Services, including Family Support Services
- Family Resource Centres and associated national programmes
- Early Years (Pre-School) Inspection Services
- Educations Welfare responsibilities including statutory education welfare services, the School Completion Programme and the Home School Community Liaison Scheme
- Alternative care services including foster care, residential care, special care and aftercare
- Domestic, sexual and gender based violence services
- Services related to the psychological welfare of children
- Assessment, consultation, therapy and treatment services
- Adoption services, including domestic, inter country and information tracing

The Act also creates a new framework for accountability for the use of resources; for financial arrangements between the Agency and other organisations including the not-for-profit providers.

1.2 This agreement (including the Schedule hereto) sets out the basis on which the Agency will provide supplemental service assistance (hereinafter referred to as “grant”) to South Mayo SCP (the “**Organisation**”) for the purposes set out in the attached Schedule.

1.3 This agreement contains the terms and conditions which apply to any grant the Agency makes to voluntary and community agencies/organisations and any other organisations receiving funding under Section 56 of the Child and Family Act 2013. Agencies/organisations awarded a grant by the Agency on the basis of a grant aid application must accept and agree to these terms and conditions before any grant is paid.

1.4 In this agreement, the ‘Agency’ means the Child and Family Agency, the “Organisation” means the agency/organisation being offered grant aid, ‘Grant’ refers to the grant aid funding provided by the Agency under clause 2.3 of this Agreement and ‘Participant’ means a person who participates in the activities or is in receipt of services provided by the Organisation.

1.5 The person who signs this agreement on behalf of the Organisation must be authorised to do so and will usually be either the chair of it’s governing body, or a senior officer/staff member delegated with authority to so do.

1.6 At any time, if the Organisation fails to meet these terms and conditions, or cannot satisfy the Agency that it is meeting them, the Agency may revoke, suspend or cancel the Organisation’s Grant. The Organisation may also be liable to repay all or any portion of the Grant already paid.

1.7 The Organisation agrees to fulfill its obligations under this agreement in compliance with ***Children First: National Guidance for the Protection and Welfare of Children (2011)***

1.8 The Child and Family Agency must have regard to the provisions of Circular 13/2014 issued by the Department of Public Expenditure and Reform – “*Management and Accountability for Grants from Exchequer Funds*”. The overall principle is that there should be transparency and

accountability in the management of public money, in line with economy, efficiency and effectiveness. All Exchequer Funds must be accounted for and properly managed. Grantees are required to comply with the Statement of Principles in respect of clarity, fairness, governance and value for money in their management of and accountability for public funds, please see Appendix 2.

## 2. About the Grant

- 2.1 The grant approved under the terms of this agreement is in respect of the period commencing on 1<sup>st</sup> September 2016 and ending on 31<sup>st</sup> August 2017.
- 2.2 The Organisation shall not commit to spending any of the Grant before the Agency confirms in writing to the Organisation that payment of the Grant has been agreed.
- 2.3 Subject to the terms and conditions set out in this Agreement, the Agency shall pay a grant to the Organisation in the amount of €119,629.66, in accordance with the payment schedule set out in Clause 12.
- 2.4 The Organisation must only use the Grant for the purpose set out in the attached Schedule unless prior written permission to do otherwise is received from the Agency.
- 2.5 The Agency may fund all or a part of the grant aid application and may at its discretion, attach additional special conditions to ensure the Grant is used for the purposes intended. Any such special conditions will be set out in Clause 13 of this document.
- 2.6 Where funding is being provided as part of a co-funding arrangement, the Organisation is required to provide annually to each grantor, as a condition of this grant, a declaration as to the source, amount and purpose of all other funding they receive and a declaration that there is no duplication of funding for the same activity/project. Such declaration should state if Exchequer funding from all sources exceeds 50% of total income.
- 2.7 If it is the intention of the Organisation to make onward grants from the funding allocated under this agreement the Organisation must provide details of these onwards grants and the recipients along with the terms and conditions applying to such onward grant payments. Prior approval of the Agency is required before proceeding.
- 2.8 The Organisation must not use the Grant for any of the following:
  - (i) to directly support or promote any political party or in connection with any activities that could reasonably be viewed as supporting or promoting a political party;
  - (ii) campaigns whose primary purpose is to obtain changes in the law or related Government policies, or campaigns whose primary purpose is to persuade people to adopt a particular view on a question of law or public policy. This subsection is not intended to affect the Organisation's right to utilise other sources of funding to raise awareness of issues or to run campaigns on issues of public policy directly related to the Organisation's work) or which is in conflict (as determined by the Agency) with the stated policy of the Agency; or

(iii) activities designed to promote religion, or for the provision of activities or services which cannot be availed of without participation in religious activities.

(iv) to fund activities or services contrary to the aims and ethos of the Agency

2.9 The Organisation will comply with all applicable laws, policies and procedures of the Agency in its use of the Grant.

2.10 In the event of activities funded in whole or in part under this agreement not proceeding or progressing to the satisfaction of, or within the time scale agreed with, the Agency, the Agency retains the right to seek repayment of (and the Organisation shall repay) such full or proportionate amount of the Grant as the Agency may determine.

2.11 The Agency shall not be liable for any expenditure in excess of the Grant amount.

2.12 The Organisation will comply with the legislative provisions and Agency policies regarding protected disclosures.

### **3. Governance requirements general**

3.1 The Organisation must have a governing document (e.g. rules, constitution, memorandum and articles etc.) and must adhere to the terms of that governing document. The Organisation must supply a copy of the governing documents to the Agency upon request and inform the Agency in advance of any proposed changes to the governing document and in particular of any changes to the aims or purposes or membership rules of the Organisation and of any payments to members of the Organisation or its governing body. The Agency reserve the right to withdraw or reduce the Grant in the event of any material changes to the nature, activities or management of the Organisation.

3.2 The Organisation will hold regular meetings of its governing body (the management committee, board or executive) and keep accurate records of these meetings. The Organisation will adhere to the arrangements for appointment, election or selection of its governing body specified in its governing document.

3.3 The Organisation must avoid 'conflicts of interest'. The Organisation, its governing body, members and employees must not use their position or influence to gain advantage for themselves or others in respect of or arising out of the services provided pursuant to this Agreement.

3.4 The Organisation will notify the Agency where there is a change in the officers or management of the Organisation (e.g. chairperson, treasurer or secretary) or to the Organisation's external financial auditors (where applicable).

3.5 The Organisation shall maintain clear policies and procedures for the protection and safeguarding the welfare, of children, young people and vulnerable adults and shall comply with all legal requirements and national guidelines in respect of child protection, protection of vulnerable adults and reporting of actual or suspected abuse. The Organisation is responsible for the monitoring and suitability of all staff, employees and volunteers and undertakes to ensure that persons with access to children or vulnerable adults in the course of their activities are fully vetted by An Garda Síochána or equivalent criminal background checks in respect of

persons who have resided outside of Ireland. The Organisation will provide evidence to the Agency of its compliance with this Clause upon request.

- 3.6 The Organisation shall ensure that participants in any of their Organisation's activities are aware of their right to be free from abuse (mental, physical, emotional, sexual and financial). The Organisation shall also establish and maintain a formal protection from abuse policy and complaints procedure that is accessible to all participants / advocates and carers.
- 3.7 The Organisation shall promptly take all necessary steps to fully investigate any allegation by any person of inappropriate or illegal behaviour by any employee, officer, volunteer or agent of the Organisation in respect of a participant.
- 3.8 In the event of any employee, officer, volunteer or agent of the Organisation having behaved illegally, wrongfully or inappropriately or in breach of the Organisation's applicable policies and procedures, whether by act or omission, in respect of a participant or the Organisation becoming aware of any allegation or complaint that any such person has behaved in such a manner in respect of a participant, the Organisation shall take all necessary actions (including disciplinary action if appropriate) in respect of such person to ensure safety and protection of the participant and participants generally and report the matter to all relevant authorities.

#### **4. Governance Requirements Financial**

- 4.1 The Organisation must maintain proper accounting arrangements and systems and practices to assist it with the proper management and administration of its finances. This must include:
  - (a) Maintaining a bank account in the name of the Organisation (with appropriate bank mandates) to receive the Grant;
  - (b) Income and expenditure reports for the Organisation's work (including regular checks or reconciliation by the Organisation against its annual budget);
  - (c) Regular reporting to the Organisation's governing body (including the provision of up to date financial and budgetary information on the Organisation);
  - (d) Arrangements for paying taxes and pensions as appropriate;
  - (e) Wherever possible, payments will be made by cheque or electronic transfer;
  - (f) Arrangements for the secure handling and accurate recording of petty cash; and
  - (g) Adopting appropriate financial procedures relating to cash receipts and income collection.
- 4.2 The Organisation must provide evidence of expenditure in respect of the Grant upon the request of the Agency. The Organisation must retain these records for the period of time required by relevant legislative requirements or for a minimum period of three years, whichever is longer. At the request of the Agency the Organisation will provide the Agency with reasonable access to accounts, data, and records of all transactions arising out or related to the purpose of the Grant.
- 4.3 The nature of the Organisation's accounts may vary according to the size and nature of the Organisation and the requirements of its governing documents and the Organisation will ensure that its accounts are examined or audited in accordance with relevant legal, regulatory and

accountancy requirements and practices, as appropriate. The Organisation will ensure that the Grant (and expenditure related thereto) is separately identified in its accounts.

- 4.4 The organisation will provide any information that the Agency considers material to accountability in respect of funds provided, in compliance with section 59 of the Child and Family Agency Act 2013.
- 4.5 If the Organisation fails to comply with the Agency's request under 4.4, the Agency may not give further assistance to the Organisation
- 4.6 The Organisation accepts that any funding awarded is subject to the condition that all remuneration paid to management and staff from such funding will not exceed Government pay policy guidelines. The Organisation will provide, if requested by the Agency, the salary details of specific employees and if the Organisation fails to comply with this request within a reasonable period of time, the Agency may consider providing no further assistance to the organisation.
- 4.7 The Organisation has an obligation to make books and accounts available to the Comptroller and Auditor General, where 50% or more of their total income is sourced from Exchequer Funds.

**4.8 Organisations with a yearly total income or total expenditure equal to or less than €150,000:**

The Organisation must submit a set of annual accounts (which includes an income and expenditure account and a balance sheet, if applicable) to the Agency within **six** months of the Organisation's financial year-end.

These must be signed and dated by the Organisation's chairperson, secretary and treasurer and approved by the Organisation's governing body. It is not necessary to have these accounts independently audited.

**4.9 Organisations with a yearly total income or total expenditure in excess of €150,000:**

The Organisation must submit annual accounts (including an income and expenditure account and a balance sheet). These accounts must be independently audited not later than nine months following the end of the relevant financial year by a person who is qualified to be appointed as an auditor pursuant to section 187 of the Companies Act and these audited accounts must be submitted to the Agency within **ten** months of the Organisation's financial year end.

- 4.10 Any changes to the Organisation's bank account details must be notified to the Agency immediately.
- 4.11 The Organisation must seek the advance written approval of the Agency to sell or dispose of any asset or equipment where the Grant has been used to purchase or improve the asset or equipment. The Agency may attach a condition to any such sale or disposal that the Organisation must repay all or part of the Grant used to purchase or improve the asset or equipment. Any condition to repay may be included (in Clause 13) as a special condition of the Grant. Grantees will be required, on request, to provide an undertaking that the State's investment is protected and will not be used as security for any activity without the prior consent of the Agency.

4.12 The Organisation will immediately notify the Agency and will ensure that all necessary notifications and actions are undertaken in the event that fraud or misappropriation is suspected or if the Organisation becomes aware of circumstances suggesting fraud or misappropriation within or, in respect of, the Organisation or its activities or arising out of the Grant. The Organisation shall cooperate with any directions of the Agency in this regard.

## **5. Governance requirements equality**

5.1 The Organisation undertakes to comply with the Equal Status Acts 2000 to 2004; the Employment Equality Acts 1998 and 2004, the Disability Act 2005, as amended from time to time and all legal obligations in respect of equal opportunities and the Organisation must establish and maintain appropriate structures and systems to ensure it complies with its obligations.

5.2 The Organisation will not discriminate on the grounds of gender, civil or family status, age, race, religion, disability, sexual orientation or membership of the traveller community.

5.3 Without prejudice to paragraph 5.1 or 5.2 of this Agreement, the Organisation may target some or all of its activities at specific groups, where its intention is to address discrimination or social exclusion.

## **6. Governance requirements Employment Practices**

6.1 The Organisation is responsible for the employment and recruitment of staff and will comply with its statutory employment obligations including obtaining any necessary clearance from the Garda Síochána or equivalent criminal background checks in respect of for persons who have resided outside of Ireland.

6.2 For the avoidance of doubt, the Organisation shall be solely responsible for any and all remuneration (including pension arrangements) and making all statutory deductions in respect of its remuneration of employees or staff and remitting such deductions in a timely manner to the relevant authorities. The Agency shall be under no obligation or liability in respect of the Organisation's staff or employees.

6.3 For the avoidance of doubt, this arrangement shall not give rise to an employment relationship between the Provider and its employees or agents on the one hand and the Agency on the other.

6.4 The Organisation shall provide details of the number of employees whose total employee benefits (excluding employer pensions costs) for the period of the Grant fall within each band of €10,000 from €60,000 upwards and an overall figure for total employee pension contributions.

## **7. Governance requirements Data Protection and Freedom of information**

7.1 The Organisation shall comply with the Data Protection Acts 1988 and 2003 (the "DP Acts") as amended from time to time; comply with its obligations as a "data controller" under such DP Acts and comply with all rules and policies as may be set out in the Agency's Codes of Practice in respect of data protection.

7.2 The Organisation acknowledges that it may be required pursuant to an enactment, by rule of law or by order of a court (including but not limited to under the Child and Family Agency Act

2013, under sections 8(b), 8(d), 8(e) or 8(f) of the DP Acts or otherwise pursuant to law) and in such circumstances, the Organisation will provide such data to the Agency as soon as possible following a written request from the Agency.

- 7.3 Without prejudice to the foregoing, the Organisation will provide any information as may be reasonably requested by the Agency from time to time. The Organisation shall ensure that it has obtained all consents, authorisations and permissions which are required by law to enable the Organisation to access and disclose any personal data which is sought by the Agency other than pursuant to Clause 7.2 above.
- 7.4 The Organisation will promptly inform the Agency of any actual or suspected breach of security which would give rise to the actual or potential loss, theft, unauthorised release or disclosure of information or any part thereof.

In such an event, the Organisation will immediately supply the Agency with all relevant facts surrounding the actual or suspected breach. In the event that the Organisation enters into any communication with the Office of the Data Protection Commissioner (including by way of example, the notification of a breach of the DP Acts), the Organisation will inform the Agency as soon as possible.

- 7.5 The Freedom of Information Act 2014 (the “**Act**”) applies to the Agency. In the event that any information, data or materials held or prepared by the Organisation are required by the Agency pursuant to a request for information under the Act the Organisation will ensure that any such materials are supplied promptly to the Agency for consideration under the Act. The Agency shall have no liability for any disclosure made by it in accordance with the requirements of the Act.

## **8. Monitoring and accounting for the activities**

- 8.1 The Organisation must, if required, be able to demonstrate to the Agency that:
- (a) it is carrying out the work funded by the Grant as described in the service specification schedule; and
  - (b) is providing a quality service.
- 8.2 The Agency may, in compliance with section 59(4) of the Child and Family Agency Act 2013 make arrangements, including the imposition of requirements, on an Organisation, to monitor the use of the grant aid and the provision of the service being provided.
- 8.3 The Organisation must keep records of any complaints received from users and staff and shall provide reports on any complaints received to the Agency upon request.
- 8.4 The Organisation shall co-operate with any review or reporting arrangements, as may be set out in the Schedule.
- 8.5 The Organisation will permit the Agency reasonable access to the Organisation’s premises, personnel and records and shall permit the Agency to carry out inspections of same and observations of the Organisation’s activities and shall cooperate with and respond to queries of the Agency in respect of the Grant, the use of the Grant, validation of expenditure and the Organisation’s activities.



- 8.6 The Agency may make such enquiries, visits or inspections in addition to the normal monitoring arrangements where it has serious concerns about the Organisation or its use of the grant and the Organisation shall comply with any such enquiries, visits or inspections.
- 8.7 The Organisation will acknowledge and quantify the Agency's Grant in the Organisation's annual report, in its accounts and in any publicity or other written material produced by or on behalf of the Organisation in relation to the activities funded (wholly or partly) by the Grant.
- 8.8 The Organisation agrees to co-operate with the National Lottery Company and/or the Agency where they may engage in publicity of selected beneficiaries.
- 8.9 At the end of the year, the Chairperson of the Organisation must submit a written statement certifying that the Grant was spent for the purposes intended.

## **9. Agency Logo**

- 9.1 It is a condition of this grant that the Child and Family Agency logo is displayed on all the Organisation's promotional material.
- 9.2 All schemes/projects receiving this grant must include the Child and Family Agency logo on all signs and on all advertisements, information and publicity material.
- 9.3 The logo is to be displayed at all launches and events associated with schemes/projects funded by this grant.
- 9.4 The logo is to be displayed in the same manner as other logo in terms of size and prominence
- 9.5 The following text must be included prominently in all relevant publicity material, advertisements, information leaflets and application forms "Funded by the Child and Family Agency"

## **10. Intellectual Property Rights**

- 10.1 All IPR title and interest in all reports, data manuals and/or other materials produced for the purpose of this Supplemental Services Agreement (collectively "the Material") shall vest in the Agency and the Organisation so acknowledges and confirm. For the avoidance of doubt the Provider hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any Intellectual Property Rights, title or interest may be deemed by law to reside in it in the Materials to the Agency absolutely.

## 11. Contacts and Review

11.1 The Officer nominated by the Agency to deal with the grant is:

Name: Eimear Wiseman  
Title: Education Welfare Services Administrator  
Telephone Number: 01-7718681

The Officer nominated by the Organisation to deal with the grant is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

### 11.2 Dispute Resolution

11.3 Any issues arising for the Organisation in respect of the Grant should be discussed, in the first instance with the Agency's nominated officer. Any matters which are not resolved at that level should be the subject of a formal letter addressed to:

Name:

Title: Director, Education Welfare Services

Telephone Number: 01 771 8500

11.4 The Agency accepts that difficulties and disputes within the Organisation are the responsibility of the Organisation's governing body. However, if such difficulties or disputes are likely to materially affect activities supported by the Grant, the Organisation will notify the Agency and inform it of any corrective action being taken or to be taken by the Organisation.

11.5 The Agency reserves the right to review the Grant and/ or the Agreement at any time in particular where the Agency is of opinion that any of the following apply:

- (a) The Organisation is failing to meet these terms and conditions;
- (b) The Organisation is failing to carry out the activities that the Agency agreed to fund;
- (c) The Organisation uses or used the Grant for a purpose that the Agency has not agreed to;
- (d) The Organisation provided misleading or inaccurate information during the application process or the term of the Grant Aid agreement;
- (e) Any member of the Organisation's governing body, staff or volunteers has acted or is acting dishonestly, inappropriately or negligently in relation to the Organisation during the term of the agreement; or

- (f) The Organisation is at risk of closing down, becoming insolvent, going into liquidation or becoming unable to pay debts as they fall due.

11.6 The Agency will give the Organisation reasonable opportunities to respond to any concerns raised in the course of a review. However if it is not possible to reach agreement with the Organisation in respect of the conduct of a review or addressing the findings and/or recommendations of a review, the Agency may decide to terminate the Agreement and cancel the Grant and require the Organisation to make appropriate repayments to the Agency in respect of the Grant.

In the event of termination by the Agency, the Agency shall notify the Organisation in writing of the termination of the Agreement and provide details of any requirements to repay the Grant.

## 12. Payment and Indemnity

12.1 Tusla provides a 'Block' Insurance Policy with Allianz which covers projects for the following:

**(a) Employer's Liability**

Legal liability for injury or illness to employees in connection with an approved project.

**(b) Public Liability**

Legal Liability for injury to third parties (including pupils) or damage to third party property in connection with an approved project.

**(c) Employment Practices Liability**

Legal Liability arising in connection with allegations of:

- (i) unfair / wrongful dismissal of an employee.
- (ii) discrimination in the employment field against an employee.
- (iii) failure to employ a suitably qualified applicant for employment.  
in connection with an approved project.  
(This covers damages and legal costs but not remuneration).

**(d) Professional Indemnity**

Legal liability for damages and costs as a result of any actual or alleged:

- (i) breach of duty arising from any negligent act error or omission.
- (ii) breach of warranty of trust or confidentiality.
- (iii) libel or slander committed in good faith.
- (iv) infringement of copyright patent trademark or design rights committed in good faith  
in connection with an approved project.

Cover under (c) & (d) will be on a "claims made" basis.

**Conditions**

- (a) All projects are required to complete a standard questionnaire Allianz. Any amendments to the information provided should be forwarded to Allianz and Tusla Education Welfare Service.
- (b) Where a school's Board of Management is the employer of project personnel, the school should be advised to inform their own insurers.

(c) Evidence of insurance should be obtained from all professional contractors – i.e. counsellors etc.

All cover will be subject to policy terms, exclusions and conditions. A copy of the insurance policy is attached at Appendix 5.

- 12.2 The Organisation undertakes to have sufficient insurance coverage in respect of all potential claims falling outside the terms of the 'Block' insurance policy for all services or activities it delivers when using the Grant. The extent and adequacy of the insurance cover is a matter for the Organisation and its insurance advisers.
- 12.3 The Agency will not be liable in respect of any loss, damage, claim, cost, injury, or death whatsoever arising out of or in connection with the provision of services or activities by the Organisation whether contemplated by this Agreement or otherwise, that are not covered by the 'Block' insurance policy.
- 12.4 Subject to the conditions set out in the Agreement, and the Schedule hereto, the Agency shall make payment of the Grant, in three tranches (40:40:20), to the nominated bank account of the Organisation on or after September 2016, December 2016; May 2017.
- 12.5 The purpose of the funding is set out in the Schedule hereto.

### **13. Special Conditions**

Any special conditions attached to this grant are set out below. Funding is dependent on the following conditions being met and no money will be released until they are satisfied:

- 13.1 Financial returns must be up to date and satisfactory.
- 13.2 The project is compliant with any audits, evaluations and/or requests for information with no outstanding actions.
- 13.3 All positions funded through SCP are covered by a valid signed employment contract.
- 13.4 All staff funded through SCP have completed mandatory Continuous Professional Development training.

### **14. Variation**

- 14.1 This Grant Aid Agreement may be varied in writing (excluding electronic methods of writing) signed by each of the parties. Any request for a change to the Agreement shall be accompanied by a completed Contract Change Note,(see appendix one).
- 14.2 The Agency reserves the right to amend this Grant Aid Agreement (including the amount of the Grant) by notice in writing to the Organisation, should there be a change in legislation or an order of the Minister necessitating such amendment or should the Agency be of opinion (in its absolute discretion), in light of budgetary constraints placed on the Agency, that a variation is necessary.

### **15. Confirmation and Execution**

15.1 I confirm that I am authorised to sign this Agreement on behalf of \_\_\_\_\_.

15.2 I understand that by signing this Agreement I am committing the Organisation to comply with the terms and conditions as set out in the Agreement, and the Schedule.

15.3 I accept and agree on behalf of the Organisation to the conditions in this Agreement and affirm that the Organisation is duly authorised to enter into and perform this Agreement.

**Signed on behalf of the Organisation**

**Signed on behalf of the Agency**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

First Name .....

First Name:

Surname .....

Surname:

Position in Organisation .....

Position in Organisation: Director Educational Welfare Services

Date .....

**Date:**

Contact number .....

Contact number: 01 771 8500

## Schedule Service Specification

<b>Organisational Overview</b>
<i>Provide details of the Organisation that is to receive the Grant award. This may include the Organisation's mission, objectives and current activities.</i>
SEE RETENTION PLAN Attached
<b>Purpose for Use of the Grant:</b>
SEE RETENTION PLAN Attached
<i>This section should specify details of services which will be provided by the Organisation in consideration for the Funding (as set out in Clause 12) provided by the Agency. (Please reference the Services provided to the "Hardiker" levels as set out on Page 13)</i>
SEE RETENTION PLAN Attached
<b>Client Group</b> : Children and young people at risk of leaving school early and young people out of school.
<i>Provide details of the target Client group(s) that will benefit from the funding.</i>
SEE RETENTION PLAN Attached
<b>Reporting Schedule (Timetable)</b>
<i>Complete the Timetable schedule below stating the submission of performance data and other relevant returns. Review arrangements may also be specified.</i>
Financial returns 1. October 19 <sup>th</sup> 2016 – Covering period May to August 2016 2. Feb 15 <sup>th</sup> 2017 - Covering period Sept to December 2016 3. June 15 <sup>th</sup> 2017 - Covering period Jan to April 2017 Annual Report/Review (reporting dates are currently under review)
<b>Services Outcomes</b>
1. Improved Attendance 2. Improved Participation 3. Improved Retention SEE RETENTION PLAN Attached for more detail
<i>Provide details of outcomes expected from the funding provided. Reference to evidence base for the services to be provided should be included. This section needs to indicate the anticipated outcomes that the service will deliver so that they can be monitored and evaluated. Do you have a framework in place to measure Qualitative Outcomes? If so please provide details. Intermediate outcomes may be set out.</i>

(insert Area/Region/National Office)

[To the Chief Officer/Manager],  
[Service Organisation]

Re: Contract Change Note

Dear \_\_\_\_\_,

I refer to the Supplemental Service Agreement with the Agency (insert Area/Region/NationalOffice) on [insert date], funding [€xxx].

Following recent discussions with you (delete if inapplicable) I now wish to confirm that funding is increased / decreased (delete as appropriate) by [€xxx] with effect from [xxxx] 20XX [insert date], for the reasons set out below.

Select below as appropriate

- Funding level has been decreased due to [outline reasons for decrease in funding].

Insert if the reduction is due to budgetary constraints only

Funding has been decreased due to the Agency's statutory responsibilities and it's proposed actions arising in connection with the Government efficiency measures and the budgetary constraints of the Exchequer.

- Funding level has been increased due to [outline reasons for increase in funding].

It is not necessary at this time to sign a new Supplemental Service Agreement, as this letter shall constitute a supplement agreement, therefore I would appreciate if you could confirm your agreement with the above by signing in the area provided below and return to the undersigned at the above address.

Thanking you.

Yours sincerely.

**Signed on behalf of the Agency:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Signed on behalf of the Organisation:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## Appendix 2 Statement of Principles for Grantees

This Statement outlined the four principles which apply in the case of bodies in receipt of grant funding provided directly or indirectly from Exchequer sources.

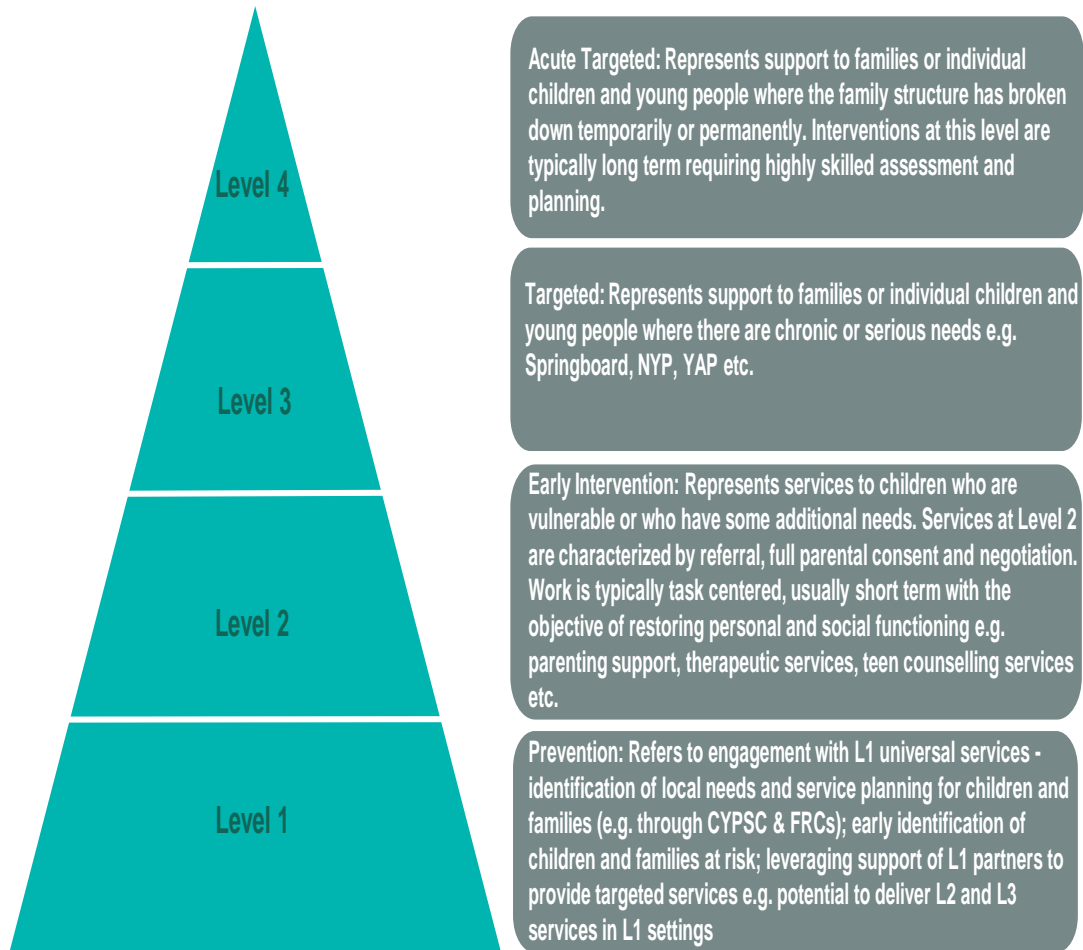
If you are in receipt of Public Funding it is a condition that you, the Provider, comply with this Statement of Principles:

<p style="text-align: center;"><b>Clarity</b></p> <p>Understand the purpose and conditions of the funding and the outputs required</p> <p>Apply funding only for the business purposes for which they were provided</p> <p>Apply for funding drawn down only when required for business purposes</p> <p>Seek clarification from the grantor where necessary – on use of funds, governance and accountability arrangements</p>	<p style="text-align: center;"><b>Governance</b></p> <p><b><i>Ensure appropriate governance arrangements are in place for:</i></b></p> <p>Oversight and administration of funding</p> <p>Control and safeguarding of funds from misuse, misappropriation and fraud</p> <p>Accounting records which can provide, at any time, reliable financial information on the purpose, application and balance remaining of the public funding</p> <p>Accounting for the amount and source of the funding, its application and outputs/outcomes</p>
<p style="text-align: center;"><b>Value for Money</b></p> <p><i>Be in a position to provide evidence on</i></p> <p>Effective use of funds</p> <p>Value achieved in the application of funds</p> <p>Avoidance of waste and extravagance</p>	<p style="text-align: center;"><b>Fairness</b></p> <p>Manage public funds with the highest degree of honesty and integrity</p> <p>Act in a manner which complies with relevant laws and obligations (e.g. tax, minimum wages)</p> <p>Procure goods and services in a fair and transparent manner</p> <p>Act fairly, responsibly and openly in your dealing with you Grantor</p>

### Appendix 3



# Tusla – Hardiker Definitions to Support Commissioning



## **Appendix 4**

## **Guidelines**

**This Guideline provides a simple guide on the Organisation requirements in order to comply with the Agency Supplemental Service Agreement -**

### **Funding Bands**

Page 1 details Organisations requirements for Grants up to €9,999

Page 2 details Organisations requirements for Grant between €10,000 and € 49,999

Page 3 details Organisations requirements for Grants between €50,000 and €149,999

Page 4 details Organisations requirements for Grants between €150,000 and €250,000

\*Note\* Supplemental Service Agreement utilised where funding being provided is less than €250,000, except with 'For-Profit' & Out-of-State Agencies, or where the Agency is of the opinion that the Service Arrangement governance document is more appropriate.

This Guideline may not outline all of the various circumstances where an agency must communicate with or notify the Agency of instances that may arise.

<p><b>Minimum Requirements where Grant Amount is less than €9,999.</b></p>
<p><b>Charity Number or Tax Clearance Certificate is desirable</b> however if agency receiving a Grant of less than €10,000 and are not in a position to furnish either of documents mentioned, this should be noted in Clause 13 of the Grant Aid Agreement and the grant may be paid.</p>
<p><b>Insurance Cover</b> (appropriate to size of agency &amp; nature of activities)</p>
<p><b>Written Statement at year end</b> stating Grant was used for the purposes intended.</p>
<p><b>Record of Meetings</b></p>
<p><b>Record of Activities</b> undertaken with use of Grant (evidence in the form of annual reports, newsletters etc are sufficient)</p>
<p><b>Record of Complaints</b> – in line with statement outlined in Constitution (This depends on whether Organisation is without paid employees and/or have direct involvement with children or vulnerable adults).</p>
<p><b>Governing Document</b> (i.e. a Constitution or if agency is incorporated a Memorandum &amp; Articles of Association). A Constitution outlines the following and Rules regarding same where applicable:</p> <ul style="list-style-type: none"> <li>- Names of Organisation</li> <li>- Aims</li> <li>- Members</li> <li>- Equal Opportunity (statement sufficient for most small agencies)</li> <li>- Committee &amp; Officers</li> <li>- AGM &amp; Other Meetings</li> <li>- Finances</li> <li>- Rules of Procedure</li> <li>- Conflict of Interest (statement)</li> <li>- Freedom from Abuse &amp; Complaints (statement regarding how to complain, recording &amp; resolution of same sufficient in most small Organisations without paid employees and/or direct involvement with children or vulnerable adults). For those involved with children or vulnerable adults it is advised that a Complaints Policy in line with HSE’s ‘Your Service’ Your Say’ is developed, which is adopted by the Agency pending development of the Agency’s own complaints policy.</li> <li>- Amendments to the Constitution</li> <li>- Dissolution</li> </ul>
<p><b>Record of Financial Matters and Proper Governance &amp; Accounting Arrangements &amp; Systems</b> including:</p> <ul style="list-style-type: none"> <li>- Having a Bank /Credit Union/Post Office Account in the agency’s own name</li> <li>- Income &amp; Expenditure Reports</li> <li>- Reporting to Governing Body (if applicable)</li> <li>- Payment of taxes &amp; pensions (if applicable)</li> <li>- Petty Cash</li> <li>- Payment by cheque or Electronic Fund Transfer (EFT) were possible</li> <li>- Receipting of cash &amp; income collected</li> <li>- Submission of Annual Accounts (<u>*Of Note* when the total funding of an agency is over €150,000 Audited Accounts must be received by the Agency).</u></li> </ul>
<p><b>Comply with legislation regarding the following and have structures &amp; systems in place regarding same:</b></p> <ul style="list-style-type: none"> <li>- <b>Data Protection &amp; Freedom of Information</b></li> <li>- <b>Equality</b> (statement in Constitution will suffice)</li> <li>- <b>Employment Practices</b> If paid staff or volunteers are involved then Garda Vetting is relevant</li> </ul>
<p><b>Policy / Procedures</b> on the following:</p> <ul style="list-style-type: none"> <li>- <b>Safeguarding of Children &amp; Vulnerable Persons</b> and <b>Protection from Abuse Policy</b> – Garda Vetting applicable in these instances.</li> </ul>

<b>Minimum Requirements where Grant Amount is between €10,000 -€49,999.</b>
<b>Charity Number or Tax Clearance Certificate is mandatory</b>
<b>Insurance Cover</b> (appropriate to size of agency & nature of activities)
<b>Written Statement at year end</b> stating Grant was used for the purposes intended.
<b>Record of Meetings</b>
<b>Record of Activities</b> undertaken with use of Grant (evidence in the form of annual reports, newsletters etc are sufficient)
<b>Record of Complaints</b> – in line with statement outlined in Constitution (This depends on whether agency is without paid employees and/or have direct involvement with children or vulnerable adults).
<b>Governing Document</b> (i.e. a Constitution or if agency is incorporated a Memorandum & Articles of Association). A Constitution outlines the following and Rules regarding same where applicable: <ul style="list-style-type: none"> <li>- Names of Organisation</li> <li>- Aims</li> <li>- Members</li> <li>- Equal Opportunity (statement sufficient for most small agencies)</li> <li>- Committee &amp; Officers</li> <li>- AGM &amp; Other Meetings</li> <li>- Finances</li> <li>- Rules of Procedure</li> <li>- Conflict of Interest (statement)</li> <li>- Freedom from Abuse &amp; Complaints (statement regarding how to complain, recording &amp; resolution of same sufficient in most small agencies without paid employees and/or direct involvement with children or vulnerable adults). For those involved with children or vulnerable adults it is advised that a Complaints Policy in line with Agency’s ‘Your Service’ Your Say’ is developed, which is adopted by the Agency pending development of the Agency’s own complaints policy. .</li> <li>- Amendments to the Constitution</li> <li>- Dissolution</li> </ul>
<b>Record of Financial Matters and Proper Governance &amp; Accounting Arrangements &amp; Systems</b> including: <ul style="list-style-type: none"> <li>- Having a Bank /Credit Union/Post Office Account in the agency’s own name</li> <li>- Income &amp; Expenditure Reports</li> <li>- Reporting to Governing Body (if applicable)</li> <li>- Payment of taxes &amp; pensions (if applicable)</li> <li>- Petty Cash</li> <li>- Payment by cheque or Electronic Fund Transfer (EFT) were possible</li> <li>- Receipting of cash &amp; income collected</li> <li>- Submission of Annual Accounts (<u>*Of Note*</u> when the total funding of an agency is over €150,000 Audited Accounts must be received by the Agency).</li> </ul>
<b>Comply with legislation</b> regarding the following and have <b>structures &amp; systems</b> in place regarding same: <ul style="list-style-type: none"> <li>- <b>Data Protection &amp; Freedom of Information</b></li> <li>- <b>Equality</b> (statement in Constitution will suffice)</li> <li>- <b>Employment Practices</b> If paid staff or volunteers are involved then Garda Vetting is relevant.</li> </ul>
<b>Policy / Procedures</b> on the following: <ul style="list-style-type: none"> <li>- <b>Safeguarding of Children &amp; Vulnerable Persons</b> and <b>Protection from Abuse Policy</b> – Garda Vetting applicable in these instances.</li> </ul>

<b>Minimum Requirements where Grant Amount is between €50,000 -€149,999.</b>
<b>Charity Number or Tax Clearance Certificate is mandatory</b>
<b>Insurance Cover</b> (appropriate to size of agency & nature of activities)
<b>Written Statement at year end</b> stating Grant was used for the purposes intended.
<b>Record of Meetings</b>
<b>Record of Activities</b> undertaken with use of Grant (evidence in the form of annual reports, newsletters etc are sufficient)
<b>Record of Complaints –</b> <ul style="list-style-type: none"> <li>- Complaint recording should be in line with HSE’s Policy ‘Your Service, Your Say’, which is adopted by the Agency pending development of the Agency’s own complaints policy.</li> </ul>
<b>Governing Document</b> (i.e. a Constitution or if agency is incorporated a Memorandum & Articles of Association). A Constitution outlines the following and Rules regarding same where applicable: Names of Organisation Aims Members Equal Opportunity (statement sufficient for most small agencies) Committee & Officers AGM & Other Meetings Finances Rules of Procedure Conflict of Interest (statement) Freedom from Abuse & Complaints in line with HSE’s ‘Your Service’ Your Say’ should be in place. Amendments to the Constitution Dissolution Governance Self evaluation questionnaire Equal Opportunities Policy Complaints Policy Protection form Abuse Policy
<b>Record of Financial Matters and Proper Governance &amp; Accounting Arrangements &amp; Systems</b> including: Having a Bank /Credit Union/Post Office Account in the agency’s own name Income & Expenditure Reports Reporting to Governing Body (if applicable) Payment of taxes & pensions (if applicable) Petty Cash Payment by cheque or Electronic Fund Transfer (EFT) were possible Receipting of cash & income collected Submission of Annual Accounts
<b>Comply with legislation</b> regarding the following and have <b>structures &amp; systems</b> in place regarding same: <b>Data Protection &amp; Freedom of Information</b> <b>Equality</b> (statement in Constitution will suffice) <b>Employment Practices</b> If paid staff or volunteers are involved then Garda Vetting is relevant . <b>Equal Opportunities policy</b>
<b>Policy / Procedures</b> on the following: <b>Safeguarding of Children &amp; Vulnerable Persons</b> and <b>Protection from Abuse Policy – Garda Vetting applicable in these instances.</b> <b>Complaints Policy</b> in line with the HSE’s ‘Your Service, Your Say’ Policy, which is adopted by the Agency pending development of the Agency’s own complaints policy. <b>Equal Opportunities Policy</b>

Minimum Requirements where Grant Amount is <b>greater than €150,000 and up to €250,000.</b>
<b>Charity Number or Tax Clearance Certificate is mandatory</b>
<b>Insurance Cover</b> (appropriate to size of agency & nature of activities)
<b>Written Statement at year end</b> stating Grant was used for the purposes intended.
<b>Record of Meetings</b>
<b>Record of Activities</b> undertaken with use of Grant (evidence in the form of annual reports, newsletters etc are sufficient)
<p><b>Record of Complaints</b> Complaint recording should be in line with HSE’s Policy ‘Your Service, Your Say’, which is adopted by the Agency pending development of the Agency’s own complaints policy.</p>
<p><b>Governing Document</b> (i.e. a Constitution or if agency is incorporated a Memorandum &amp; Articles of Association). A Constitution outlines the following and Rules regarding same where applicable:</p> <ul style="list-style-type: none"> <li>- Names of Organisation</li> <li>- Aims</li> <li>- Members</li> <li>- Equal Opportunity (statement sufficient for most small agencies)</li> <li>- Committee &amp; Officers</li> <li>- AGM &amp; Other Meetings</li> <li>- Finances</li> <li>- Rules of Procedure</li> <li>- Conflict of Interest (statement)</li> <li>- Freedom from Abuse &amp; Complaints in line with Agency’s ‘Your Service’ Your Say’ should be in place</li> <li>- Amendments to the Constitution</li> <li>- Dissolution</li> </ul> <p>Governance Self evaluation questionnaire Equal Opportunities Policy Complaints Policy Protection form Abuse Policy</p>
<p><b>Record of Financial Matters and Proper Governance &amp; Accounting Arrangements &amp; Systems</b> including:</p> <ul style="list-style-type: none"> <li>- Having a Bank /Credit Union/Post Office Account in the agency’s own name</li> <li>- Income &amp; Expenditure Reports</li> <li>- Reporting to Governing Body (if applicable)</li> <li>- Payment of taxes &amp; pensions (if applicable)</li> <li>- Petty Cash</li> <li>- Payment by cheque or Electronic Fund Transfer (EFT) were possible</li> <li>- Receipting of cash &amp; income collected</li> <li>- Submission of Annual Accounts</li> <li>- Audited Accounts are required</li> </ul>
<p><b>Comply with legislation</b> regarding the following and have <b>structures &amp; systems</b> in place regarding same:</p> <ul style="list-style-type: none"> <li>- <b>Data Protection &amp; Freedom of Information</b></li> <li>- <b>Equality</b> (statement in Constitution will suffice)</li> <li>- <b>Employment Practices</b> (This is not relevant for small Organisation without paid employees). If paid staff are involved then Garda Vetting is relevant.</li> <li>- <b>Equal Opportunities policy</b></li> </ul>
<p><b>Policy / Procedures</b> on the following:</p> <ul style="list-style-type: none"> <li>- <b>Safeguarding of Children &amp; Vulnerable Persons and Protection from Abuse Policy</b> – Garda Vetting applicable in these instances.</li> <li>- <b>Complaints Policy</b> in line with the Agency’s ‘Your Service, Your Say’ Policy, which is adopted by the Agency pending development of the Agency’s own complaints policy.</li> <li>- <b>Equal Opportunities Policy</b></li> </ul>

**Appendix 5: Insurance Policy**

Included in Consultations Report sent to SCP Projects by email on 8<sup>th</sup> January 2016