

## **Service Level Agreement 2022**

The Service Level Agreement (SLA) is agreed between **National Youth Federation CLG trading as Youth Work Ireland and** as on 1<sup>st</sup> January 2022 to 31<sup>st</sup> December 2022.

### **1. INTRODUCTION**

The National Youth Federation CLG trading as **Youth Work Ireland [hereinafter referred to as Youth Work Ireland]** is a membership led organisation.

The *Membership Charter* sets out the context and standards to which Youth Work Ireland and its affiliated Member Youth Services subscribe and pledge to work together in a spirit of partnership. This is in order to achieve our common objective of supporting local communities to provide quality and *Integrated Youth Services* and supports to young people. The Membership Charter maps the governance structure of the Federation, the decision-making mechanisms, the benefits and requirements of membership and the broad role of National Office. It also contains a dispute resolution mechanism for used in the event of internal stakeholders to the Federation requiring formal resolution of issues.

This Service Level Agreement is the final in the suite of three key governance documents of the organisation and should be read in conjunction with the *Constitution* and the *Membership Charter*.

This Service Level agreement is compliant with and underpinned by **DPE 022/05/2013 Circular: 13/2014 Management of and Accountability for Grants from Exchequer Funds** and it is attached to this document as Appendix 1. The document is also in line with updated guidance **annual circular issued by DCEDIY in 2019, DCYA/YAU/02/2019 which sets out the conditions and procedures relevant to the grant funding also attached.**

#### **1.1 Purpose and Objectives**

Youth Work Ireland receives significant exchequer funding annually in order to support the implementation of national public policy objectives in the area of Youth Development and Youth Support identified in the **Youth Services Grant**. In accordance with the *Grants Booklet* (available at [www.youthworkireland.ie](http://www.youthworkireland.ie)) the Board of *Youth Work Ireland* disperses a portion of the Youth Services Grant to Member Youth Services and retains a portion in order to fund the supports and services provided by the Youth Work Ireland to Member Youth Services.

*Youth Work Ireland and its members* require and expect the highest possible standards in Youth Services Provision, Finance, Governance and Compliance. This SLA holds Member Youth Services accountable as recipients of the Youth Services Grant. Should problems be identified through the monitoring measures (Schedule C), a meeting will be called between compliance team and the board and management, and a way forward agreed. A breach of standards may lead to investigation and suspension of the Youth Service Grant.

The Youth Services Grant received from the Department of Children, Equality, Disability, Integration & Youth will be paid by *Youth Work Ireland* to the Member Youth Services in quarterly instalments. Member Youth Services are eligible for payment from Youth Work Ireland upon signing of this SLA and continued satisfactory compliance with the provisions herein.

## 1.2 Parties to the agreement

This Agreement is made between *Youth Work Ireland* of 20 Lower Dominick Street, Dublin 1, and \_\_\_\_\_ (hereinafter referred to as “the Member Youth Service” of \_\_\_\_\_).

## 1.3 Commencement Date

This Agreement will commence on January 1<sup>st</sup>, 2022. A signed hardcopy SLA is to be returned to National Office by the **28<sup>th</sup> of December 2021**.

## 1.4 Duration of Agreement

This Agreement is for ONE year and is subject to review and renewal annually.

## 1.5 Definitions

- “*Affiliate*” means a full member or associate member organisation, sister organisation who has signed up to the Youth Work Ireland Membership Charter and who has paid the yearly membership fee set by the Board of Directors in accordance with the Constitution.
- “*Benchmarks, targets and metrics*” means the agreed criteria against which performance under this Agreement is to be measured.
- “*Change control procedures*” means the agreed process to be followed when changes are required either to this Agreement or to the Services.
- “*Commencement date*” means the date that the Agreement is considered to be effective.
- “*Compliance Team*” is a sub team of the Management Team within the National Office. It is composed of the Assistant Chief Executive Officer (who focuses on youth work delivery and practices) and the Head of Finance (who focuses on governance and finance). They are supported by an administrative staff member.
- “*Defective or inadequate performance*” means the delivery of services where the performance levels do not meet an agreed minimum criterion.
- “*Disclosing party*” means the party who has disclosed confidential information to the other party.
- “*Initial period*” means the Agreement period from the commencement date to the first renewal date.
- “*Intellectual property rights*” mean the registered or non-registered ownership of research, data, youth work practice, know-how or copyright.
- “*Link personnel*” means those persons employed by Youth Work Ireland who have a key role in the delivery of the services to the Member Youth Service.
- “*Management Team*” is made up of the CEO, Assistant CEO and Heads of Functions within National Office (Head of Finance, Head of Youth Work Practice, Head of Development, Head of Advocacy and Communication, Head of Voluntary Clubs and National Programmes, Head of Information and Inclusion)
- “*Member Youth Service*” These are Regional Youth Services who fulfil the necessary conditions of membership outlined in the Youth Work Ireland Constitution available at [www.youthworkireland.ie](http://www.youthworkireland.ie). They have also subscribed to our Membership Charter.
- “*Mission Critical*” A situation, occurrence, event or disclosure that is of such importance that in the opinion of the Management Team and/or the Board of Youth Work Ireland, it threatens the survival of the Member Youth Services / National Organisation and/or could lead to a situation whereby services to young people are

not being delivered and /or delivered appropriately. Examples include but are not limited to; breaches of governance, compliance failures, lack of or/ poor service delivery, financial impropriety etc.).

- *“National Office”* is Youth Work Ireland which amongst other duties provides shared services to the Membership, co-ordinates activity, develops and delivers national programmes, develops policy, acts as a national voice, and represents Member Youth Services Nationally and Internationally. The National Office is the Intermediary Body for the Youth Services Grant.
- *“Non-standard services”* means those services, which Member Youth Service are required to meet as a result of finances being transferred from National Office from sources other than the Youth Services Grant. This will not apply to all MYS.
- *“Place of service delivery”* means the address or addresses of the Member Youth Service’s or Youth Work Ireland’s premises where the Service delivery is deemed to take place.
- ‘Pobal’ a government body who administers the Youth Services Grant.
- *“Problem escalation”* means the agreed procedure for alerting and notifying increasingly senior members of the Youth Work Ireland’s management of the non-resolution of problems. In serious instances of breach or a significant on-going pattern of Breach issues may be escalated to the National Board.
- *“Problem management”* means the agreed procedures for providing support and problem resolution services to the Member Youth Services.
- *“Membership Fee”* means the remuneration or compensation, other than reimbursable expenses, due to the Youth Work Ireland for membership of the Federation including the supply of the Services provided by National Office to its Member Youth Services.
- *“Receiving party”* means the party who has received confidential information from the other party.
- *“Service availability”* means the times and periods that the Youth Work Ireland will make the Services available to the Member Youth Service.
- *“Service component”* means a divisible and identifiable part of the overall Services to be delivered.
- *“Service review meetings”* mean regular meetings that are held between representatives of the Youth Work Ireland and the Member Youth Service specifically to discuss issues arising from the delivery of the Services including the performance of the service delivery
- *“Local Board Network”* is a network of representatives from Boards of Directors of Member Youth Services and that National Board of the National Youth Federation trading as Youth Work Ireland.
- *“Standard services”* mean those Services that the Youth Work Ireland delivers to its Member Youth Services without significant customisation.
- *“Support and Service desk services”* mean the specified support services provided by the Youth Work Ireland to the Member Youth Service to assist the Member Youth Service’s personnel to understand, operate and execute the delivered Services.
- *“Personnel”* is an inclusive term to include, staff, volunteers, placement, trainees and subcontractors.

## **2. SCOPE OF WORK**

### **2.1 Standard services**

The Standard service to be delivered under this Agreement is the provision of an Integrated Youth Services in the area in which **(insert name of Service)** provides services to young people.

### **2.2 Service Availability**

The availability of services to be delivered under this Agreement are as specified in Schedule A to this Agreement.

### **2.3 Place of Service delivery**

The location (s) from which services are delivered are also listed in Schedule A to this Agreement.

### **2.4 Changes to Services**

Either party may propose changes to the scope, nature or time schedule of the Services being performed under this Service Level Agreement. The board of Youth Work Ireland will consider any proposed changes, all changes must be in conformity with the policy objectives of the Youth Services Grant and must be approved by the Department of Children, Equality, Disability, Integration & Youth.

## **3. PERFORMANCE, TRACKING AND REPORTING**

### **3.1 Link personnel Changes**

Link personnel are specifically named in Schedule B within this Agreement, but *Youth Work Ireland* will notify the Member Youth Services in advance of changes to any Link personnel that could affect the delivery of the services to the Member Youth Service.

### **3.2 How each service will be monitored**

The performance of each individual Member Youth Service will be monitored. The methodology to be used is outlined in Schedule C to this Agreement.

### **3.3 Benchmarks, targets and metrics to be utilised**

The sources of evidence measurement of performance levels are detailed in Schedule C to this Agreement.

### **3.4 Service Level Reporting**

Member Youth Services submit their applications for Youth Services Grant funding to the Youth Work Ireland in November. An Annual Progress Report is required in the 1<sup>st</sup> Quarter (or date specified by National Office). National Office audits the Progress Reports in the context of the applications previously submitted. A report on these audits will be submitted to the Board of Youth Work Ireland. Member Youth Services Boards' must take responsibility for the veracity and accuracy of all data provided. Data provided will be subject to verification and audit.

If Member Youth Services fail upon request to submit their Annual Progress Report prior to the end of the 1<sup>st</sup> Quarter (or date specified by National Office), that failure will be a priority 3 problem and may result in the temporary or permanent cessation of payments to the Member Youth Services.

## 4. PROBLEM MANAGEMENT

### 4.1 Support and Service

*Youth Work Ireland* will provide ongoing assistance to the Member Youth Service to support the services provided. This will include comprehensive service desk facilities from each of the departments / function in National Office and outlined in the *Membership Charter*.

### 4.2 Problem Definition

The following standard problem definitions will apply to the performance of Member Youth Services under this Service Level Agreement.

Priority Problem	Status	Impact
Priority 1	Mission critical	Serious service, and/or financial impact
Priority 2	Extremely urgent	Significant service and/or financial impact
Priority 3	Urgent	Medium service and/or financial impact
Priority 4	Medium priority	Minimal service and/or financial impact
Priority 5	Low Priority	No service and/or financial impact

### 4.3 Problem Escalation

To ensure that the Member Youth Service receives attention on unresolved issues, *Youth Work Ireland* operates a problem escalation procedure. Any staff member or the Link Personnel will inform the Management Team in National Office of problems which have come to their attention, alternatively, the Management Team may identify problems brought to their attention by any party. The Management Team is required to report to the Board on Priority Problems 1 & 2. The Board of Youth Work Ireland is committed to reporting to the Department of Children, Equality, Disability, Integration & Youth on Priority Problems 1 & 2.

## 5. MEMBERSHIP FEE

### 5.1 Membership Fee

The Membership Fee is payable on the submission of an invoice by *Youth Work Ireland* and will be in accordance with the Fee Structure Document as agreed at the Youth Work Ireland Board Meeting on 22<sup>nd</sup> September 2018.

## 6. MEMBER YOUTH SERVICES DUTIES AND RESPONSIBILITIES

### 6.1 Compliance

The Member Youth Service undertakes to:

- Implement in full and comply with all their commitments under all Service Level Agreements issued to the Member Youth Service.
- Comply in full, with all relevant and applicable legislation to include but not limited to legislation applicable to, Safeguarding, Health and Safety, Charity Law, Employment Law, Data Protection, Company law and the Charities Regulator Governance Code.
- Comply with the requirements of the Services Level Agreement including the timely provision of Documentary Evidence as outlined in Schedule C, any reviews required and any corrective actions which may be requested from time to time.
- Provide access to the Compliance Team, Management Team, Pobal and /or the Department of Children, Equality, Disability, Integration & Youth to carry out audits,

- documentary checks, compliance checks etc. Ensure that all publications/promotional literature contain the logos of their funders.
- Provide the National Office by the end of Quarter 2 with details of all budgets (to include expected outputs) prepared by them to retain all relevant documents and records in relation to expenditure for inspection by the National Office, Pobal or the Department of Children, Equality, Disability, Integration & Youth or any Body nominated by the DCEDIY for 7 years.
  - Comply with public procurement policies

## 6.2 Approvals and Information

The Member Youth Service will endeavour to respond promptly to *Youth Work Ireland* requests to provide the documentary evidence provided for in Schedule C of this SLA. *Youth Work Ireland* may interpret a lack of response from a Member Youth Services as non-engagement which may lead to the commencement of Warranties and Remedies as detailed in Section 7.

## 7. WARRANTIES AND REMEDIES

### 7.1 Remedies for breaches

In the event of the identification of any problem the National Office may direct steps to be taken by the Member Youth Services to rectify the problem and the timescale by which the problem must be rectified. If the problem is not rectified to the satisfaction of the National Office and/or the Management Team within the advised timescale the problem is categorised as a Priority 1 problem and may result in the immediate temporary or permanent cessation of payments to the Member Youth Service.

Any priority problems 1, 2 & 3 may require more immediate or radical responses up to and including the cessation of payment (partial or full) until the problem has been fully resolved.

Should the Member Youth Services, National Office and/or Management Team be dissatisfied with the steps taken by the National Office and/or Management Team, they may refer the matter to the Board of Youth Work Ireland within 14 days of the completion of the National Office and/or Management Team timescale. The Board of Youth Work Ireland will confirm whether the problem has been resolved by the Member Youth Services. If the Board of Youth Work Ireland are not satisfied that the problem has been resolved by the Member Youth Service, the Board of Youth Work Ireland may direct the complete cessation of payments and the initiation of proceedings for the expulsion of the Member Youth Service under the terms of the Membership Charter.

The Member Youth Service may within 14 days of the decision of Youth Work Ireland seek to have the decision referred to arbitration under the terms of the Membership Charter.

### 7.2 Quality of Service

*Youth Work Ireland* requires that the Member Youth Service will deliver all of its services in a professional manner consistent with all relevant quality management systems including the National Quality Standards Framework (NQSF). *Youth Work Ireland* through its personnel is required to deliver its services in a manner consistent with the NQSF and work to its own *Continuous Improvement Plan*. In addition to Member Youth Services participating in the NQSF, the National Office provide a range supports and services to ensure quality youth work provision.

### 7.3 Force Majeure

Except in respect of payment liabilities, neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.

## **8. SECURITY**

### **8.1 Information and data security measures**

*Youth Work Ireland* will manage information and data security with reasonable efforts to restrict unauthorised access. Both *Youth Work Ireland National Office* and *Member Youth Services* will ensure that its personnel are fully aware of the risks associated with information and data security issues in compliance with Data Protection Legislation.

## **9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION**

### **9.1 Intellectual property rights**

Both parties acknowledge the intellectual property rights of the other party whether registered or not.

### **9.2 Confidentiality**

Both parties agree to keep confidential all information concerning the other party's business or its ideas, products, clients or services that could be considered to be "confidential information". "Confidential information" is any information belonging to or in the possession or control of a party that is of a confidential, proprietary nature and that is furnished or disclosed to the other party. Confidential information will remain the property of the disclosing party and the receiving party will not acquire any rights to that confidential information. There are however exceptions to this rule of confidentiality in cases of safeguarding, whistleblowing, and knowledge of criminal and terrorist activity and either party must disclose any information whether confidential or not as required by law. In certain situations, it may be necessary to make disclosures to statutory bodies such as Gardai, TUSLA, CRA.

## **10. LEGAL COMPLIANCE & RESOLUTION OF DISPUTES**

### **10.1 Formal Resolution**

In the event of a Priority Problem being deemed resolved by the National Office, Management Team or the Board of Youth Work Ireland, under the procedures set out at 7.1 above, any temporary cessation of payments shall be resumed.

## **11. GENERAL**

### **11.1 Notices**

Formal notices required under this SLA are to be sent to the address and persons specified in Schedule B to this Agreement. Notices are to be sent in writing by recorded delivery.

### **11.2 Standard of care**

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

### **11.3 Changes to the Agreement**

All changes to this Agreement must be approved in writing by the Board of Youth Work Ireland.

#### 11.4 Exhibits

The Schedules referred to in and attached to this document are to be considered an integral part of this Agreement.

#### SIGNATURES

The following authorised representatives of each party execute this Agreement at the Commencement Date:

##### For Youth Work Ireland

<b>Signature:</b>	<b>President / Chairperson of the Board of Youth Work Ireland</b>
<b>Name:</b> Catherine Durkin	<b>Date of signing:</b>
<b>Signature:</b>	<b>Chief Executive of Youth Work Ireland</b>
<b>Name:</b> Patrick J. Burke	<b>Date of signing:</b>

##### For the Member Youth Service

<b>Signature:</b>	<b>Chair of the Board of _____</b>
<b>Name:</b>	<b>Date of Signing:</b>
<b>Signature:</b>	<b>Regional Director:</b>
<b>Name:</b>	<b>Date of Signing:</b>



**SCHEDULE A - PLACE OF DELIVERY & SERVICE AVAILABILITY**

Please list locations from which services are offered in your region and the opening hours for each location regardless of funding streams. (Please attach as Appendix 2)

**SCHEDULE B - NOTICES**

<b>Day to day Link Person in Member Youth Services:</b>		<b>Contact Details:</b>
<b>Address:</b>		Tel: Email:
<b>National Office Link Person:</b>	Ultan Browne	<b>Contact Details:</b>
<b>Address:</b>	Youth Work Ireland 20 Lower Dominick Street Dublin DO1YP97	Land Line: 01 858 4500 Email: <a href="mailto:ubrowne@youthworkireland.ie">ubrowne@youthworkireland.ie</a>

## Schedule C.

### Part 1

**All of these items must be delivered to the Compliance Team within its deadlines this year 2022.**

- Your audited Financial Statements by 30<sup>th</sup> June 2022
- Your Application for DCEDIY YSGS 2023 to include the YSGS Budget and expected outputs. Deadline is DCEDIY dependent
- Your progress report for DCEDIY YSGS 2021. Deadline is DCEDIY dependent.
- Quarterly Returns to be submitted at the end of each quarter with accompanying documentation validating YSG Expenditure.
- Confirmation of compliance with the Charities Regulator Governance Code.
- Your signed declaration that adequate insurances are in place and that the DCEDIY and Pobal have been indemnified for all YSGS activities. With this signed SLA.
- Your signed declaration that all other funders Conditions and SLAs have been complied with.
- Copies of Statement of Assurances sent to local ETB regarding NQSFVYLG for Youth Clubs. Deadline is May 2022.
- 2022 Child Protection audit by 31<sup>st</sup> March 2022 this form will be sent to you for confirmation and or changes.
- Is your tax clearance up to date.

### Part 2

**These items may be requested by Compliance Team on an audit sample basis.**

#### **Governance and working with the Board:**

**The following may be checked by the Compliance Team. Therefore, you are requested to keep them in date.**

- Your Companies Registration Office records. The Compliance Team team will check have you filed in a timely manner. Your filings should include but not limited to; are all of your Directors correct, that you filed non-abridged accounts, your most current company constitution and its rules.
- Your Charities Regulatory Authority public records. To include but not limited to; your list of trustees, timely filing of your activities report, is your listed turnover and other details on the website correct.
- Is your Lobbying Register entry up to date.
- Is your Governance code entry up to date.
- Complaints and Issues Log.
- Your DCEDIY UBU (former SPY) applications for 2022. Deadline is DCEDIY dependent.
- Your DCEDIY UBU (former SPY) progress reports for 2021. Deadline is DCEDIY dependent.

**The following may be requested by National Office. Therefore, you are requested to ensure they are easily accessible by your staff.**

- Skills audit and training register for the members of your Board and for your company secretary.
- Make up of any board subgroups including Audit and Governance subgroups.

- Role descriptions for the Chair, Vice Chair, Treasurer, Company Secretary and other positions on your board.
- A written statement of the division of responsibilities between chair and CEO/RD/Manager.
- Copies of Board Induction packs.
- All Board (and Board Sub-Committee) agendas and minutes for the previous calendar year and the current year to date.
- AGM minutes. Evidence of inviting stakeholders to AGM.
- Evidence of engaging with stakeholders during planning process e.g., consultations in Strategic Planning.
- Evidence of membership of Board rotation.
- The current strategic plan.
- Reporting on the current strategic plan by Management to the Board. This could take the form of a Managers report to the Board, reporting on operation plans at Board level etc.
- Signed Board Budgets.
- Support and Supervision records of the Board of its Regional Director/CEO/Manager.
- Board approved Risk Register for the entire Service.
- Evidence of reviewing governance code requirements on a regular basis.
- Copies of Governance and Finance audits by funders (e.g., ETB's, IYJS) to include their progress to date reports.
- Management accounts including Income and Expenditure, Balance Sheet, Cashflow.
- List of all substantial assets and confirmation that these assets are held in the company name.
- List of all substantial mortgages and details of any assets they are secured upon.
- Organisation Breakdown Structure.
- Copies of Management Letter from Auditor.
- Evidence of tendering for external auditors every five years.
- Details of any conflicts of interest and/or conflicts of loyalty at Board level.
- Evidence the NQSF process is on the Board agenda.
- Evidence of following Public Procurement rules. E.g., Tender documentation, asking for quotes etc.
- Board policies to include:
  - Conflict of Interest
  - Conflict of interest register
  - Board's Risk Register
  - Finance Policy
  - Procurement Policy
  - Human Resources Policy
  - Safeguarding and Child Protection policies and procedures based on nationally agreed document.
  - Safeguarding statement - display on your website and on your wall.
  - Data Protection Policy
  - Volunteer Policy.
  - Health and Safety Policy
  - Safety Statement
  - Equality Policy National Policy available
  - Complaints Policy
  - Youth Participation Policy as agreed nationally
  - Reserves Policy
  - Any other relevant policy for your youth service

## **Management of the Service:**

The following may be requested by National Office. Therefore, you are requested to ensure they are easily accessible by your staff.

### Operational Planning:

- The Operational Plan for the entire service. Individual working plans where relevant.
- Staff meeting notes for the last calendar year and the current year to date.

### NQSF:

- The membership of the implementation team for NQSF together with a note of meetings of the implementation team.
- Evidence of your current NQSF report including the CIP and progress reports.

### Safeguarding:

- Evidence that your safeguarding statement is kept in a visible location.
- Risk assessment, policies and procedures and your checklists.

Clubs work (where mentioned included in the application and progress report for YSGS).

### Clubs:

- Evidence to ensure that members reported for each club is correct.
- Timetables/schedules of visits to youth clubs by the club's support worker.
- Evidence of affiliation process for new and existing clubs. GV checks, safeguarding trainings etc.
- Individual club(s) Safeguarding Statements.
- Supporting documentation showing that all safeguarding and other trainings are kept in date. E.g., Timetables of Children's First training delivered.
- Up to date list of affiliated clubs and of all volunteers.

### Human Resources for club workers and other employees paid by YSGS:

- Job Description and Job contract for the Club workers posts paid for by the YSGS funding stream.
- Evidence of Support and Supervision of all staff paid for by YSGS.
- Timesheets for all staff paid for by YSGS.

### Youth Services Progress Report documentation:

- Evidence and supporting documentation for work completed and reported in the YSGS progress report to the DCEDIY.

**APPENDIX 1 (attached)**

This Service Level agreement is compliant with and underpinned by ***DPE 022/05/2013 Circular: 13/2014 Management of and Accountability for Grants from Exchequer Funds.***