



An Roinn Coimirce Sóisialaí
Department of Social Protection

Guidelines for the Operation and Administration of Local Employment Service

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LES01 V1.3

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Introduction:

This document sets out the basic principles and guidelines for the operation and administration of the Local Employment Service (LES).

It is essential that the policies and procedures as described in this document are adhered to in order to ensure a consistent approach by LES throughout the country and to maintain conformity to established best practice.

Who should read this document?

This document is intended to provide information and direction to the LES, both contractors and staff, and the Department of Social Protection (DSP) personnel who administer the LES locally.

Updates

These guidelines replace the Guidelines for the Operation and Administration of Local Employment Service V1.2 and any and all previous versions of same.

The guidelines are reviewed periodically and any changes will be notified immediately to all relevant parties.

Section 1: Local Employment Service

1.1 Delivery of Local Employment Services	The LES provides a local gateway, or access point, to the full range of services and facilities that are available to help unemployed persons to enter or return to work.
Contact Points / Outreach services	The LES make their services available to clients through a network of local Contact Points and/or outreach services from 9.a.m. to 5.p.m. and are open during lunchtime.
The role of the Contact Points / Outreach Services	<p>The Contact Point or outreach service acts as a gateway for unemployed people to access the full range of local employment services, including:</p> <ul style="list-style-type: none">▪ Referral to the mediation service, career path planning, career guidance and placement services.▪ Referral to local State and voluntary services for training, education, job clubs and other social services; and▪ Information on the range of training, education and employment options available
Local Employment Centre	One or more of the Contact Points in each area are designated as Local Employment Centres ; these provide a more intensive service than that available at the other Contact Points.
The role of the Local Employment Centers	<p>The Local Employment Centre will provide one-to-one career path planning and placement services, on a caseload basis, for the unemployed. This includes:</p> <ul style="list-style-type: none">▪ An active placement and recruitment service;▪ Career guidance/counselling and mediation;▪ Employer liaison;▪ Referral to training, education, work experience and employment programmes.

Section 2: Contract

2.1 Contracted Public Employment Services	No contract can issue without the approval of the Contracted Public Employment Services (CPES) unit in the Department of Social Protection (DSP) who have responsibility for the LES with regard to budget, contracts and policy. Operational decisions in relation to the LES are the responsibility of DSP divisions.
2.2 Legal Entity	LES Contractors are required to form a separate legal entity or be part of an existing legal entity which is satisfactory to the DSP.
2.3 Role of LES Contractor	The Contractor is responsible for the delivery of the service in accordance with the contract entered into with the DSP and is required to achieve the agreed targets as set out in Schedule A of the contract.
2.4 Duration of Contract	<p>The contract is for a period of one year, 1st January to 31st December. Where a contract commences mid-year, the finish date cannot exceed 31st December of the same year.</p> <p>Towards the end of the third quarter each year, CPES commences an appraisal of the contracts currently in place. Following this process, new contract bids are requested from contractors which the divisions then evaluate and make suitable recommendations on. All relevant forms and documentation relating to the above are issued by CPES at the appropriate intervals.</p>
2.5 Sub-Contracting	The LES must not engage in the sub-contracting of its operation, in whole or in part, to any person or entity, without the prior written approval of DSP. Where approval is given for sub-contracting, the company/entity being sub-contracted will be subject to the same procedures as the Contractor and it is the responsibility of the Contractor to ensure full compliance with same.

2.6 Cessation of Contract

If, as part of a cohesion process, two or more separate contracting Local Development Companies are merging, or if two or more other Contractors are merging or ceasing trading, new contracts must be prepared for the LES service they are contracting for and letters of undertaking must be submitted by the new company. The relevant contract template must be sourced by the division from CPES.

Where a contract is finished and not being renewed, a contractor must ensure that all 'end of year' processes are followed i.e. final claim submitted, float reimbursed, all assets returned to the Department and final audit completed. All client data is the property of DSP and must be returned to the Department. The division must ensure that these processes are completed in accordance with the guidelines and in a timely fashion.

Section 3: Services and Target Groups

3.1 Services Provided

The services provided by LES are tailored to the needs of each individual client, and to the local environment within which they operate. The key services of the LES are:

Placement service: registration, career guidance, vacancy matching and placement into employment.

Progression planning: registration, referral onto education and/or training programmes within the context of a Personal Progression Plan.

Labour market information: Provision of information and advice on areas that relate to the labour market situation, such as welfare-to-work issues; education, employment and training opportunities, including referral of the client to related services. This includes outreach work.

Mediation and guidance: Registration and orientation; provision of intensive personalised guidance leading to development of a career path plan; career counselling; assistance with securing active labour market programmes and employment and post-placement support.

Group guidance: Provision of tailored options to meet the needs of a specific client group.

Client-employer liaison: Contact with employers, identification of vacancies suited to clients and potential training needs; advocating on behalf of clients; information and referral to job vacancies.

Post-employment programme assistance: Provision of the full range of LES supports to persons experiencing difficulty in accessing employment from labour market programmes.
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Post-training/education programme assistance: Provision of the full range of LES supports to persons experiencing difficulty in accessing employment from employment-related training or education.
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3.2 Target Groups of the LES

Target clients for the LES are set out in the contract and are as follows:

- Pathways to Work (PtW) Referrals
- Long Term Unemployed (1 year Plus)
- Intreo Office Referrals
- Persons in receipt of OPFP
- Early School Leavers
- Persons with a Disability (PwD)
- Qualified Adults
- Non LR Employment Returners
- Travellers
- Offender/ex-offender
- Refugees
- Low-income Smallholders

3.2.1 Definitions

1. **Pathways to Work (PtW) referrals:** are persons batched and referred by DSP to the LES for career/vocational guidance, job placement & progression services. This categorisation holds for a period of 12 months from the date of referral to GIS (group information session).
2. **LTU: Long Term Unemployed** are persons in receipt of Jobseekers Benefit / Jobseekers Allowance for a period in excess of one year.
3. **Intreo Office Referrals:** are persons who attend an Intreo office and the DSP Case Officer refers the person to the LES.
4. **OPFP:** are persons in receipt of the One Parent Family Payment.

5. **Early School Leavers:** are defined as clients presenting or referred who are 16 to 21 years of age inclusive, who have officially left school without sitting their Leaving Certificate and who are experiencing difficulties in the labour market. If under 18 years, the client should produce written evidence from parents/guardians or the last school attended that she/he has officially left the school or be referred by the Education Welfare Board.
 6. **Persons with a Disability:** are persons with a disability who present at the LES for service, are targeted by the LES as part of their contract requirements or who are referred to the LES from an Intreo office.
 7. **Qualified Adults:** are adult dependents of a person on Jobseekers Benefit or Allowance.
 8. **Non LR Employment Returners** are:
 - People who have been out of the workforce due to caring duties;
 - Are not in receipt of Jobseekers Allowance or Jobseekers Benefit;
 - Are not on any existing caseload;
 - Are identified as wishing to return to work and
 - Need assistance or training to take the next step to paid employment.
 9. **Travellers:** are clients who are members of the travelling community.
 10. **Offender/ex-offender:** are persons who have been released or are about to be released from a period of incarceration.
 11. **Refugees:** before providing a service to this group, the individual's eligibility for services must be confirmed.
 12. **Low Income Smallholder:** are persons with a small farm holding.
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3.2.2 Clients referred from DSP offices

The LES receives referrals from DSP (*No. 3 under definitions*) of clients who are significantly distanced from the labour market and who would benefit from LES services.

A client who is already actively working with the LES may be re-categorized by DSP as an 'PtW' activation referral (*No.1 under definitions*).

Clients may also be referred to the LES by a wide range of other agencies operating at local community level.

In addition, the LES may refer clients to other agencies if that agency offers a service that is more appropriate to the client's needs.

Persons with a Disability (PwD) who are sent to the LES by Intreo offices should be registered under the Other Client Target Groups PwD.

3.2.3 Application of Penalties

Where a jobseeker is referred through the Department's activation process and fails without good cause or reasonable explanation, to attend the group information session and/or their one-to-one interviews, then their social welfare payment may be affected.

Also if a jobseeker refuses or fails to participate in suitable education, training or development opportunities, without a valid reason, the Department may recall them for an interview and their social welfare payment may be affected.

The LES must ensure that all clients' records on DSP systems are updated as appropriate with *DNA, Declined Intervention, Dropped Out* etc. See 5.2.4.

3.2.4 Walk-in clients

Where clients self-present and fit into one of the target client groups or are targeted by the LES, the LES registers them as appropriate. If the walk-in client would be more appropriately dealt with by another agency or DSP, the LES refers the client to these services.

3.2.5 Targets for the LES

In the context of contract negotiations between DSP and the contractor, target numbers of individuals within the agreed framework to be served in each client group and expected outcomes are specified in Schedule A.

Section 4: Human Resources

4.1 Staffing Arrangements

The period for which a LES contractor, as an employer, contracts with the LES staff is a matter between the employer and the employee; DSP funding will only be available for the duration of the contract between DSP and the contractor i.e. a maximum period of one calendar year.

Conditions of employment are a matter to be agreed between the employer and employee. The contractor must ensure that the contract value for staffing is not exceeded and that the contracted level of staffing is not reduced.

LES staff posts are to be advertised by the contractor using the DSP services e.g. Jobs Ireland website in addition to whatever other means the contractor wishes.

LES staff may not undertake any other duties, except their LES funded duties, during the course of their agreed hours of employment. Where a staff member is assigned to both LES and other non LES duties, DSP will only pay the apportionment of salary associated with LES activity (the full time equivalent status set out in the contract bid)

Details of newly appointed staff members who require access to the ACM must be notified immediately to their DSP Divisional Contract Manager and to CPES so that access can be provided. Staff who no longer require access must also be notified. All communication for CPES must be sent to the DSP mailbox at LESJobClubs@welfare.ie.

4.2 Staff Roles and Responsibilities

Under the contract, DSP will provide staffing costs for the following roles:

- Co-ordinator;
 - Mediator; and
 - Clerical / support.
 - If the number employed in any category falls below the number specified in the Contract, funding will be reduced. If the number employed is greater than the number specified in the Contract, no additional funds will be made available
-

4.2.1 Code of Practice

All LES staff share certain responsibilities, irrespective of their job title.

Staff are expected to respond to the needs of clients by:

- Providing the initial contact with job-seeking clients and registering them;
- Providing accurate information and advice to job-seeking clients;
- Referring clients with specific needs to the Local Employment Centre or to a locally based Mediator;
- Referring clients, where appropriate, to Solas, the Education Training Board (ETB) or other agencies; and
- Assisting in the provision of an outreach service.

The contractor will ensure that all their staff adhere to a Code of Practice that is included in their terms and conditions of employment. The Code of Practice will describe the standards expected of them.

Having a Code of Practice that applies to all staff ensures that the services provided:

- Have full regard for the clients' needs;
- Achieve the best possible outcomes for clients; and
- Give rise to a public image which promotes the LES and DSP

A suggested basis for the Code of Practice is set out below. Additional points that should be covered in the Code of Practice for Mediators are included with the description of their role and responsibilities below.

Suggested Code of Practice for all staff

All staff are required to observe the principles set out below.

Standards

Staff must aim to:

- Ensure local and national information is up-to-date and accurate;
- Check and revise information to ensure standards are maintained; and
- Ensure that information is conveniently located, attractively displayed, readable and freely available to clients.

Relationship with Clients

Staff must:

- Treat clients with trust 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.

Professionalism

Staff must:

- Acknowledge their own competency and limits, and refer clients with specific needs to others, who have more specialised knowledge or skills.
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4.2.2 LES Co-ordinator

The role of the Co-ordinator is to:

- Co-ordinate and facilitate the development of the LES, under the management and direction of the contractor.
- Provide the key link, at local level, between the different Contact Points and Local Employment Centres, who are responsible for providing the services of the LES.

Key Responsibilities

The Co-ordinator's key responsibilities are to:

Services/Programme Development

- Identify gaps in the services provided to long-term unemployed people and other target groups;
- Instigate/promote the design and delivery of new and appropriate programmes/initiatives for target group clients, and involving local people in the design process; and
- Seek to ensure the mainstreaming of lessons learned from programmes initiated by the LES.

Financial Control

- Ensure that the funding provided by DSP is administered and controlled in accordance with *DSP guidelines*
- Control LES spending; and
- Draw up and manage budgets;

Key

Responsibilities cont'd

Information

- Access and update information that is relevant to the needs of the target groups, such as labour market trends and new initiatives; and
- Collate and disseminate information to Local Employment Centre staff and to other staff throughout the Local Employment Service.

Human Resource Management and Development

- Manage LES staff;
- Identify training and development needs of staff employed by or seconded to the LES; and
- Coordinate staff development interventions.

Liaison

- Liaise with local employers and employers' groups regarding job opportunities,
- Liaise with unemployed people and their representative groups;
- Liaise with education and training providers;
- Liaise with third-level institutions regarding access to and development of programmes for long-term unemployed; and
- Liaise with voluntary and community development organisations.

Promotion

- Promote the value of the LES and ensuring access to it for unemployed people; and
- Encourage the commitment, support and active participation of employers and statutory agencies.

Evaluation/Quality

- Establish criteria and mechanisms for evaluating the provision of local employment services and related services; and
- Oversee the ongoing monitoring and evaluation of local employment services locally and nationally.

Integration

- Establish links with and between all agencies and personnel working with unemployed people, thereby developing effective local networks;
- Promote effective integration of the range of services available to unemployed people, such as placement, training and guidance; and
- Establish links between unemployed people and local employers.

Feedback

- Provide feedback to DSP on the operation of the service; and
 - Report on a regular and ongoing basis to the contractor's management.
-

4.2.3 Mediator

The role of the Mediator within the LES is to:

- Provide clients with a confidential, individual career path planning, guidance and first-line counselling service;
- Manage and operate the caseload management system as designated by DSP within annually agreed targets.
- Provide mediation support to clients placed in jobs;
- Refer clients to counselling as appropriate;
- Refer clients to employment;
- Liaise with employers to identify employment opportunities;
- Match job-seekers with vacancies and
- Work as an integrated member of the LES team.

Sample Code of Practice for Mediators

In addition to the principles set out in the general Code of Practice for all staff, Mediators are required to observe the principles set out below.

Standards

A Mediator must aim to:

- Achieve the best possible employment outcome for each client;
- Organise and monitor activities in response to assessed needs of the client, so that each client becomes 'job-ready' as effectively as possible, and is subsequently placed in employment;
- Organise a first meeting with the client within ten working days of initial contact;
- Provide after-placement mediation support to clients in progression or placed in jobs; and
- Maintain the caseload management system as provided by the Department.

Relationships with Clients

A Mediator will endeavour to draw up an agreed way of working together with each client on the understanding that they will:

- Treat clients with trust, courtesy, respect and empathy in a non-judgmental manner, recognising the differing needs and circumstances of each client;
- Ensure that each client's privacy and right to confidentiality are respected and protected at all times;
- Ensure that clients are aware that information held on them is accessible to the DSP;

Cont'd

- Ensure that all clients are informed of their rights and entitlements, as well as the implications and obligations of the services available to them;
- Ensure that all information provided to the client is accurate, up to date, easy to understand and in a language that the client is familiar with;
- Inform clients of their role and responsibilities, and clarify client' expectations;
- Ensure that clients are given appropriate time and attention; and
- Ensure that, if difficulties arise in communicating with a client (use of language, own beliefs and attitudes, etc.), advice is sought from an appropriate service.

Professionalism

A Mediator must:

- Maintain a focus on employment, education and training opportunities;
 - Network with relevant agencies and professional services that can assist the Mediator in working with clients, or to which a client can be referred for counselling in areas that are outside the remit of LES;
 - Be aware of all relevant legislation as it affects their target group;
 - Keep up to date with developments in the labour market, including new programmes, employment incentives, etc.
 - Declare any conflict of interest which might influence relationships between them and the client;
 - Refuse any gifts or offers of gifts from clients for services rendered;
 - Use only tests that they are trained to administer and interpret; and
 - Review each client's progress regularly, and where appropriate agree fresh approaches to addressing their needs.
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Section 5: Business Management

5.1 Caseload Management

A Mediator's 'caseload' is the collective term for the clients that they are working with at a given time who are registered with the service.

The Mediator's caseload needs to be carefully managed, in order to ensure that all clients receive adequate and appropriate services; and that they are actively followed up and supported as they progress towards employment.

In order to ensure a consistent response to clients, a formal process is in place for managing each Mediator's caseload effectively: previously the Client Caseload System (CSS) and now the Activation Caseload Management system (ACM).

The processes and the ACM enable DSP and LES Mediators to schedule and record all interactions and interventions with their clients, to chart the clients' progress towards employment, and to share information as necessary. The ACM must be used as instructed by the DSP to record all interactions with the client. The DSP ACM system is the only acceptable record of activity undertaken.

LES staff must ensure that the appropriate information is recorded on the ACM as each action is completed (or not, as in the case of declined intervention, dropped out and DNA etc.). Clients' ACM records must reflect all steps, notes, telephone calls, submissions to training/jobs etc. so that all users can see a full picture. Co-ordinator's must monitor caseloads to ensure there is a true reflection of activity/actions taking place.

A jobseeker must complete an application form each time they register with the service to ensure that their file is updated with any new experience, skills or qualifications gained since the last registration and also to sign the current client declaration.

All LES operate the Intreo model of caseload management for activation clients and will have an engagement pattern with clients as outlined by DSP. The activation model is available on the LES welfare.ie link and consists of monthly engagements for a twelve month period for activation clients

5.2 ACM

All LES must use the Department's Activation Case Management system when introduced in their division and must operate in accordance with the ACM Training Manual which is available on the LES welfare.ie link.

5.2.1 Accessing the Client Registration Form

When a LES location moves to the ACM system, the CSS is changed to read-only and the client registration form can no longer be accessed through the CSS.

The client registration form has now been included in the LES documentation on the LES welfare.ie link and should be printed from this each time it is required.

5.2.2 Storing the Client Registration Form

Storage of the client registration form currently 6 years plus 1.

This may be subject to change in the future.

5.2.3 Group Information Session (GIS) - Finding clients scheduled to attend a GIS in LES

The Intreo offices identify clients for GIS (and Initial 1:2:1) and schedule the appointments for the LES locations. Prior to the GIS the LES can access the schedule as per ACM Training Manual 2.2.

The Intreo Offices use the Initial 1:2:1 scheduling option where they are referring clients individually and not availing of the group option and these interview types appear as Activation 1:2:1 on the New Registration Report.

5.2.4 GIS and Initial 1:2:1 Recording attendance and DNA

Both attended and DNA must be recorded on the ACM. Previously only attended was entered and the CSS assumed DNA for the remainder. If attended/DNA is not recorded on ACM the client will be left in pending and will not be counted.

The Intreo office can then access the appointment, see the DNA's recorded and follow up for re-scheduling as per ACM Manual 19.1. There will be no need to return manual lists to the Intreo office. Attendance status should be updated as soon as possible but must be updated by Friday of the week of the appointment so that the Intreo office can access in a timely manner. Please see ACM Manual 2.4

5.2.5 New Registrations: Activation Clients (Pathways to Work PtW)

The process for PtW clients is that they attend an Initial 1:2:1 or GE and then Follow-on 1:2:1. Attendance must be recorded for all interviews as per ACM Manual 2.4.

It is only when attendance is recorded for Initial 1:2:1 (Activation 1:2:1) or Follow-on 1:2:1 that the client will appear on the LES New Registration Report

It is only when the client is assigned to a Mediator that the client will appear on the reports for that particular LES

5.2.6 New Registrations: Other Client Groups (Walk-ins)

When a client from Other Client Groups presents at a LES office for service, the LES must record LES Registration Interview, ACM Manual 34.1 and 34.2.

It is only when the client's group is selected as 'Walk-in' that the client will be counted.

It is only when the step 'LES New Registration Appointment' is entered that the client will appear on the LES New Registration Report.

It is only when the client is assigned to a Mediator that the client will appear on the reports for that particular LES.

5.2.7 Active Caseload: Activation Clients (Pathways to Work PtW)

The system will count all PtW clients in the Planning and Case Managed phases.

Activation clients move from Pre-Activation to Planning when attendance is recorded for an Initial 1:2:1 or Follow-on 1:2:1 and from Planning to Case Managed when PPP is agreed. Selecting the End Activation options moves the client to tracking.

5.2.8 Active Caseload: Other Client Group (Walk-ins)

The system will count all Walk-in clients in the Pre-Activation, Planning and Case Managed phases.

Currently, Walk-in clients move from Pre-activation to Case Managed when the PPP is agreed. Future ACM developments will move the clients from Pre-activation to Planning when attendance is recorded for LES New Registration Appointment and then to Case Managed when PPP is agreed.

**5.2.9
Subsequent
Interviews:
Activation
clients
(Pathways to
Work PtW)**

The system will count all clients where the attendance is recorded for the ARM.

**5.2.10
Subsequent
Interviews:
Other Client
Group (Walk-
ins)**

The system will count all clients where the attendance is recorded for the LES Walk-in Update Interview. Mediators should record these update meetings each time a client attends by selecting 'Actions' from the ESR, then Appointment and select 'Schedule Update Interview'. This creates a LES Walk-in Update Interview and attendance should be immediately recorded as per ACM Manual.

**5.2.11 Job
Matching**

For all clients a 'Job Match' location must be set or the clients will not appear in any search done for jobs or interventions (CE, JobBridge etc). See Section 6 of the ACM Manual.

**5.2.12
Hierarchy of
Placement and
Progressions**

The LES Contracts are appraised by the percentage of clients who are caseclosed and who are placed in employment of 30+ hours per week or self-employment. Where a client has had progression(s) and then achieves employment the placement to employment is reported on.

An additional report is being developed which will count all outputs per clients i.e. if a client has had numerous progressions and then placement, the report will give the total. For both reports, the system counts started or completed.

**5.2.13
Placement into
Employment**

Clients who gain employment of 30 hours+ per week or self-employment must be recorded using the End Active Case Management function as per ACM Manual Section 32. This automatically case closes the client and the LES Placement Report counts the number of End Active Case Management – Job Placed recorded.

5.2.14
Progression
into part-time
or temporary
employment

Clients who gain employment of less than 30 hours per week must remain on active caseload. These outcomes must be recorded as per 5.2.20 below and part-time/casual employment noted in details.

This is subject to change following further ACM developments but in the interim is the only means of counting this activity.

5.2.15
Progression to
FET courses

Clients are referred to FET courses as per ACM Manual Section 24.1. The SOLAS system then automatically updates the ACM with started, DNA and completed.

The LES Progression report counts either started or completed FET courses.

5.2.16
Progression to
Job Clubs

Clients are referred to Job Clubs as per ACM Manual Section 25.

Where a LES contractor also contracts for a Job Club, LES staff **must not use their LES access to the ACM to update information for a Job Club under any circumstances.** This would be a serious breach of Data Protection guidelines. The LES function with regard to Job Clubs is only to refer clients to the waiting lists.

The DSP Division updates started/DNA for all clients referred to Job Clubs when they received the activity return from the Job Club contractor.

The LES Progression report counts either started or completed Job Clubs.

5.2.17
Progression to
Mediator Fund

Use of the Mediator Fund to support a client is recorded under Actions from the ESR and then select Create Intervention and LES Mediator Fund. Details should be recorded and status entered as started. The amount approved should be recorded under 'Description' and can also be added to the client's notes so that other offices can see what has been approved.

Please see 6.15 Mediator Fund below.

The LES Progression report counts either started or completed LES Mediator Fund.

5.2.18
Progression to
BTEA, BTWEA,
Employability,
Gateway,
STEa, TUS,
WSS

These referrals are recorded as per ACM Manual 26.

The LES Progression report counts either started or completed of relevant referral.

Further ACM developments may impact on this selection as some interventions become automated.

5.2.19
Progression to
CE and
Internship
WPP JobBridge

Referrals to CE and Internships recorded on the CSS have not migrated to the ACM and so the 'started' and 'completed' flags must be recorded by selecting 'Program' from the drop down menu of Create Referral and entering the relevant details.

Referrals on the ACM for CE, JobBridge and WPP are managed through the Job Matching function as per ACM Manual Section 28.6. This creates a 'referral' in the client's ESR. When the client starts, the Mediator can go to the ESR, click on the relevant referral and update status to started.

The LES Progression report counts either started or completed.

5.2.20
Progression to
Other
Programmes

Progressions to any other programmes not listed specifically on the ACM may be recorded by selecting 'Program' from the drop down menu of Create Referral and entering the relevant details.

The LES Progression report counts either started or completed of relevant referral.

Further ACM developments may impact on this selection.

5.2.21 DNA GIS
/Initial 1:2:1

The system monitors attendance for PtW clients referred to LES by the Department.

Attendance at the GIS/Initial 1:2:1 must be recorded by the LES and managed by the Intreo office as per 5.2.4 above.

**5.2.22 DNA
Follow-on
1:2:1 /ARMS**

Where a client DNAs a Follow-on 1:2:1 or an ARM, the attendance status must be updated.

For each DNA, the client's DNA Compliance factor increases. Where a client attends GIS, and DNAs a Follow-on 1:2:1 the LES must reschedule and update attendance status for each interaction.

Where a client DNAs for two interactions, their DNA Compliance will go to 2 and a task is created for follow-up. These tasks will appear on the Mediator task list and must be forwarded to the AST (Activation Support Team) in their division (each LES will need to confirm with their local Intreo office what Org Unit/AST it should be sent to). These are then followed-up up by AST/Deciding Officer.

**5.2.23 Data
Protection for
DNA data**

There should be no necessity for lists of clients who DNA to be passed between LES and Intreo as all data can be accessed through the ACM. This avoids a potential data security risk and streamlines data exchange between the Department and the LES. The division can access the appointment and see the list of DNAs.

**5.2.24
Updating
Client Personal
Details**

LES Mediators may change a telephone or email but all other data must be amended at the client's Intreo office i.e. address, name, number of children etc. as there may be implications for the client's claim.

**5.2.25
Client's Office**

The office attached to the client on the ESR (Employment Support Record) is the claim office. This cannot be amended. The client is attached to a LES location only when assigned to a Mediator in that location.

**5.2.26 Client
Notes**

LES Mediators must ensure that notes created in a client's file are relevant, appropriate, factual, short, brief to the point and in plain nautho. Notes remain on the ACM and cannot be deleted.

**5.2.27
Personal
Progression
Plan (PPP)**

The PPP has two stages; Development Plan for initial agreement and Employment Plan for further in activation cycle. The Mediator should select as appropriate.

The PPP can be agreed multiple times

**5.2.28
Business
Engagement**

The eligibility of clients for particular interventions can be verified at Business Engagement.

**5.3 Freedom of
Information**

Under the Freedom of Information Act 2014, any person is entitled to:

- Access official information held by public bodies;
- Have official information held by a public body relating to themselves amended where it is incomplete, incorrect or misleading; and
- Obtain reasons for decisions affecting themselves taken by a public body.

The request must be in writing and a person does not have to specify why access is required.

As the LES is publicly funded, the Freedom of Information (Fol) Act applies to its operations. This means that all records (including computer files and emails) must be kept in such a way that they can be retrieved. All records that are confidential should be clearly identified as such.

An Fol requests must be acknowledged within two weeks of receipt, and a decision issued within four weeks, LES staff must contact the divisional DSP Assistant Principal (AP) immediately should they receive a request.

The Fol Acts are designed to allow the public access to information held by public bodies which is NOT routinely available through other sources.

While the intention of the Acts is to facilitate public access to information to the greatest extent possible consistent with the public interest and the right to privacy of individuals, the Acts specify certain exemptions, procedures and time limits.

The Acts specifically provide for certain kinds of records to be exempt, providing that the content of the record meets the criteria as laid down in the Acts, including:

- Financial and economic interests of the organisation;
- Confidential and commercially sensitive information;
- Personal information (other than information relating to the person making the request); and
- Deliberations of public bodies, functions and negotiations of public bodies.

An FoI requests must be acknowledged within two weeks of receipt, and a decision issued within four weeks, LES staff must contact the divisional DSP Assistant Principal (AP) immediately should they receive a request.

5.4 Data Protection

The Data Protection Acts 1988 and 2003 require anyone who processes personal information to comply with a number of important principles. It also gives individuals certain rights over the personal information that relates to them.

If you process personal information, the Data Protection Acts apply to you, and you have a number of important legal obligations under the Acts.

Processing data, in this context, includes the obtaining, recording, storing, collecting, and retrieving of information or data. It relates to both automated data (i.e., records held on computer) and manual data.

Personal data is information relating to a living individual who can be identified either from the data itself or in conjunction with other information held.

5.4.1 Contractor Obligations

The Contractor is responsible for processing the personal information, and must:

- Comply with the Data Protection Acts 1988 and 2003 and other relevant statutory provisions for the use, holding of, access to and disclosure of personal data provided by the Department, in its capacity as data controller.
- Comply with the DSP Data Protection Policy and ensure that a signed undertaking (Appendix 14) to this effect is kept on file for all their staff
- Take appropriate security measures against nauthorized access to, or nauthorized alteration, disclosure or destruction of, that data and against all other unlawful forms of processing.
- Process the personal data only on behalf of the Department and in compliance with its instructions.

5.4.1

Contractor Obligations cont'd

- Promptly notify the Department about:-
 - any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - any accidental or unauthorized access; and
 - any requests received directly from the data subjects, without responding to that request, unless otherwise authorised to do so;
- At the request of the Department, submit its data processing facilities for audit of the processing activities covered by its contract/agreement or provide acceptable independent assurance to this effect;
- Provide for and make available to the Department upon request, an audit trail of all accesses to the information provided.

The Data Protection Commissioner's website has a comprehensive explanation of rights and responsibilities under the Data Protection legislation. See www.dataprotection.ie/.

Divisions must ensure that all contractors have encryption functionality on their systems and that it is used for all communications.

Contractors must consult the guidelines for data protection and laptop security on the LES Welfare.ie link.

5.4.2 Business Need

The LES are contracted to provide an employment service and, as such, need only access two areas of the ACM: Business Engagement and Employment Support. No attempt should be made to access any other function or application with the exception of the Actions to input an email or telephone number for a client and the Appointments to access the schedule for GIS.

5.4.3 LES Staff accessing the ACM

All LES staff have been given individual access to the system and should not share their access details with anyone. Where LES staff resign/retire/leave, the LES is obliged to report immediately to their DSP Divisional Contract Manager and to CPES so that access can be terminated. The same process applies to new staff requiring access. All communication for CPES must be to LESJobClubs@welfare.ie.

**5.4.4 LES
Compliance
Officer**

Each LES must have a nominated Compliance Officer (Appendix 18) who must ensure that protocols are observed and that each LES staff member signs a declaration (Appendix 14) to operate in accordance the Department of Social Protection's Data Protection Policy in addition to whatever declaration their employer might require to operate in accordance with their own Data Protection Policy.

**5.4.5 Social
Media**

The DSP Social Media Policy and Usage Guidelines may be used by Contractors as a example to develop their own policy for their staff. The policy is available on the LES Welfare.ie link.

5.5 DSP Logo

The contractor must insert logos, as supplied by DSP, into all stationery, promotional/advertising/communications materials, emails, websites etc with regards to the delivery of the LES, by LES contractor's staff.

There is currently no requirement to have the logo on the contractor's business cards.

**5.6 Quality
Assurance**

The LES will maintain an accredited, recognised quality system through which a contractor can design, maintain and improve itself so that it can provide quality services continuously and respond effectively to changing or uncertain conditions.

Section 6: Financial Management

6.1 Overall Arrangements

Sufficient financial records must be maintained in order to demonstrate that the funding provided is used for the purposes intended in a proper and accountable manner. The following section will ensure that there are consistent policies and procedures through which accountability for funding can be structured and best practice assured.

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 LES financial transactions. Specifically, the Contractor is required to keep records in hard copy or electronic format as specified by DSP i.e. payments, cash/cheque receipts, petty cash etc. The totals in these records should correspond with the monthly claims returned to divisional DSP (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 4).

Books of Account and any financial records must be available for inspection by DSP officials and the Comptroller and Auditor General's Office.

6.2 Apportionment

Where the contractor's premises or office facilities are shared for other uses, costs may be apportioned to the LES on the basis of actual usage incurred by the LES. For example, if the LES uses 20% of the office space, 20% of the office rental may be apportioned to the LES. Where LES activity is subcontracted (see Section 2 Contracts), 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 LES accounts and costs charged must be evidenced by the application of the apportionment to invoices. Due account of the apportioned costs to the LES should be noted.

Apportionment is to be agreed on an annual basis in order to achieve consistency and transparency in the apportionment of costs. A file on same must be maintained and a copy of the agreement should be forwarded to the relevant DSP office.

6.3 Bank Account

Only one bank account should be maintained for payments and receipts in respect of the operation of the LES as set out in the LES Contract and as specified in Bank Authorisation Form (Appendix 12). All LES payments (via cheque, EFT, Direct Debit, etc. Credit Cards must not be used) should be made from this account and accordingly all LES receipts (via cheque, cash, EFT, etc.) must be lodged to this account. All other payments and receipts should be kept separate from this account.

There must be a minimum of three authorised signatories to the LES 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 DSP. (Appendix 12)

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 obtained 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 must be used. Please ensure that the BIC and IBAN codes appear on all relevant payment documentation.

Any payments being made to the Department (float reimbursement etc.) must be done through EFT. Cheques will not be accepted. The DSP bank account details can be sourced through divisional DSP staff.

6.4 Tax Clearance Certificate/ Charitable Status

A current Tax Clearance Certificate must be supplied to DSP to cover the contract period and within a specified time as agreed locally between the contractor and DSP. Where LES 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 DSP.

6.5 Funding

Funding will be made available towards the operation of the LES based on the agreed Contract Bid and having regard to the:

- Level of demand and funding available
- Compliance with the terms and conditions of the contract
- Achievement of agreed outcomes
- Satisfactory performance reviews

Funding as agreed between the DSP and the LES contractor following the Contract Bid evaluation will be outlined in the contract and will cover:

- Staffing Costs
- Overheads
- Mediator Fund
- Capital

LES contractors must stay within the contract limits of the specific headings. An under-spend under one heading may not be transferred and used under another heading.

All payments made must be recorded in the Analysis of Expenditure. 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. Credit cards must not be used for LES payments.

6.6 Float

To provide for the costs incurred in running the LES, on signing the contract, the DSP will provide a float equivalent to two months of the LES budgeted expenditure.

Where a new contractor is being engaged the division must complete the Float Request form (Appendix 17) and have it signed by the contractor. This is submitted with a Payment Authorisation form (LES05) and Bank Authorisation form (Appendix 12) to accounts. It must be clearly marked as 'Float [Name of LES]'.

The float will be:

- Accompanied by two copies of a letter (Appendix 2) stating the amount, purpose and conditions
- Acknowledged by the authorised signatory of the contractor by returning a signed copy of the letter to the DSP
- 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 (zero), a Control Account (Appendix 16) must be attached to the Monthly Claim.

Management of the Float:

- The float made available to the contractor by DSP will be coded to the advance account.
- The final end of year claim received by DSP will be processed and paid in full and will not be offset against the float.

The contractor will show the DSP float as a Balance Sheet item in their Audited Accounts at years end. DSP require written confirmation from the contractor at years end, confirming the float is still owing to DSP and is available for reimbursement.

6.7 Claims and Drawdowns

Payments 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 Outcomes
- ✓ Analysis of Mediator Fund Expenditure (to be sent via encrypted email to DSP Division and copied to CPES. It should also be noted on A1 LES1 and A1 LES3 forms)
- ✓ A copy of the LES Caseload reports.
- ✓ Control Account (if applicable- see Section 6.6 above)

Each claim must be submitted to DSP 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 DSP and the analysis of the Mediator Fund has been received. The Checklist of LES Claim (Appendix 11) is available as an aid in preparing/processing the claims.

6.7 Claims and Drawdowns cont'd

When the claim is received by DSP, 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 budget amounts as stated correspond to the approved budgets.
- The contractor has certified that the level of staffing is as was committed in the bid.
- 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 Payment Authorisation Form (LES05) must be completed by the division and the invoice number inserted as the current year and relevant month of claim i.e. 2016/01 for January, 2016/02 for February etc. Each claim must be authorised by the relevant divisional DSP Assistant Principal before being processed for payment.

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

Where a division is disallowing expenditure, the contractor must be notified in writing of the item disallowed and the amount. A template letter is available on Stór (LES06).

6.8 Staff Costs

The contractor must register for PAYE/PRSI with the Revenue Commissioners and comply with all employer obligations.

In instances where a staff member is on paid maternity leave or sick leave, the employee concerned should forward DSP Illness Benefit payments to the Contractor. These funds should be declared as income in the LES expenditure claims.

6.9 Travel and Subsistence

Travel and Subsistence claims must not exceed the Civil Service rates.

6.10 Petty Cash

A fixed amount, to a maximum of €300, should be available for petty cash and when it needs 'topping up', 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 (€50 maximum) should be paid through petty cash.

Petty Cash should be recorded in line with the LES Books of Account & Record Keeping – Best Practice (Appendix 4).

6.11 Annual Audited Accounts

The financial year will run 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 DSP-funded LES activities should be submitted to DSP by 31st May in any year and must include the Auditor's management letter to the contractor which could detail information not outlined in the Final Audit report that may be relevant to divisional staff.

Where a contractor is not being engaged further 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 LES should be prepared on an accruals basis to recognise all claims in the year and the float. The float provided by DSP should be shown in the audited accounts as a balance sheet item. It is not acceptable for floats to only be recorded in notes to Accounts, etc.

6.12 Insurance

The contractors must have adequate Employment and Public Liability Insurance to cover its legal liability. Consequently payment of funds under the LES Contract will not commence until evidence has been submitted to DSP that the insurance requirements specified in the contract are met. (Appendix 15)

The insurance must: -

- ✓ Meet the standards as outlined in the contract with DSP.
 - ✓ Cover the full period for which funding has been received.
 - ✓ Be prepaid and a receipt produced.
 - ✓ Indemnify DSP against any liability that may arise.
-

6.13 Asset Register

The contractor must maintain an Assets Register of all capital equipment purchased with DSP funding. Any single item with a purchase price in excess of €200 must be recorded on the assets register and in the audited accounts. Ownership of DSP funded assets will revert to DSP in the event of cessation or suspension of the LES contract.

In addition, all data storage devices (PCs, laptops, servers, hard drives, memory sticks, mobile phones etc.) being decommissioned must be returned to DSP for disposal. They must be sent to the nearest DSP office by arrangement with divisional staff.

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

6.14 Lease Agreement (Premises)

A current Leasing Agreement should be in place for all Contractors claiming rent as an overhead expense. All relevant paperwork should be held on file and examined by DSP during the monitoring process.

6.15 Mediator Fund

An amount of money, known as the Mediator Fund, is provided to each LES for use by the Mediators in that LES.

All LES staff should ensure that they operate in accordance with the Guidelines for the operation of the Mediator Fund. (Appendix 10).

The approved LES bank account must be used for this funding. Proper approval documentation must be retained, with payment details on file, to back up this expenditure for monitoring and audit purposes.

The Mediator must record the use of the Mediator Fund on the client caseload file and the outcome of the intervention as per the Mediator Guidelines.

The LES must include an analysis of Mediator Fund expenditure as part of its monthly expenditure claim and outcome returns. The Division must then send a summary of the analysis to CPES.

Divisions must ensure that Mediator Fund expenditure is monitored as part of the financial monitoring process.

These processes are subject to change following further ACM developments.

Section 7: Monitoring and Evaluation

7.1 Monthly Reports

The Contractor is required to submit Monthly Activity Reports from the DSP caseload management system with the monthly claim. The required reports are listed on the monthly claim.

The division can access monthly activity reports on Stór at divisional level and in the Local Office (LO) Monthly Reports at contractor level.

7.2 Monitoring and Evaluation

DSP Divisional Management is responsible for the monitoring and review of the LES. DSP, in consultation with the LES Board of Directors, will monitor the service at regular intervals to ensure that the service is being implemented in line with these Guidelines and the approved contract. Divisions should verify placement data and perform a minimum of 10% sample checks. This can be done via the Department's systems to ensure a client is no longer in receipt of payment or by contacting the client directly.

DSP is committed to working with LES contractors and to the on-going evaluation of its services to ensure continued relevance of each programme to all stakeholders and to facilitate the continuous improvement of the LES.

7.2.1 Appraisal

In the last quarter of a contract year, the division will appraise the performance of the contractor during the period. The appraisal documentation will be issued by CPES to the division.

7.2.2 Monitoring Visits

Each divisional DSP Assistant Principal, or their nominee, will conduct monitoring visits to each LES within their division. Monitoring visits will be conducted at each LES at least twice every year – at least one of these will be a financial monitoring visit. The procedures and checklists for financial monitoring and the monitoring visit report documents are available to assist in this process. (Appendix 5,6,7,8 and 13)

Section 8: Records

8.1 Documentation

The contractor must maintain, in 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 DSP Books of Account and Record Keeping - Best Practice Document. The records must be kept in such a manner as to provide precise financial details of the LES at any particular time.

These records shall be maintained for a period of six years after DSP makes final payment and all other pending matters are closed. Where a contract ceases (Section 2.6) these obligations remain.

All documentation (guidelines and templates) are available to the LES on the welfare.ie link issued to all contractors.

8.2 Access

Records shall be available at all reasonable times, for inspection by officials of DSP and the Comptroller and Auditor General's office, at any location at which the programme/service is being directed, or where records, financial or otherwise, are maintained by the Contractor in connection with the service.

The Contractor shall comply promptly with all reasonable requests from DSP and any other agencies specified for information on the service.

8.3 Client Records

At all times the Contractor shall ensure that each LES registers & maintains complete records of all interactions with all clients as instructed by DSP.

These records shall be maintained for a period of six years after DSP makes final payment and all other pending matters are closed. Where a contract ceases (Section 2.6) these obligations remain.

8.4 DSP Systems

The Contractor will be required to use DSP systems for caseload management and in such cases shall be bound by the user policy governing the use of such systems as communicated by DSP. (See Section 5.1, 5.2 and 5.4 above and also Appendix 14 and 18)

8.5 Contract File

The divisional DSP office will maintain a specific file in relation to each LES operation. The LES file will contain a copy of each of the following:

- LES Contract including schedules
 - Certificate of Incorporation
 - Tax Clearance Certificate
 - Insurance Certificate
 - Bank Account & Bank Mandate Details
 - Apportionment of costs details
 - LES Annual Audited Accounts
 - LES Monthly Claim Forms including ACM Activity and Outcome Reports
 - Bank Statements
 - Contract Bid & appraisal and evaluation documentation
 - Monitoring Visit Records & Follow-Up Correspondence
 - All relevant correspondence/emails
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