Guidelines for the Operation and Administration of Job Clubs
Contents

Introduction ........................................................................................................................................5

Section 1: Job Club Service
1.1 Job Club Aims and Objectives .................................................................................................6

Section 2: Contract
2.1 DEASP Contract Management ................................................................................................7
2.2 Legal entity ................................................................................................................................7
2.3 Cessation of contract ................................................................................................................7

Section 3: Services and Target Groups
3.1 Services Provided .....................................................................................................................8
  3.1.1 CV Preparation ...................................................................................................................8
  3.1.2 Employment Focused Workshops ......................................................................................9
  3.1.3 One-to one engagement ....................................................................................................10
  3.1.4 Drop in Facility ...............................................................................................................10
  3.1.5 The Job Club and Employers .........................................................................................10
3.2 Service Delivery ......................................................................................................................10
3.3 Outcome counting ...................................................................................................................11
  3.3.1 Referral of Jobseekers to Job Club ................................................................................12
  3.3.2 Application of Penalties ..............................................................................................13

Section 4: Resourcing
4.1 Roles ......................................................................................................................................14
  4.1.1 Code of Practice ...............................................................................................................14

Section 5: Business Management
5.1 Job Club Facilities/Premises ..................................................................................................15
5.2 Freedom of Information Act, 2014 Requests for Records .....................................................15
  5.2.1 FOI Requests ................................................................................................................16
  5.2.2 Records ........................................................................................................................16
  5.2.3 Contractor Liaison .........................................................................................................16
  5.2.4 Procedure - FOI Request submitted to Contractor .......................................................17
5.2.5 Procedure – FOI request submitted to DEASP ........................................18
5.2.6 General Query ..........................................................................................19
5.2.7 FOI Fees ..................................................................................................20
5.2.8 Request from the Office of the Information Commissioner ......................20
5.2.9 Helpful Links ............................................................................................20

5.3 Data Protection ..............................................................................................20
5.3.1 Client Data Access Requests ......................................................................20
5.3.2 Job Club Compliance Officer .....................................................................21
5.3.3 Social Media ...............................................................................................21

5.4 Employer Engagement ..................................................................................21

5.5 Communications ..............................................................................................21
5.5.1 Standards ..................................................................................................22
5.5.2 Using Department Logo ...........................................................................22
5.5.3 Development of Materials .........................................................................22
5.5.4 Media Handling & Events ..........................................................................22
5.5.5 Issue/Crisis Management ...........................................................................23

5.6 Complaints ......................................................................................................23
5.6.1 Definition of Complaint ............................................................................24
5.6.2 General Principles .....................................................................................24
5.6.3 Dealing with a Complaint ..........................................................................25
5.6.4 Complaints referred to DEASP ..................................................................27
5.6.5 Procedures for dealing with complaints under Section 38 

 of the Disability Act 2005 .............................................................................28
5.6.6 Flow chart of complaint process ..................................................................30
5.6.7 Letter to client from DEASP .....................................................................30
5.6.8 Helpful links ...............................................................................................30

Section 6: Financial Management

6.1 Overall Arrangements ..................................................................................31
6.2 Apportionment ...............................................................................................31
6.3 Bank Account ................................................................................................32
6.4 Tax Clearance Certificate/Charitable Status ..................................................32
6.5 Contract Value ..........................................................................................................................33
  6.5.1 Participant Allowance .........................................................................................................33
6.6 Float .......................................................................................................................................34
6.7 Claims and Payments .............................................................................................................35
6.8 Travel and Subsistence ..........................................................................................................36
6.9 Petty Cash ................................................................................................................................36
6.10 Annual Audited Accounts ....................................................................................................36
6.11 Insurance ..............................................................................................................................37
6.12 Asset Register .......................................................................................................................37
6.13 Lease Agreement (Premises) ................................................................................................37

Section 7: Monitoring and Evaluation

7.1 Monthly Reports ..................................................................................................................38

Section 8: Records

8.1 Documentation .......................................................................................................................39
8.2 Client Records .......................................................................................................................39
8.3 DEASP Systems .....................................................................................................................39

Appendices (available on welfare link)

Appendix 1 Monthly Claim Form (Single and Multiple)
Appendix 2 Contractor Checklist for Job Club Claim
Appendix 3 Control Account Sample
Appendix 4 Participant Registration Form
Appendix 5 Participant Bank Authorisation Form
Appendix 6 Books of Account and Record Keeping: Best Practice
Appendix 7 Float Request Form
Appendix 9 Assets Register Template
Appendix 10 Bank Authorisation Form
Appendix 11 Insurance Checklist
Appendix 12 Data Protection Agreement with Contractor Staff
Appendix 13 Data Protection Compliance Officer Protocol
Appendix 14 Employer Engagement Guidelines
Appendix 15 Client Journey
Introduction

This document sets out the basic principles and guidelines for the operation and administration of Job Clubs.

These guidelines form part of the contract entered into for the provision of the Job Club service. The agreement is governed by the terms and conditions as set out in the contract and schedules and in the case of conflict of wording, in the following order of priority:

1. The Contract and the Schedules
2. The Guidelines.

Contractors must ensure that all clients of the service are made aware that the Job Club service is being delivered on behalf of the Department of Employment Affairs and Social Protection.
Section 1: Job Club Service

1.1 Job Club Aims and Objectives

The Job Club is an employment service and is intended to form part of an integrated approach to the needs of unemployed jobseekers.

Job Clubs aim to:

- enable job ready\(^1\) jobseekers to obtain employment in the open labour market
- facilitate the exploration and follow-up of employment opportunities
- assist in the integration of jobseekers into employment
- meet the labour market requirements of employers
- support the activation measures and Intreo service provided by DEASP

For Unemployed Jobseekers the Job Club will:

- update the jobseekers’ skills and competencies
- prepare Curriculum Vitae and Letters of Application
- assist the jobseekers’ in putting the CV on Jobs Ireland website (www.JobsIreland.ie)
- prepare for attending interviews
- give access to and use of telephone/internet in job-seeking
- develop an individual Employment Action Plan for each jobseeker
- identify the type of employment the jobseeker wishes to pursue in the open labour market.
- liaise with potential employers
- provide on-going support to clients
- provide up-to-date information on the local economy and potential job opportunities.

For Employers the Job Club will:

- provide a free recruitment and placement service
- encourage employers to use with Jobs Ireland website
- maintain a database of job seekers
- facilitate access to a local workforce

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\(^1\) Job Ready is defined as “a person who has the necessary training, education and motivation to pursue work in the open labour market”
Section 2: Contract

2.1 DEASP Contract Management

The Contracted Public Employment Services (CPES) unit in the Department of Employment Affairs and Social Protection (DEASP) has responsibility for the Job Clubs with regard to contracts and policy. Operational decisions in relation to Job Clubs are the responsibility of DEASP divisions. Contractors are required to work through/with their local divisional contact with regards to the delivery of the service.

2.2 Legal Entity

Job Club Contractors are required to form a separate legal entity or be part of an existing legal entity which is satisfactory to the DEASP i.e. a company limited by guarantee or a co-operative as per the contract.

2.3 Cessation of Contract

As per the contract as signed, Contractor must give the Department 60 days notice if seeking to terminate the contract before the term of the contract has expired. This must be formal written Notice of the proposed cessation date.

Where a contract is terminating, for whatever reason, as per the contract the Contractor must ensure inter alia that:

- The final claim is submitted
- The float is reimbursed in full
- All assets are returned to the Department
- All client data is returned to the Department
- The final audit is completed. The final audit cannot commence until the final claim is submitted (Section 6.10).
Section 3: Services and Target Groups

3.1 Services Provided

The Job Club service will network and build up a good working relationship with the business/employer community and will provide:

- a support service to unemployed jobseekers (Appendix 15);
- a placement service for clients referred through the Minister’s activation processes into employment;
- employment focused workshops;
- a ‘one to one’ assistance with job applications and liaison with employers on behalf of jobseekers;
- a drop-in job-seeking service with access to facilities and resources e.g. internet, computers, phone, business directories, Jobs Ireland vacancies and other relevant data sources;
- assistance to employers regarding their labour requirements;
- practical support on an individual and group basis;
- assistance to jobseekers and employers in registering with Jobs Ireland;
- follow-up support to jobseekers as necessary after placement to maximise job retention;
- activation measures as may notified by the Minister from time to time;

3.1.1 CV Preparation

When a client commences the activation process with Intreo or DEASP nominated service provider the first task they may be required to complete is the preparation of a CV. In some instances, where a client has particular difficulty in the preparation they may be referred to the Job Club for assistance. The Job Club must assist the client in registering with Jobs Ireland and uploading the CV. The client continues to work with their Intreo Case Officer/DEASP nominated service provider (e.g. LES) in the search for employment. There is no placement target for this group.

A client must be referred through ACM for this service and the Job Club must have received the referral letter. (See 3.3.1)

A client can only be referred for CV Prep if they have not already completed a workshop or 1:1 intervention within the current contract period. A client cannot undertake a CV Prep session if they have already availed of a workshop or 1:1 intervention as these include CV Prep.
3.1.2 Employment Focused Workshops

The Job Club will provide formal workshops which are an active, practical and participative process to facilitate people to gain employment. The workshop schedule is outlined in the contract bid and is as agreed and approved by DEASP following the bid process and incorporated into the contract.

While there are core elements, it is accepted that each workshop will be tailored to meet the needs and aptitudes of job seekers within each group, location and/or sectoral requirements. It is intended that the Job Club model be flexible and responsive to such needs.

Formal workshops should cover:

- Profiling of individual client skills and matching with local job opportunities;
- Individual Employment Plan;
- Understanding of interview process; the employer’s approach and the development and practice of interview skills;
- CV preparation;
- Registering with Jobs Ireland and uploading CV
- Letters of application and application forms;
- Sourcing and approaching referees;
- Local economy, employers, job opportunities;
- The value of transferable skills;
- Communication skills in the workplace;
- Group participation and motivation;
- Using the internet in job searching, online applications;
- The current labour market.

Job Clubs may be full or part-time and may vary in duration from one (1) to four (4) weeks and is entirely dependent on the needs of the DEASP division. The number and duration of workshops for the contract period are as set out in the contract bid.

A client must be referred through ACM for this service and the Job Club must have received the referral letter.

If a sign in sheet is being used it must only contain a client’s name. A client’s PPSN number or other personal details must not be visible to other attendees.

A Job Club may provide a mobile service where it is deemed appropriate. This service provision must be agreed and approved by DEASP. For example, in rural locations it may be considered necessary to provide a programme in outlying areas and hire local facilities to accommodate a temporary provision of service.
3.1.3 One-to-one engagement

Job Club leaders will provide a practical and personal support for Job Club clients on an individual basis. This constitutes a one to one engagement (1-1) and must be recorded on the Registration Form A4JC (Appendix 4), which captures date of intervention; duration and intervention type e.g. structuring CVs/Job Application forms; interview coaching and support pre-interview. The Job Club must assist the client in registering with Jobs Ireland and uploading the CV. This is separate to the general drop in facility.

A client may be referred through the ACM for a 1-1 or may engage directly with the Job Club themselves.

3.1.4 Drop in Facility

A drop-in service is also to be available for jobseekers without a formal referral to allow jobseekers to access facilities and resources, e.g. internet, computers, phone, business directories, Jobs Ireland website and other relevant data sources. Clients availing of the drop-in facility are not required to complete the Registration Form and the Job Club must not include them on the monthly activity return made to the DEASP division.

3.1.5 The Job Club and Employers

The Contractor will maintain a database of local employers and will actively engage with them in relation to the identification of potential job opportunities and in supporting jobseekers in accessing such vacancies.

3.2 Service Delivery

The Job Club is an employment service and is intended to form part of an integrated approach to the needs of jobseekers. The service MUST be accessible to participants from Monday to Friday between 9am to 5pm for 48 weeks of the contract term. The service will be utilised by DEASP and its nominated service providers (e.g. LES) as a first (CV Preparation) and a final (workshops and one-to-one interventions) step in the activation process.
3.3 Outcome counting

The Job Club service is provided to unemployed jobseekers.

The CV Preparation is intended for Intreo and DEASP nominated service providers’ clients who are commencing the guidance process and have particular difficulty in preparing a CV. A person who attends for CV preparation at the beginning of the activation process may subsequently be referred to a workshop/one-to-one when they are at the end of the process. There is no placement target from the CV preparation service.

The workshops and one-to-one interventions are open to job ready jobseekers who wish to follow-up employment opportunities.

A client may attend all three services during the contract period but cannot attend CV Prep if they have already completed a workshop or 1-1 as preparation of a CV is included in these services.

There must be no double-counting of placement statistics e.g. a person who engages in a formal workshop and subsequently undertakes a one-to-one, or vice versa, and is placed in employment, should be counted as one placement against the last intervention undertaken i.e. if a client attends a workshop and then a 1-1 the placement is recorded against the 1-1 on the monthly returns and the workshop shows no outcome.

Clients who are engaged on schemes that attract a DEASP payment may not attend the workshop until they have completed the scheme e.g. CE, TUS
3.3.1 Referral of Jobseekers to a Job Club

The Department has a computer system, Activation Caseload Management (ACM) to manage client caseloads.

All referrals from Intreo and DEASP nominated service providers will be processed using the ACM. In the client’s Employment Support Record (ESR), Intreo staff and DEASP nominated service providers will select the ‘referral and intervention’ option for Job Clubs and select the Job Club they want to refer the client to from the drop-down menu. This action will generate two letters:

1. One of these is for the client and details the Job Club they have been referred to and advises that the Job Club will be contacting them with available dates.

2. The second letter is for issue to the Job Club and gives the client’s name, address, email, telephone and PPS and also details which service the client is being referred for (workshop, 1-1 or CV). The Intreo Office/DEASP nominated service providers office may post or scan and email the referral letters to the Job Club.

3. The Job Club must then contact the client by letter/email/telephone to arrange a suitable date with the client. Emails and telephone numbers will only be included in the letter where they are present on the client’s ESR.

Participants for the CV preparation service must be referred through DEASP Intreo or DEASP’s nominated service providers, all referrals will be actioned in ACM and will be supported by the ACM referral letter.

Participants for the formal workshops will be referred through DEASP Intreo or DEASP nominated service providers and all referrals will be actioned in the ACM and supported by the ACM referral letter. Clients who are engaged on schemes that attract a DEASP payment may not attend the workshop until they have completed the scheme e.g. CE, TUS.

Participants for the one to one engagement may be referred through DEASP or may engage directly with the service themselves.

It is a matter for the Job Club contractor to manage the waiting list for their services. When the referral letter is received the Job Club must contact the client and inform them of available dates. Where a date is arranged and the client does not attend (DNA), the Job Club should reschedule. If the client again fails to attend, the Job Club must record the client’s non-attendance on the monthly return (the month of the appointment date) and insert comments as appropriate i.e. that the client did not attend initial and rescheduled appointment etc. Comments must be relevant, appropriate, factual, brief and to the point in plain language. See Section 7.1 for Monthly Reports.
3.3.2  
Application of Penalties

Where a jobseeker is referred through the Department’s activation process and fails, without good cause or reasonable explanation to attend, then their jobseeker payment may be affected.

Also if a jobseeker drops out of the process, the Department may recall them for an interview and their jobseeker payment may be affected.

The Job Club must ensure that all clients’ records are updated as appropriate in the monthly returns with *DNA, Dropped Out* etc and that this data is communicated securely to the DEASP Division (Section 7.1 Monthly Reports).
Section 4: Resourcing

Job Club contractors are encouraged to advertise their staff vacancies using the DEASP services e.g. Jobs Ireland website, in addition to whatever other means the Contractor wishes.

4.1 Roles

As per the contract, DEASP funds staffing costs for the following roles:

- Job Club Leader
- Job Club Assistant

If the number employed in any category falls below the number specified in the Contract, funding will be reduced.

4.1.1 Code of Practice

The Contractor should have a Code of Practice to describe the standards expected of their staff.

Having a Code of Practice will ensure that their staff and services:

- Have full regard for the clients’ needs;
- Achieve the best possible outcomes for clients; and
- Give rise to a public image which promotes the Job Club

A suggested basis for a Code of Practice is set out below; however it is a matter for the contractor to have an effective code of practice in place.

Suggested/sample Code of Practice

Standards

Aim to:

- Ensure local and national information is up-to-date and accurate;
- Check and revise information to ensure standards are maintained;
- Source and provide relevant and current information; and
- Ensure that information is conveniently located, attractively displayed, observes ‘plain English’ advice and freely available to clients.

Relationship with Clients

- Treat clients with respect and courtesy;
- Advise clients of their role and responsibilities and clarify clients’ expectations;
- Ensure clients are given appropriate time and attention;
- Assist clients to interpret information accurately; and
- Ensure confidentiality of the service.
Section 5: Business Management

5.1 Job Club Premises/Facilities

The proposed premises/facilities must be approved by the DEASP Division. Sixty days’ notice is required if the Job Club proposes to move premises (except in emergency situations). The Contractor will provide a range of facilities for the delivery of the Job Club including:

- Fully equipped room to facilitate up to 20 jobseekers i.e. seating and writing accommodation, overhead projector, flipchart, black/white board
- Free access to telephone and postage facilities, local and national newspapers
- Access to computer, printer, photocopier, internet
- Remote access and laptops for mobile Job Club, if applicable
- Adequate space and drop in facilities
- Premises must provide access for people with disabilities. The premises should be in a prominent and accessible location and of good commercial standard
- Provision of service which is accessible to the participants from Monday to Friday between 9am to 5pm for 48 weeks.

5.2 Freedom of Information Act, 2014 Requests for Records

Note: The Contractor shall not, in any circumstances, release any record directly to a Requester.

The Freedom of Information (FOI) Act 2014 provides the legal right for the public to access information and records held by public bodies, prescribed bodies and service providers. The Department of Employment Affairs and Social Protection is an FOI body for the purposes of the Act, and is subject to the provisions of the Act in respect of the information and records held in connection with its remit.

Accordingly, all records transferred to the Contractor, or created, amended or maintained by the Contractor for the purpose of providing activation services are subject to the FOI Act, and requests for such records must be addressed in accordance with the provisions of the FOI Act.

The Act imposes mandatory timeframes for processing requests for records. The Department and the Contractor must therefore accord utmost priority to processing requests submitted in accordance with FOI legislation (please see Table 2 below: Timetable for Contractor Response to FOI Requests).
5.2.1 FOI Requests

A request for information or records under the FOI Act must:

- Be made in writing (via letter or email);
- Specify that the request is submitted in accordance with FOI legislation; and
- Contain sufficient information to allow the records sought to be readily identified

There are three categories of FOI requests:

- ‘personal’, which refers to records comprising information about an identifiable individual;
- ‘non-personal’, which may include records in relation to policy, contracts, statistics, staffing, performance indicators, reports etc.;
- ‘mixed’, which may comprise both personal and non-personal records.

The Contractor may receive requests for records from clients, journalists, interest groups etc., each of whom is referred to throughout this document as ‘the Requester’.

5.2.2 Records

For the purposes of FOI, a ‘record’ may encompass information which is presented in a variety of formats, including paper, electronic devices, audio visual or photographic format and may comprise:

- books, files, letters, notes, diaries, jotters, post-its;
- emails, texts, disks, databases, phone recordings or otherwise held electronically;
- CDs, films, tapes, CCTV, web footage, TV footage; and
- maps, plans, microfiche, microfilm, models, simulations.

5.2.3 Contractor Liaison

The Contractor must assign responsibility for dealing with requests for records under FOI legislation to the contractors nominated Data Protection Compliance Officer (see Data Protection Section 5.3.2 below) or the person deputising for the Data Protection Compliance Officer in his/her absence.

The Contractor will furnish the contact details (email address, mobile phone and landline numbers) of that member of staff to:

- the DEASP Divisional Assistant Principal with responsibility for the contract, and
- the Contracted Public Employment Services (CPES) Unit, as per the Data Protection Section below.

The Contractor will ensure that the nominated member of staff will be fully apprised of the Contractor’s obligations under the FOI Act, and will
acknowledge such requests on the date of receipt, and respond to requests and enquiries in connection with FOI matters within three working days [please see Table 2 below].

The Contractor may receive requests for records under FOI legislation from a variety of sources, including by letter or phone, via email or from personal callers. Any such requests must be forwarded to the Department for processing. As a general rule, if a client requests his/her personal records, the request will be dealt with by the FOI Decision Maker in the client’s Social Welfare Local Office, Intreo Centre or the Divisional Assistant Principal.

If the request is in respect of non-personal records (for example contracts or policy matters) the request will be addressed by the FOI Decision Maker in the CPES Unit. The Table below [Table 1] details the appropriate action in respect of FOI requests.

**TABLE 1**

<table>
<thead>
<tr>
<th>Request submitted by</th>
<th>Action</th>
<th>Timeframe/Advice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter in the post, from client, requesting his/her personal records under FOI</td>
<td>Date stamp &amp; forward to: The Divisional Assistant Principal/ FOI Officer, Social Welfare Local Office/Intreo Centre.</td>
<td>Timeframe: Immediately on receipt</td>
</tr>
<tr>
<td>Letter in the post, requesting non-personal or mixed records under FOI</td>
<td>Date stamp &amp; forward to: FOI Decision Maker, CPES, Floor 5, The Guild Building, Cork Street, Dublin 8.</td>
<td>Timeframe: Immediately on receipt</td>
</tr>
<tr>
<td>Letter delivered by hand, from client requesting his/her personal records under FOI</td>
<td>Date stamp &amp; forward to: The Divisional Assistant Principal/FOI Officer, Social Welfare Local Office/Intreo Centre.</td>
<td>Timeframe: Immediately on receipt</td>
</tr>
<tr>
<td>Letter delivered by hand, requesting non-personal or mixed records under FOI</td>
<td>Date stamp &amp; forward to: FOI Decision Maker, CPES, Floor 5, The Guild Building, Cork Street, Dublin 8.</td>
<td>Timeframe: Immediately on receipt</td>
</tr>
<tr>
<td>Phone call from client requesting his/her personal records under FOI</td>
<td>Advise caller to put his/her request in writing, and send to: The Divisional Principal/ FOI Officer, Social Welfare Local Office/Intreo Centre.</td>
<td>Give caller the address of the Divisional Assistant Principal/ his/her Social Welfare Local</td>
</tr>
<tr>
<td>Phone call requesting non-personal or mixed records under FOI</td>
<td>Advise caller to put his/her request in writing, and send to The FOI Decision Maker, CPES, Floor 5, The Guild Building, Cork Street, Dublin 8.</td>
<td>Give caller the address of the CPES Unit (i.e. Floor 5, The Guild Building, Cork Street, Dublin 8)</td>
</tr>
<tr>
<td>Email from client requesting his/her personal records under FOI</td>
<td>Forward email to: The Divisional Assistant Principal/FOI Officer, Social Welfare Local Office/Intreo Centre.</td>
<td>Timeframe: Immediately on receipt</td>
</tr>
<tr>
<td>Email requesting non-personal or mixed records under FOI</td>
<td>Forward email to: The FOI Decision Maker, CPES Unit at: LESJOBCLUBS@welfare, with the subject line: FOI REQUEST.</td>
<td>Timeframe: Immediately on receipt</td>
</tr>
<tr>
<td>Client calls to Contractor Office, requesting his/her personal records under FOI</td>
<td>Advise that request must be made in writing and sent to: The Divisional Assistant Principal/FOI Officer, Social Welfare Local Office/Intreo Centre.</td>
<td>Give contact details</td>
</tr>
<tr>
<td>Person calls to Contractor Office requesting non-personal or mixed records under FOI</td>
<td>Advise that the request must be made in writing and sent to: The FOI Decision Maker, CPES, Floor 5, The Guild Building, Cork Street, Dublin 8.</td>
<td>Give contact details</td>
</tr>
</tbody>
</table>

### 5.2.5 Procedure – FOI request submitted to DEASP

In the case of a request for records under FOI legislation submitted by a Requester directly to the Department, the Department’s practice will be to notify and furnish details of the request to the designated member of the Contractor’s staff (the nominated Data Compliance Officer).

That notification will include the formal request for records held by the Contractor.

The registered number of the FOI request will appear in the subject line of the email issued by the Department to the Contractor’s designated member of staff, and in the text of the formal request for records. This number must be quoted in all correspondence in connection with that FOI request.

The Contractor must acknowledge receipt of that notification without delay.
and not later than close of business on the same date.

In order to comply with the formal request from the Department for all records held by the Contractor in connection with the FOI request, the Contractor’s designated member of staff will identify, retrieve and furnish all records to the Department without delay, and not later than close of business on the sixth working day following receipt of the formal request for the records.

Please see timeframes in Table 2 below:

**TABLE 2**

**Timetable for Contractor Response to a request from the Department in connection with FOI Request**

<table>
<thead>
<tr>
<th>Action</th>
<th>No. working days from receipt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acknowledge receipt of request (from Department)</td>
<td>On date of receipt</td>
</tr>
<tr>
<td>Identify and retrieve records</td>
<td>Within three working days of date of receipt</td>
</tr>
<tr>
<td>Identify any issues and draw to the attention of the Department</td>
<td>Within three working days of date of receipt</td>
</tr>
<tr>
<td>Furnish records to the Department</td>
<td>By close of business on the sixth working day following receipt of the formal request</td>
</tr>
</tbody>
</table>

The Contractor will provide all information relating to the FOI request.

**Note:** In most instances, the Requester will request that the records be furnished in a particular format i.e. a copy. Under law, the format sought by the Requester should be facilitated where reasonable to do so.

The Contractor shall identify any information which, in its view, should not be disclosed on grounds of commercial sensitivity. The Department will consult the Contractor in relation to commercially sensitive information prior to making a decision on any Freedom of Information request received.

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**5.2.6 General Query**

If the Contractor receives a query of a general nature or a request for information regarding the FOI process, the Contractor should direct all such requests to the Department’s dedicated Unit, contact details are as follows:

- **FOI Unit,**
  Department of Employment Affairs and Social Protection,
  Social Welfare Services Office,
  Shannon Lodge,
  Carrick-on-Shannon,
  Co. Leitrim
- Email: foi@welfare.ie
5.2.7 FOI Fees

The Contractor should note that the FOI Act provides for the imposition of charges in certain circumstances. The Requester will be advised by the Department of the estimated cost of furnishing the records, and the requirement to furnish a deposit to facilitate progression of the request. Failure to advise the Requester of estimated fees at the earliest possible date following the date of receipt of the request will preclude the application of any fee, and hence the necessity to adhere to the timeframes contained in Table 2 above.

The Department’s practice will entail offering the Requester an opportunity to refine the request (and possibly reduce the fees applicable).

5.2.8 Request from the Office of the Information Commissioner

The Office of The Information Commissioner may issue a Section 45 Notice to a service provider requiring them to furnish to their office records in its possession which are relevant to a review. Failure to comply with a Section 45 Notice is an offence which can result in a prosecution or fine, or both.

5.2.9 Helpful Links


5.3 Data Protection

The obligations of the Contractor in terms of Data Protection are as set out in the Contract as signed.

The contractor must adopt a best practice approach as to how personal data is handled. For example they must;

1. Obtain and process the information fairly;
2. Keep it only for one or more specified and lawful purposes;
3. Process it only in ways compatible with the purposes for which it was provided initially.
4. Keep it safe and secure;
5. Keep it accurate and up-to-date;
6. Ensure that it is adequate, relevant and not excessive;
7. Retain it no longer than is necessary for the specified purpose or purposes;
8. Give a copy of his/her personal data to any individual, on request. See 5.3.1 below.

These provisions apply to ALL personal data held. It relates to both automated data (i.e. records held on computer) and manual data held in a relevant filing system.

5.3.1 Client Data Access Requests

The Contractor must NOT respond directly to requests. The Department in its role as Data Controller will respond to the request.

The contractor is required to comply with any access request for personal data under the Data Protection Acts 1998 & 2003. All data access requests must be forwarded by the contractor to the DEASP Assistant Principal in the Division within 48 hours of receipt along with two copies of the relevant data.


5.3.2 Job Club Compliance Officer

The nominated Data Protection Compliance Officer must complete Appendix 13 and must be named in the Contract Bid proposal. A copy of appendix 13 must be forwarded to the DEASP divisional contract manager when a new contract is signed. Any change of personnel in this role must immediately be notified to the DEASP divisional contract manager.

As per FOI section 5.2.3 the nominated Data Protection Compliance Officer has also responsibility for request under FOI.

5.3.3 Social Media

The DEASP Social Media Policy and Usage Guidelines may be used by Contractors as an example to develop their own policy for their staff. The policy is available on request.
5.4 Employer Engagement

Job Clubs engagement with employers must be in accordance with the process outlined in Appendix 14.

5.5 Communications

For the purposes of the guidelines the term ‘Communications’ covers all communications activity directed at any/all stakeholders, for example Marketing, PR, Press Activity.

Contractors must obtain the agreement of the Department locally with regards to their proposed communication strategy and/or communications activities. This is to ensure that there is a consistency of approach with regards to the messaging related to the Job Club service to be provided.

Contractors must brief their local Department contact on their planned communications activities.

This is desired to achieve:

- complementary timing of activities;
- consistency of message; and
- an understanding, within local audiences, of how the Service being delivered fits into the Department’s overall activity.

This will ensure that both DEASP locally and Contractors are able to maximize the value of their communications.

Note: There may be times when a Contractor will need to change aspects of their ‘communications’ activity e.g. if there is a clash which could lead to confusion for the target audience, a need to incorporate Department involvement in PR activity etc. However, maintaining close working relationships locally with the Department will reduce any possible impacts on planned activities.

5.5.1 Standards

Some key issues Contractors must avoid regarding the content of communications activity are:

- Reputational risk: Materials produced must not adversely affect the reputation of the Job Club or other services being provided by the Department e.g. the Contractor should avoid risks that could give rise inadvertently to misleading, inaccurate, unbalanced or controversial media reporting.

- Accessibility: Contractors must ensure that all Clients can access all relevant Contractor and Service information.

- Basic conventions: In producing materials the Contractor must be aware that there are basic conventions that need to be followed. These basic conventions require that communications activities should:
  - be relevant to the Service being delivered/provided;
  - be factual, clear, objective and explanatory;
  - not misrepresent the Department’s position in relation to any issue;
➢ not be, or be liable to misrepresentation as being, party political;

**Note:** should an on-site (or other) visit be requested by a political representative/party/group, The Contractor should contact their local Department contact who will advise on the most appropriate arrangements in such circumstances.

**Should a Contractor wish to have DEASP senior management or ministerial representation at an event this request must be sent to their local Department contact who will revert and advise on the most appropriate arrangements in such circumstances.**

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### 5.5.2 Using department Logo

The Contractor must insert the Department's logo(s), as supplied, prominently into all stationery, emails, websites, promotional, advertising & communications materials, with regards to the delivery of the Job Club service.

The Department's logo must not appear on the Contractor's business cards.

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### 5.5.3 Development of Materials

The Contractor will advise their local Department contact in advance of making any communication about the Job Club, and provide copies of prepared materials for approval (giving adequate time to approve same) in advance of their release.

If materials cannot be easily changed (for example printed documents) these should be submitted to the local Department contact at proof stage.

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### 5.5.4 Media Handling & Events

The Contractor will be required to liaise with their local Department contact (and may be required to liaise centrally i.e. with DEASP CPES and/or the Department's Press Office) in relation to media enquiries, announcements and events.

**Note:** The Contractor must inform their local Department contact, in advance, of any upcoming significant milestones, events and/or ‘issues’.

In instances where there is a Media request:

a) If the Department receives the enquiry: as required the Department may contact the Contractor, who will promptly prepare and forward materials for a draft response.

Or

b) If the Contractor receives the enquiry: the Contractor will promptly advise their local Department contact of the request and will prepare and forward material for a draft response, for consideration by the Department.

c) Requests for interviews: should a request be made, the Contractor must
obtain Department agreement from their local Department contact to the interview, before committing to same.

d) ‘Comments’/‘Commentary’ to be given to the media by the Contractor must be cleared by the Contractors local Department contact.

5.5.5 Issue/Crisis Management

If an ‘issue’ is emerging, the Contractor must immediately contact their local Department contact in order to agree a communications strategy, before any communication about the issue is made.

The Contractor is expected to alert their local Department contact of all stories/coverage related to the Service being delivered and provide sufficient information for the Department to respond to any media enquiries if required.

5.6 Complaints

The Contractor must provide an effective mechanism for Clients to submit complaints and provide reports to the DEASP on the outcome of the investigation of any complaints submitted.

The Contractor must have a complaints process in place that details, at a minimum:

- how the requirements, as below, will be met.
- which sets out how it will record and process Client complaints
- the timescales for handling complaints
- the means through which Clients will be made aware of these processes.

5.6.1 Definition of Complaint

Definition of a complaint is:

“An expression of dissatisfaction, measurable by reference to service standards, and requiring a response”

a) The public are entitled to a high standard of service and the Contractors should try their utmost to meet that expectation – see the DEASP’s Customer Charter on www.welfare.ie

b) Issues covered by the complaint process may include delays, mistakes and poor customer service and also

c) Complaints made under Sections 25, 26, 27 and 28 of the Disability Act, 2005. These sections of the Act relate to access by persons with disabilities to:

- the Department’s public buildings;
The Contractor will be obliged to co-operate and assist in the investigation of any complaint made or examine relevant records on foot of any request legally made in relation to data breaches.

5.6.2 General Principles

Accessibility
- Simple instructions about how to make a complaint should be available to all Clients. Clients should be able to access the complaints process at any point during their engagement period with the service via various methods e.g. phone, letter, fax, email or website. The complaints process should be prominently displayed in all Job Club Offices.
- Clients who wish to pursue their complaints using the Irish language should be catered for and the needs of those with disabilities and/or literacy difficulties should be given careful consideration.
- Suitable accommodation should be provided for receiving and interviewing Clients who wish to make a complaint in person.

Responsiveness
- All complaints should be acknowledged and resolved in a timely manner. Targets should be set for acknowledging receipt of complaints and the completion of their examination. If it is not possible to issue a speedy resolution, interim letters, updating the Client on the progress, should be issued.

Customer Focus
- The Contractor should communicate to all Clients that complaints are taken seriously and will be dealt with in a manner that meets and exceeds their expectations.
- A complainant who remains dissatisfied should be advised of his or her right to refer the case to the Ombudsman where appropriate.

Communication Training
- The Contractors should ensure that all their staff are made aware of their Complaints Policy, through communication and/or training.

Confidential and Impartial
- All complaints should be treated in confidence (except where the Client wishes otherwise). Clients should be assured that making a complaint
will not adversely affect their future dealings with the Contractor. Correspondence about the complaint should be filed separately from other information held on the complainant as a Client of the body.

Documentation

- Once the Client has been given the findings of their complaint and have been notified of the decision, the Client’s complaint file should be closed. The electronic and paper file should record the result, the date the file closed and any other relevant details.
- All complaints and their outcomes must be recorded by categories, e.g. quality of service, policy, actions and decisions or employee contact and behaviour. The Contractor must provide reports on all complaints and/or any particular category of complaint, and outcomes of complaints to the DEASP when requested.

5.6.3 Dealing with a Complaint

a) Grievance and complaints procedures should be outlined to Clients as part of Initial Information Session with details provided in leaflets and on posters throughout each centre to ensure continual awareness.

b) A common sense approach should be taken and wherever possible complaints should be resolved informally by delivery staff. When this is not possible Clients should be requested to put their complaint in writing to the Contractor who will then follow their official complaint process.

c) Once the Contractor is satisfied that the complaint is not frivolous or vexatious they should have systems in place to
   - Acknowledge the complaint within 3 working days advising when a response is likely to be issued.
   - Try and offer an immediate solution.
   - Carry out further investigations and provide a written response within 15 working days
   - Keep the Client informed at every stage of the investigation and process and provide an interim reply when appropriate.
   - Take preventative action to ensure the problem does not occur again
   - Keep records of all complaints and provide details to the DEASP when requested.

d) Clients will be expected to receive:-

   - A fair hearing and a clear explanation of the outcome even if it is not favourable to them. If the Client raises more than one issue, then each issue should be addressed in the reply to the Client.
   - An appropriate remedy where it is found that the Client was not
treated fairly or properly and

- An assurance that other people will be spared the adverse effect which they may have suffered.

e) However, where the Client has exhausted the contractors complaints process and remains dissatisfied with the outcome they may contact the DEASP and have the matter investigated by the Designated Complaints Officer. The Designated Officer will then register the complaint and investigate it as per the DEASP’s complaint policy - See section 5.10.6 below.

f) If the Client reverts stating the complaint has not been resolved, it will then recorded on the DEASP’s complaints system under a new ID Ref No and categorised for a monitoring visit.

g) The DEASP’s Complaints Officer will then arrange for a Monitoring Visit to the Contractor and/or interview of complainant to be conducted within the specified 20 working day time frame, as per their Complaints Policy. The nominated Complaints Officer will investigate matters fully in order to ascertain the facts and will complete his/her investigation report which may include a recommendation for a particular course of action.

h) When the investigation is concluded the Complaints Officer will notify the Client and the Contractor of the outcome of the investigation.

i) If however the DEASP’s complaints procedure including the review process has been exhausted and a complainant is still not satisfied, they may have the complaint independently investigated by the Office of the Ombudsman, 18 Lower Leeson Street, Dublin 2, www.ombudsman.ie.

5.6.4 Complaints referred to DEASP

If a Client complains directly to the DEASP, the complaint will be registered on the DEASP’S system and assigned an ID Reference No. If the Officer of DEASP is satisfied that the complaint is solely in respect of the Contractor, the complaint will be closed on the system and forwarded immediately to the Contractor for a direct reply to the Client, with the proviso, that if they are unable to resolve matters with the Contractor they may revert back to DEASP quoting their initial ID Reference No, for further investigation. – See section 5.6.7 below.

The Contractor must furnish a copy of the reply to DEASP.

If the Client complains about the service that they have received from the DEASP and the Contractor, the DEASP will take ownership of the complaint and may liaise with the Contractor for input into the response to the Client.

If the Client wishes to make a comment or complaint specifically regarding a service provided by the DEASP e.g. a decision of a Deciding Officer or an issue with a staff member they should be advised to submit a
complaint/comment directly to DEASP:

- In person at their local Claim Office.
- Email the DEASP at gcs@welfare.ie
- Submit a complaint on line at www.welfare.ie
- Telephone the Information Service at LoCall 1890 662244
- Request someone to make a complaint on their behalf, including a letter of authorisation with their complaint.
- If the complaint is complicated, the Client might prefer to put it in writing – or submit a complaint form - See section 5.6.8 below.

The Client should also be advised to provide the following information to the DEASP to speed up the handling of their complaint.

- Name, Address and Personal Public Service Number (PPS No).
- Outline of their complaint.
- State the name of the office and of the staff members’ names (if known) they were dealing with.
- Their daytime phone number (if they have one), if they would like to be contacted by phone - this could speed up dealing with their complaint.

5.6.5 Procedures for dealing with complaints under Section 38 of the Disability Act 2005

A complaint may be made against the Department if it does not comply with the provisions of Sections 25, 26, 27 and 28 of the Disability Act, 2005. These sections of the Act relate to access by persons with disabilities to:

- the Department's public buildings;
- the Department's schemes and services;
- services supplied to the Department; or
- information.

In accordance with Section 39 (2) of the Disability Act, 2005 (see Note 1 below) the following are the procedures for making and investigating such complaints.

Making a complaint

a) A complaint may be made by a person, or through his or her:

- spouse/partner, parent or relative;
- guardian or a person acting in loco parentis to that person;
- legal representative;
- a personal advocate, assigned by the Citizens Information Board to represent that person;

or by another person advocating on behalf of that person with his or her consent.

b) A complaint must be made in writing, which can include fax or e-mail, and should provide all contact details, including the Personal Public Service Number if available, for the person making the complaint.

c) The complaint should state that it is a complaint under Section 38 of the Disability Act 2005 and should, in so far as is possible, set out as clearly as possible the grounds for the complaint regarding the failure of the Department to provide access to its schemes and services.

d) The complaint must be made to:

The Secretary General,
Department of Employment Affairs & Social Protection,
Áras Mhic Dhiarmada,
Store Street,
Dublin 1

The relevant fax and e-mail details are as follows:
Fax: (01) 7043721
E-Mail: secretary.general@welfare.ie

e) Following the receipt of a complaint, the Secretary General will refer the matter to an Inquiry Officer (see Note 2 below) and will advise the person making the complaint accordingly.

Investigating a Complaint

1. On receipt of the complaint, referred by the Secretary General, the Inquiry Officer will acknowledge receipt to the person who made the complaint.

2. The Inquiry Officer will examine the complaint to establish if it relates to an alleged failure by the Department to comply with Sections 25, 26, 27 and 28 of the Disability Act, 2005.

3. Where the Inquiry Officer considers that the complaint is frivolous or vexatious, he or she will notify the Secretary General and the person who made the complaint to that effect. Otherwise he or she will investigate the complaint.

4. The Inquiry Officer may request further information/details from the person who made the complaint and may require that such information/details be furnished within a specified time.

5. The Inquiry Officer may consult with all parties which he or she considers appropriate regarding the matter.

6. In the course of the investigation the Inquiry Officer may undertake interviews with such persons which he or she considers appropriate, including the person who made the complaint, to elicit information.
7. The Inquiry Officer will maintain a written record of his or her investigation.

8. The Inquiry Officer will prepare a written report of the results of the investigation setting out his or her findings together with a determination in relation to:
   - whether there has been a failure by the Department to comply with the relevant provision of the Disability Act; and
   - if such a determination indicates that there has been such a failure, the steps required to be taken by the Department to comply with the relevant provision(s) of the Act.

9. The Inquiry Officer will furnish a copy of his or her report to the person who made the complaint and to the Secretary General.

10. The furnishing of the report to the person who made the complaint and to the Secretary General concludes the investigation of the complaint.

Note 1: Section 39 (2) provides that the head of a public body shall draw up procedures in relation to the making and investigation of complaints and such other matters relating to complaints as he or she considers appropriate and shall cause the procedures to be published.

Note 2: The Secretary General, as head of the Department, has, in accordance with the provisions of Section 39 (1) of the Disability Act, 2005, appointed Inquiry Officers to investigate complaints made under Section 38 of the Disability Act. An Inquiry Officer shall be independent in the performance of his or her functions. An investigation by an Inquiry Officer shall be conducted in private.
Dear Customer,

I refer to your complaint dated (x). Your complaint has been logged under ID Ref (x) and your concerns are noted by the Department.

Under the Job Club contract, providers are contractually obliged to have in place an in-house complaints mechanism. Job Club participants are encouraged to avail of those local arrangements and to attempt to resolve directly any issues they may have with their provider.

In the event that you are unable to resolve matters with your provider, you may revert to Department Employment Affairs and Social Protection at that stage quoting the above ID Ref Number.

Signed Complaints Officer Name

Office/Scheme Area

Section 6: Financial Management

6.1 Overall Arrangements

The Contractor’s obligations are as set out in the contract.

The Contractor is responsible for the prudent management of the funding provided and must maintain proper books of account and records in respect of all Job Club financial transactions. Specifically, the Contractor is required to keep records in hard copy or electronic format as specified by DEASP i.e. payments, cash/cheque receipts, petty cash etc. The totals recorded in the financial records must correspond with the monthly claims returned to divisional DEASP (Appendix 1). A guide to best practice in the maintenance of such records is contained in ‘Books of Account and Record Keeping – Best Practice’ (Appendix 6).

6.2 Apportionment

Where the Contractor’s premises or office facilities are shared for other uses, costs may be apportioned to the Job Club on the basis of actual usage incurred by the Job Club. For example, if the Job Club uses 20% of the office space, 20% of the office rental may be apportioned to the Job Club. Where Job Club activity is subcontracted the policy of apportionment must be applied. The Contractor is responsible for the monitoring of same.

The percentage apportioned must be clearly set out in the Job Club accounts and costs charged must be evidenced by the application of the apportionment to invoices. Due account of the apportioned costs to the Job Club should be noted.

Apportionment is to be agreed with DEASP during the contract bid process.
6.3 Bank Account

One bank account only must be maintained for payments and receipts in respect of the operation of the Job Club as set out in the Job Club Contract and as specified in Appendix 10. All Job Club payments (via cheque, EFT, Direct Debit, etc. Credit Cards must not be used) must be made from this account and accordingly all Job Club receipts (via cheque, cash, EFT, etc.) must be lodged to this account. All other payments and receipts must be kept separate from this account.

There must be a minimum of three authorised signatories to the Job Club bank account. All payments (cheque, EFT, etc.) must be approved by one Director/CEO and another member of the authorised signatory panel. Any changes to the bank account mandate must be notified immediately to DEASP (Appendix 10).

The Bank Authorisation Form should be signed by the same person as the Contract Bid or by a person duly authorised to do so. Evidence must be in place that such a person has been properly authorised. The signatures of the authorised signatories should also be on the form.

The bank account must be reconciled on a monthly basis.

**Single European Payments Area (SEPA)**

All Government Departments and Offices are required to be compliant with EU Regulation 260/2012 since 30 March 2013. This regulation sets out a set of common standards for certain banking transactions. In effect it means that BIC (Bank Identifier Code) and IBAN (International Bank Account Number) codes will be used in future. Please ensure that you quote your BIC and IBAN codes on all relevant payment documentation.

Any payments being made to the Department (float reimbursement etc.) must be effected via EFT. Cheques will not be accepted. The DEASP bank account details can be obtained from divisional DEASP staff.

6.4 Tax Clearance Certificate/Charitable Status

A current Tax Clearance Certificate must be supplied to DEASP with the bid documents. Where a Job Club is sub-contracted, the Contractor must ensure that a Tax Clearance Certificate is in place for all sub-contractors.

Evidence of Charitable Status (if appropriate) must be supplied to DEASP.
6.5 Contract Value

The contract value is as per the contract and covers:

- Staffing Costs
- Overheads
- Capital
- Participant Allowances (in respect of formal workshops)

And is subject to:

- Compliance with the terms and conditions of the contract
- The achievement of agreed outcomes
- Satisfactory performance reviews

Job Club Contractors must ensure that expenditure does not exceed the contract limits of the specific headings. An under-spend under one heading may not be transferred and used under another.

All payments made must be recorded in the Analysis of Expenditure. Credit cards must not be used for Job Club payments. All cheques must be fully completed before signing and under no circumstances should blank cheques be signed. The use of cheques is being phased out and this process will be reviewed when appropriate.

6.5.1 Participant Allowance

The Participant Allowance is not an operational cost. It must be paid to those who complete each full weekly period of formal workshops i.e. five days attendance either full-time or part-time.

Where the allowance is being paid through EFT, the participant must complete the Participant Bank Authorisation Form (Appendix 5).

Workshop participants must sign an attendance sheet each day and the allowance is paid on foot of this.
6.6 Float

On signing the contract, DEASP will provide a float equivalent to two months of the Job Club contract value to provide for the costs incurred in running the Job Club.

The float will be:

- Accompanied by two copies of a letter stating the amount, purpose and conditions
- Acknowledged by the authorised signatory of the Contractor by returning a signed copy of the letter to the DEASP
- Acknowledged by the Contractor, and available for reimbursement to the Department, in each monthly claim and in the final end of year accounts
- Where the float is not balanced (i.e. zero on Bank Reconciliation), a Control Account (Appendix 3) must be attached to the Monthly Claim.

- The final end of year claim received by DEASP will be processed and paid in full and will not be offset against the float.

The Contractor will show the DEASP float as a Balance Sheet item in their end of year Audited Accounts. The Contractor must confirm in writing at year end that the float is still owing to DEASP and is available for reimbursement.
6.7 Claims and Payments

Claims must be for incurred expenditure only and payment will be made monthly on foot of submitted and approved returns as follows – Appendix 1 (for single and multiple contracts):

- Monthly Claim Summary
- Bank Reconciliation Form & Bank Statement
- Analysis of Expenditure
- Analysis of Income
- Summary of Outcome/Monthly Activity Reports
- Job Club participant allowances form
- Control Account (if applicable – see Section 6.6 above)

Each claim must be submitted to DEASP division within two weeks of the end of the monthly funding period in question and must contain a completed and signed copy of all of the above forms. Payment will not be issued until all the above claim documents are completed and supplied to DEASP and the Monthly Activity Report has been received.

The checklist for claims is available as an aid in preparing/processing the claims (Appendix 2).

When the claim is received by DEASP, it will be checked to ensure that:

- Expenditure does not exceed the contracted amount.
- Activity and outcomes are in line with the activity targets in the contract
- The contract value amounts as stated correspond to the approved contract values.
- The Contractor has certified that the level of staffing is as per the contract.
- The bank reconciliation corresponds to the stated expenditure for the period and the balance as shown on the relevant bank statement.
- The float remains available in the account.

The monthly payment to the Job Club is based on actual and necessary expenditure incurred during the period in question in the provision of the service.

Where a claim for payment or elements of same is disallowed, the Contractor will be notified in writing of the item disallowed and the amount.

In instances where a staff member is on paid maternity leave or sick leave, the employee concerned should forward DEASP Illness Benefit payments to the Contractor. These payments should be declared as income in the Job Club Contractor’s expenditure claims.
| 6.9 Travel and Subsistence | Travel and Subsistence claims must not exceed the Civil Service rates. All traveling duties should be planned so as to reduce the total amount of travel to the minimum consistent with efficiency. All official travel should be by the shortest practicable routes and by the cheapest practicable mode of conveyance. |
| 6.10 Petty Cash | A fixed amount, to a maximum of €300, should be available for petty cash and when it needs to be replenished, an amount should be drawn equal to the exact amount of expenditure since previous ‘topping up’. Only items of an exceptional nature and of small value (€25 maximum) should be paid through petty cash. Petty Cash must be recorded in line with the Books of Account & Record Keeping – Best Practice (Appendix 6). |
| 6.10 Annual Audited Accounts | The financial year is from January 1st to December 31st. The Contractor should make arrangements with their accountant for the annual audit of their accounts to be carried out. Audited accounts relating to the Job Club must be submitted by 31st May immediately following the end of the financial year and must include the Auditor’s management letter to the Contractor which could detail information not outlined in the Final Audit report. Where a contract terminates for whatever reason the annual audited accounts should be submitted within five months of the contract cessation or 31st May as above if contract finishes on 31st December. The accounts of the Job Club should be prepared on an accruals basis to recognise all claims in the year and the float. The float provided by DEASP should be recognised in the audited accounts as a balance sheet item. It is not acceptable for floats to only be recorded in notes to Accounts, etc. |
6.1 Insurance
The Job Club contract will not commence until evidence has been submitted to DEASP that the insurance requirements specified in the contract are met. (Appendix 11).

The insurance must: -

- Meet the standards as outlined in the contract with DEASP.
- Cover the full period contract Term.
- Be prepaid and a receipt produced.

6.12 Asset Register
The Contractor must maintain an Assets Register of all capital equipment purchased with DEASP funding. Any single item with a purchase price in excess of €200 must be recorded on the assets register and in the audited accounts.

As per the contract, ownership of DEASP funded assets will revert to DEASP in the event of termination, for whatever reason, of the contract.

As per the contract, all data storage devices (PCs, laptops, servers, hard drives, memory sticks, mobile phones etc.) being decommissioned must be returned to DEASP for disposal. They must be delivered to the nearest DEASP office by arrangement with divisional staff.

The Asset Register template supplied must be utilised and a copy returned to the division at year end. (Appendix 9).

6.13 Lease Agreement (Premises)
A Contractor claiming rent as an overhead must hold a current Leasing Agreement and all relevant paperwork must be held on file and available for inspection.
Section 7: Monitoring and Evaluation

7.1 Monthly Reports

The Contractor is required to submit a Monthly Activity Report to the DEASP division before the monthly claim can be processed. The template is available to Contractors on the Job Club welfare.ie link.

The Monthly Activity report must reflect all activity in that particular month i.e. who attended workshops, 1-1 or CV prep (or not as in the case of clients who do not attend) and the outcomes achieved. The Contractor must retain referral letters received so that clients who are ACM referrals or self-referrals/walk-ins can be accurately recorded. Some clients may be referred the month prior to their attendance (or longer if a client has not attended and been rescheduled) and they should be recorded on the monthly activity report for the month of their attendance date or second non-attendance).

There is a tab on the reports to allow for subsequent placements to be recorded i.e. clients who may have availed of the service earlier in the contract period who get a placement before the end of the contract. Subsequent placements can only be recorded for clients referred within the current contract period.

Details of age band, gender, educational status, previous status before attending the Job Club, type of benefit and duration are required.

A client may attend all three services during the contract period as per 3.1.1, 3.1.2 and 3.1.3. Where a client has attended both a workshop and 1-1 intervention any subsequent placement into employment can only be counted once and must be recorded against the last intervention undertaken i.e. if a client attends a workshop and then a 1-1 the placement is recorded against the 1-1 on the monthly returns and the workshop shows no outcome.

This report must be submitted to the DEASP Contract Manager within one week of month end and must be submitted before the Monthly Claim can be processed. This applies also to the December report and is the final report of activity for the contract period.
Section 8: Records

8.1 Documentation
The Contractor must maintain, proper books of account, records of all payments (including apportionment where appropriate) and receipts in respect of the service and shall retain all supporting documentation, including invoices, statements and bank statements according to the DEASP Books of Account and Record Keeping – Best Practice Document (Appendix 6). The records must be kept in such a manner as to provide precise financial details of the Job Club at any particular time.

These records shall be maintained for a period of six years after DEASP makes final payment and all other pending matters are closed. Where a contract ceases (Section 2.3) these obligations remain.

All guidelines and templates are available to the Job Club on the welfare.ie link issued to all contractors.

8.2 Client Records
At all times the Contractor shall ensure that each Job Club registers and maintains complete records of all interactions with all clients of the Job Club as instructed by DEASP.

The signed client registration form must be held for a period of one year following completion of the client’s engagement with the service and must then be securely and confidentially destroyed. Where a contract ceases (Section 2.3) these obligations remain.

8.3 DEASP Systems
The Contractor may be required to use DEASP systems and in such cases shall be bound by the user policy governing the use of such systems as communicated by DEASP. (See Section 5.3 above and also Appendix 12 and 13)