

DRAFT

**CONTRACT FOR DUBLIN REGION
HOUSING FIRST Tenancy Support and
Property Sourcing SERVICES**

Between:

**Dublin City Council
On behalf of Dublin Region Homeless Executive**

(hereinafter called the DRHE)

Contact details for the

DRHE:

Director of the DRHE

Deputy Director of the

DHRE

Housing First Outreach

Coordinator

Finance Standards

Communications

Research

And

Organisation Name: xxxxxx

Contact details for:

CEO

**National Director of
Services**

Finance

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DRAFT

This CONTRACT is made on the X day of X 2026

BETWEEN

Dublin City Council, on behalf of DUBLIN REGION HOMELESS EXECUTIVE of Civic Offices, Wood Quay, Dublin 8 (hereinafter DRHE)

AND

Company:

WHEREAS:

1. The DRHE is the unit provided via Dublin City Council, responsible for negotiation, management and monitoring of Contracts for the provision of funding for delivery of homeless services on behalf of the DRHE representing Dublin City Council, Fingal County Council, South Dublin County Council and Dun Laoghaire-Rathdown County Council.
2. The DRHE proposes to make available funding for the provision of homeless services pursuant to Section 10 of the Housing Act 1988, as amended, to the Grantee and
3. The Grantee proposes to provide the Services outlined in the Schedules to this Agreement and in accordance with the terms of this Agreement.

Definitions

In this agreement definitions will have the following meaning unless the context requires otherwise:

Agreement means this Contract and any Schedule(s) together with any Change of Service Request that has been approved by the DRHE and recorded in writing.

Dublin Region Homeless Executive (hereafter called DRHE) means the unit provided via Dublin City Council responsible for negotiation, management and monitoring of Contracts for the delivery of homeless services on behalf of the DRHE representing Dublin City Council, Fingal County Council, South Dublin County Council and Dun Laoghaire-Rathdown County Council.

Directly provide housing units means that the Grantee is either the Landlord of those housing units or exercises an equivalent degree of control over the housing units such as acting as the landlord's agent with responsibility for the collection of rents etc.

Grantor means the funding body which is the relevant lead local authority, Dublin City Council.

Grantee means the organisation providing the Service, (XXX).

Term means the period set out in Schedule 1 Clause 4.1 , commencing on the X day of X 2026

DRHE Finance Unit is the unit provided via Dublin City Council responsible for administering funding and monitoring of financial activity in line with contracts on behalf of the Grantors.

Section 10 funding means funding provided pursuant to and compliant with Section 10 of the Housing Act 1988, as amended.

Service means the service to be provided by the Grantee, as set out in the Schedules to the Contract.

Service Reform Fund Initiative means the programme created by the Department of Housing, Planning, and Local Government; Department of Health; the Health Service Executive Ireland (HSE); Local Authorities; and the Atlantic Philanthropies, in collaboration with Genio, to implement service reform in Ireland in relation to homelessness.

Service User means the people who use homeless services or tenancy support services provided by the Grantee.

Tenancy means tenant households, which is a reference term to the unit, and there can be more than one tenancy in each household.

PASS (Pathway Accommodation Support Service) means the integrated national data information system on the use of homeless services (*Priority Action 7.1, Homeless Strategy National Implementation Plan*). PASS is integrated with the Care and Case Management Strategy allowing service providers to ensure that service users receive a continuum of care based on an accurate and up-to-date assessment of their needs and ensuring that support plans are in place. PASS will generate client centered reports and allow sharing of information between named agencies on key interventions and outcomes for Service Users, support planning and their use of homeless services. All client information, Holistic Needs Assessment domains, Holistic Needs Assessment returns, Support Plans must be recorded on PASS and all key workers/case managers should assume their respective roles via PASS, subject to service user consent where applicable.

1. Appointment and Principles

- 1.1. Strictly subject to the receipt by the DRHE of funding from the Department of Housing, Planning, and Local Government, the DRHE **HEREBY** agrees to provide the Funding and the Grantee **HEREBY** agrees to provide the Services in accordance with the Service Delivery Specification set out in the Schedules and the terms of this Agreement.
- 1.2. The services provided by the Grantee will be in line with principles set out in the current Government Action Plan (Housing for All, 2021), Government strategy and the current National and Regional Homeless Action Plans.
- 1.3. The Grantee agrees to commit to the principles of Care & Case Management and a Housing Led approach and to put into practice interagency and collaborative working in partnership with statutory and other community /voluntary bodies or charitable organisations.
- 1.4. In keeping with these principles, the parties to the Agreement recognise and accept:
 - 1.4.1. that the provision of services to those experiencing homelessness is demonstrably in keeping with the strategic aims of the current Dublin Region Homeless Action Plan;
 - 1.4.2. the principles of partnership, continuous improvement of service quality, transparency and accountability;
 - 1.4.3. the rights of service users to services which promote their dignity and rights to participate as full citizens and;
 - 1.4.4. the operational autonomy of each of the parties whilst recognising statutory obligations and responsibilities on the part of the DHRE;
 - 1.4.5. the provision of services which relate to other state agencies, as appropriate, and separate Contracts, including but not limited to the Health Service Executive and Tusla.
 - 1.4.6. the requirement for financial controls and to demonstrate effective use of resources/ value for money.
 - 1.4.7 The Parties shall notify each other promptly when there is any change to the identity of the primary contact.

2. Priority of Documentation

This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority: This Agreement and Schedules 1 to 2 attached hereto

- 2.2 Appendix A: Invitation for Panel Membership. Panel established for Tenancy Supports, Property Sourcing, and Intake/Referral and related Services for the Housing First Programme in the Dublin Region with initial round of contracts and option to negotiate on the basis that the service comprises a Title III Service in accordance with Directive 2014/24/EU. References to the Invitation to Panel shall include any clarifications issued by the HA/Council (the "Invitation Clarifications"). The Invitation for Panel Membership (including the Invitation Clarifications) is hereby incorporated by reference into this Agreement
- 2.3 Appendix B The Application (includes completed Appendix A & B from the Invitation for Panel Membership document (responses to Selection and Award Criteria respectively), and will include any subsequent updated submission as part of negotiation. References to the Application shall include any clarifications issued by the Contractor in writing to the HA/Council between [insert date] and [insert date] (the "Application" Clarifications").

3. Funding

Section 10 funding is paid on an individual project/ service basis. Where funding is provided as part of a co-funding arrangement, Grantees are required to provide as part of their financial returns, the source, amount and purpose of all other funding they receive. Each organisation must also give a written and signed declaration that there is no duplication of funding for the same service/project.

Quarterly financial returns are required for all Section 10 funded projects, including those which are subject to contracts awarded following a procurement process. The DRHE will provide the Grantee with funding on a project/service basis, as approved by the DRHE subject to the availability of public funds, towards the provision of services strictly set out in the Schedule(s) of this Agreement inclusive of all duties, taxes, expenses and other costs associated with or incurred in the provision of the services which will not exceed the amount specified in the Schedule(s).

- 3.1. Funding shall be for the Term and the funding must be used only to finance the costs of the service.
- 3.2. In line with Housing for All, 2021 and the current national and regional homeless action plans, the Grantee agrees that funding shall not be used for the following:
- 3.2.1. Services which do not contribute significantly to achieving the

objectives set out in national homeless policy

3.2.2. Unnecessary duplication of services

3.2.3. Poor quality services, where there is no plan to improve these services

3.2.4. Services which are not cost effective

3.3. The Grantee agrees that funding shall also not be used for the following purposes:

3.3.1. The purchase of capital items or fixed assets.

3.3.2. Redundancy payments

3.3.3. Payments for unfair dismissal

3.3.4. Depreciation or amortisation

3.3.5. Costs arising from bankruptcy or failure of a third party involved in delivering the service contracted by the Grantee

3.3.6. Mortgage or loan repayments

3.3.7. To finance deficits

3.3.8. Any other item that the DRHE may decide from time to time.

3.4. The Grantee agrees that the transfer of funds between projects/services is not permitted.

3.5. Any additional change to services to be provided by the Grantee must be agreed in advance in writing between the DRHE and Grantee setting out the specification of additional services to be provided, any funding to be provided and the schedule of payment,...The Change Procedure and Template form is attached in Appendix E.

3.6. Any other services provided by the Grantee that have not been authorised in advance in writing by the DRHE, shall be outside the scope of this Agreement and the costs and all responsibilities, obligations and liabilities relating to or arising in connection with the unapproved services shall be the sole responsibility of the Grantee.

3.7. Any requests for funding by the Grantee for the purpose of capital expenditure shall be managed under a separate process and do not form part of this Agreement.

3.8. The Grantee shall not proceed with any capital expenditure that may require

financial assistance, without the express prior written consent of the DRHE pursuant to this Agreement.

4. Payments & Financial Returns

- 4.1. Payments from the DRHE shall be made on a quarterly basis, subject to the DRHE being in receipt of Section 10 funding and subject to compliance with reporting requirements by the Grantee.
- 4.2. Payments will be subject to compliance with the terms of this Contract and the attached Schedules.
- 4.3. The Grantee shall comply with the requirements of the Charities Regulator, and provide evidence of Revenue tax clearance at the commencement of the contract before any funding payment will be processed by the DRHE. Tax clearance must remain in place for the duration of the contract.
- 4.4. Payments are made on a vouched expenditure basis where requested by the Grantor, by means of a credit transfer to the Grantee's bank.
- 4.5. Payment of each quarter will be made following receipt of;
 - 4.5.1. Satisfactory fully completed financial returns or an invoice.
 - 4.5.2. Depending on the instruction from the DRHE Finance Unit,
 - 4.5.3. Signed quarterly Financial Returns, as required by the DRHE Finance Unit.
 - 4.5.4. Any other service monitoring reports required by the DRHE and
 - 4.5.5. Compliance with the terms of this agreement
- 4.6. Receipt and satisfactory review of these documents and financial returns will inform the DRHE's decision regarding payment for the next installment of funding to the Grantee.
- 4.7. The DRHE undertakes to make payments promptly providing that there is full compliance with the reporting requirements and the other conditions of this Agreement.
- 4.8. The Grantee must record receipt of the payment in the quarterly financial returns and such recordings must not be altered at a later date.
- 4.9. Where funds have not been expended in any quarter, they will be carried forward as a surplus to the next quarter. At the end of the third quarter or earlier, where it appears that funds will not be expended at the end of the financial year, these funds will be withheld by the DRHE or revert to the DRHE.
- 4.10. Funds which have been paid but not expended at the end of the financial year will revert to the DRHE according to the audited accounts. In circumstances where services are due to terminate, the final balancing

payment (if due) will be paid subject to receipt of final satisfactory financial returns.

- 4.11. The transfer of surpluses across projects showing deficits is not permitted.
- 4.12. The Grantee will fully complete the DRHE's Financial Returns and must include all details such as staff names, job titles, care/non-care in the payroll section and all sources of income for each project/service. Quarterly financial returns which have changes made to previous quarters and are contrary to the signed declaration will not be accepted and the Grantee should indicate clearly that "no changes have been made to previous quarters in these returns".
- 4.13. Although funding from other State Agencies may be subject to a separate Contract, all related expenditure and income must be recorded on the DRHE Financial Returns. This is to comply with the Department of Public Expenditure and Reform directives (i.e. D/PER 13/2014) which forms part of this Contract.

5. Financial Management

- 5.1. The Grantee must submit one signed audited copy of its full unabridged financial statements to the DRHE within 10 months after the grantee's financial year end. The financial statements of the Grantee must be audited in accordance with the provisions of the Companies Act. The schedules to the profit and Loss Account must be provided, if requested, to the DRHE (or its Agent).
- 5.2. The Grantee will provide a copy of the management letter from the external auditors upon completion of the annual audit of the financial statements of the Grantee
- 5.3. In view of best practice, the DHRE requires the Grantee to adopt the SORP format (Statement of Recommended Practice) or an equivalent accounting standard for financial accounting and reporting. Confirmation of the use of SORP or its equivalent accounting standard may be required from the Grantee on request.
- 5.4. The Grantee, where applicable, must seek to abide by the guidelines contained in the Charities Act 2009 and other good governance codes as applicable to voluntary organisations.
- 5.5. Responsibility for compliance with the Revenue Commissioners requirements rests with the Grantee.
- 5.6. In the case of statutory bodies, the Grantee will comply with accounting standards as specified by the relevant government department.

5.7. DRHE (or it's Agent) will undertake to monitor expenditure of the funds allocated under this agreement. Monitoring will involve the submission of quarterly reports on expenditure by the Grantee.

5.8. Department of Public Expenditure and Reform Circular 13/2014, aims to ensure that all Exchequer funds, regardless of the method of distribution, are accounted for and properly managed. The Grantee is subject to the requirements of this circular, a copy of which is attached in Appendix F.

6. Indemnity

6.1. The Grantee shall indemnify the DRHE its officers, employees, and agents from and against all allegations, claims, actions, proceedings, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses which arise out of or as a result of any act or omission of the Grantee in the provision of the Services.

6.2. The Grantee shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Grantee shall indemnify, save harmless and keep the DRHE indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the DRHE under the TUPE Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Agreement.

7. Audit & Reviews

7.1. The Grantee shall keep detailed records in respect of its performance and obligations under the Agreement and at the DRHE's request shall make all such records available for inspection or shall provide copies to the DRHE (or it's Agent) within 14 working days of a request for same. The parties may vary that period, which said variation must be confirmed in writing by the DRHE (or it's Agent) within 5 days of such agreement. Any delay in the submission of information may result in the delay in funding payments.

7.2. The DRHE (or it's Agent) will carry out audits/reviews which will include site

visits to inspect financial records. The Grantee will co-operate with these financial audits/reviews and supply documentation (e.g. invoices, bank statements, payroll records, etc) as requested by the DRHE (or it's Agent). The purpose of this exercise is to ensure that expenditure is in accordance with the terms of the Agreement and to comply with the requirements of the Local Government Auditor.

- 7.3. The Grantee is required to co-operate with value for money audits and studies conducted on a regional wide basis by the Local Government Auditor. This may include the Grantee co-operating with appropriate Consultants commissioned by the DRHE to carry out financial examination of organisational costs to provide a benchmark for costs.
- 7.4. The Grantee is required to retain financial and service activity records for a specified period of time in accordance with the guidelines set out in the National Records Retention Policy for Local Government.
- 7.5. The DRHE shall monitor the delivery of the services by reference to generally accepted best practice, and quality standards as stipulated by DRHE or Department of Housing, Planning and Local Government.
- 7.6. The Grantee shall maintain systems procedures and controls which reflect the best practices in accountability in expending public funds and will fully cooperate with the DRHE in any reviews of practices required by the DRHE.

8. Accountability and Governance

- 8.1. The Grantee recognises that the DRHE is subject to a number of statutory obligations, which the Grantee will assist in fulfilling, through the provision of regular financial and service monitoring reports and information as requested by the DRHE.
- 8.2. The Grantee accepts that it is subject to particular requirements under relevant legislation and, in particular but not limited to, Housing Acts 1988 and 2014, Charities Act 2009, Companies Act 2014, Children First Act 2015, Protected Disclosures Act 2014, National Vetting Bureau (Children and Vulnerable Persons) Act 2012, Freedom of Information Act, Health & Safety Legislation, Fire legislation, Equality Legislation, Employment Legislation, Data Protection Act, Disability Act, Building Control Legislation.
- 8.3. The Grantee shall ensure that it has effective internal codes of governance in place including an adequate system of internal controls to ensure compliance with laws and regulations and the Grantee shall use (among other relevant publications) the Code of Practice for the Governance of State Bodies or the Code of Practice for Good Governance of Community, Voluntary and Charitable organisations in Ireland. The Grantee will co-operate with any reviews of governance arrangements as instigated by the DRHE.

- 8.4. The Grantee shall have in place risk management processes and recorded risk management records.
- 8.5. The Grantee shall comply with the policies and procedures specifically set out by the DRHE in relation to notifying same of any major incident(s), which may impinge on service delivery or have implications on contractual and service relationship between the parties, within 3 days of the occurrence (e.g. death notification policy).
- 8.6. The Grantee will actively work on an interagency and collaborative basis to fully implement the agreed Care & Case Management systems in the Dublin region involving the Comprehensive, Support Planning and Interagency Protocols along with the HSE health monitoring tool.
- 8.7. The Grantee is required, as a condition of funding, to be familiar with and to be fully compliant with the Pathway Accommodation and Support System (PASS) including the bed management and client support system to record all details of Service Users using homeless and tenancy support services funded under the terms of this Agreement. The Grantee shall ensure that all data recorded on PASS is 100% accurate and live. The PASS system will be used to measure KPI's, Visiting Supports, Active tenancies, Housing Transfers and tenancy breakdowns
- 8.8. PASS operates across all Section 10 funded services. The following service types will enter additional information based on their service type;
- **Assertive Street Outreach Service / Housing First Service** – Services must ensure all outreach and support contacts with Service Users are recorded on PASS as directed by the DRHE.
 - **Emergency Accommodation Providers** (Supported Temporary, Temporary Emergency and One-Night Only Service Providers) - Services must ensure that their resident list on PASS is 100% accurate at all times, as directed by the DRHE.
 - **Visiting Homeless Support (Homeless Action Teams)** – Services must ensure that all support initiations, interventions, visits and outcomes are recorded on PASS, as directed by DRHE.
 - **Long Term Supported Housing (Permanent Onsite Supported, Semi Permanent Onsite Supported Providers)** – Services must ensure all residents are admitted into the relevant section on PASS, as directed by DRHE.
 - **Visiting Housing Support (Generic, Specialist Providers,)** – Services must ensure that all support initiations, interventions, visits and outcomes are recorded on PASS, as directed by DRHE.
 - **Day Services** – Services must ensure that relevant data is recorded on PASS, as directed by DRHE.

- **Other emerging needs projects** – Identified emerging needs will require a Change of Service Request application (Appendix E).

8.9. Data from PASS will be used by the DRHE for the purposes of service planning and monitoring of service uptake and outcomes for persons experiencing homelessness or at risk of becoming homeless. Should the Grantee fail to use and comply with PASS fully in the designated manner, a funding sanction will be incurred by the Grantee.

8.10. At all times the Grantee shall have regard to Data Protection legislation (See Section 12).

9. Funding Recognition

9.1. The Grantee will fully acknowledge state funding received from the DRHE in all written documentation, letterheads, promotional or print material, information events, press releases and media statements, radio and TV interviews, feature documentaries, websites, social media and reports. This must include the use of logos and the amount of funding that the Grantee receives for the contracted service, as outlined in the Schedule(s) attached to the Contract, and in accordance with the requirements set out in Appendix G. The Grantee must acknowledge DRHE funding across all platforms as listed above, See Appendix G.

9.2. The Grantee will publish the current Homeless Action Plan on its website to promote the core actions that are required to realise regional and national objectives to address homelessness. The Grantee will also create a funding section on their website with the category type of service they are contracted and funded to provide, (e.g. Homeless Prevention, Tenancy Sustainment and Resettlement Supports, Supported Temporary Accommodation (STA), Temporary Emergency Accommodation (TEA), Long-term Supported Accommodation (LTA), Day Services). The grantee will also ensure that all statistics published on their website accurately reflect the data from PASS and the enumeration of persons who are homeless.

9.3. The Grantee will liaise and agree in advance with the DRHE on the dissemination of reports, statistics, research, press releases, media statements and social media statements relating to the service they are contracted and funded to provide.

9.4. The Grantee will publish an annual report that shall be produced no later than ten months after the end of each financial year. The introduction and foreword of the Annual Report must include details of the current Dublin Homeless Action Plan and the partnership approach to addressing homelessness.

9.5. The breakdown of income in the Annual Report should clearly state "State

funding provided by the DRHE" and should be titled Detailed Income and Expenditure for the Year ended (insert year). This must show the category type of service that you are contracted for and the amount of funding that Grantee receives.

10. Emerging Needs Projects/Services

- 10.1. Any emerging needs project/service (including expanded projects) which the Grantee agrees or has agreed to provide, is subject to the requirements of this Contract. This includes projects/services set up following an expression of interest process. Projects/ services set up following a tender process are also included under this section unless and until a separate contract is executed.
- 10.2. Any Schedule agreed and approved by the DRHE will be appended to this Contract.
- 10.3. All projects and services funded under Section 10 funding are subject to the terms of this Contract.

11. Insurance

11.1 The Grantee undertakes to ensure all necessary insurances are in place, including but not limited to Public Liability, Employers Liability and Professional Indemnity and to carry out regular risk assessments in relation to activities and any premises occupied by it, including the following indemnity limits

- Employer's Liability – Not less than €13 million
- Public Liability – Not less than €6.5 million
- Professional Indemnity – Not less than €1 million
- Cyber Liability – Not Less than €2 million
- Any other insurances accepted as part of the pricing schedule

11.2. The Grantee further undertakes to indemnify in full the DRHE against all losses occasioned solely by the Grantee's acts or omissions during the term of this Agreement.

11.3. The Grantee must, if requested by the DRHE, provide the DRHE with copies of its certificates of insurance or certified copies of all policies showing that all insurances required by the Grantee under this Arrangement are in force for the periods specified. The Grantee shall notify the DRHE immediately in the event that any of such insurances cease to be in place.

11.4. Failure to comply with the above can result in immediate termination of the agreement

12. Quality Standards

- 12.2. The Grantee is expected to comply with the current quality standards as stipulated by DRHE or Department of Housing, Planning and Local Government, and with the current standards which have been developed in line with the 'Housing First National Implementation Plan 2022- 2026 and Homeless Action Plan
- 12.3. Where the Grantee is not in a position to comply with the quality standards immediately a time frame must be agreed with the DRHE for achieving the standards against which the service will be assessed.

13. Service Monitoring & Evaluation Framework

13.1. The DRHE will monitor service agreements in order to:

- Track the outputs/activities for which funding has been provided
- Assess performance according to Performance Indicators and by service type as set out in the schedule and evaluate outcomes in accordance with the Agreement
- Monitor emerging trends or difficulties
- Monitor standards of service delivery

13.2. In addition to the obligation to use PASS, the Grantee is required to produce monitoring reports on a quarterly basis which will be reviewed/assessed by the DRHE.

13.3. The Grantee is required to co-operate with the DRHE in monitoring service delivery which includes cooperating with staff of the relevant parties including;

- Dublin Region Homeless Executive;
- Four Dublin Local Authorities;
- Department of Housing, Planning and Local Government;
- Local Government Auditor;
- or any consultant / parties/agent, as determined by the DRHE from time to time.

13.4. This may also entail site visits inspection/ observation of same.

13.5. Any service reports in addition to quarterly and annual reports will be submitted by the Grantee within 14 working days of a written request being received by the Grantee from the DRHE. The parties may vary that period, which said variation must be confirmed in writing by the DRHE within 5 days

of such agreement. Any delay in the submission of information may result in the delay in funding payments.

- 13.6. Each project may be subject to a programme evaluation/review by the DRHE as part of a wider Evaluation Framework. The Framework seeks to gain additional data in relation to the processes and the quality of service provision. The purpose will be to evaluate the effectiveness of the different types of service delivery under the Housing for All, 2021, The National Housing First Implementation Framework 2022-2026 and the Homeless Action Plan, namely, prevention, homeless, housing and support services.
- 13.7. The DRHE reserves the right to instigate an independent evaluation at any stage.

14. Data Protection & Service Users

- 14.1. The DRHE and Grantee shall have regard to and comply with their statutory obligations under the Data Protection Act 2018 and General Data Protection Regulation EU 2016/679 as amended. Where personal data regarding Service User data is shared by either party to the other for the purpose of this Agreement,
1. it shall be solely and exclusively for the purpose for which it is expressly provided and for purposes permitted by law.
 2. It shall be protected and secured from unauthorised access, accidental loss or damage.
 3. It shall not be shared with any third parties other than in accordance with law.
- 14.2. All processing shall be in compliance with GDPR, and shall comply with Data Management Agreement which may be set out by DRHE.
- 14.3. The Grantee undertakes to ensure that it has all consents, authorisations and permissions necessary to enable the Grantee to access and disclose any personal data of a Service User, to the extent that the Grantee may require access to or the ability to disclose such data in the lawful performance of its functions.
- 14.4. The Grantee is required to show a high level of consumer consultation in strategic planning decisions and in the evaluation of existing services. The Grantee should, during the continuance of this Agreement, review its approach to its Service Users with a view to ensuring their input into the development and improvement of services.
- 14.5. The Grantee must have in place a Customer or Service User Charter specific to the needs of its users. The Charter should be made known to all Service Users and should set out the rights and entitlements of the service user in respect of the services including arrangements for feedback, complaints procedures and formal redress mechanisms

made actively available to Service Users.

- 14.6. Where such arrangements are not in place a plan for putting them in place will be set out by the Grantee.
- 14.7. The DRHE may conduct periodic customer satisfaction surveys to elicit the views of service users of homeless services and their relevance to their needs.

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15. Research & Media

- 15.1. The Grantee will have due regard to the interests of the DRHE in any media commentary relating to the service funded under this Contract. Where the Grantee arranges third party media access to the service, they will inform the DRHE as to the media outlet involved and the nature of the media enquiries.
- 15.2. The Grantee shall inform the DRHE in advance and in a timely manner of any research projects which they are undertaking or are facilitating in relation to the service or service users. Prior written permission must be sought from DCC/ DRHE where the research is based on information contained in PASS. Where the Grantee is undertaking, commissioning or facilitating research, they shall have in place a 'Statement of Research Ethics' which protects the rights and dignity of service users.

16. Freedom Of Information:

- 16.1. All parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from a third party, subject to Dublin City Council's and the Dublin Region Homeless Executive's obligations under law, including (if applicable) the provisions of the Freedom of Information Act, 2014. The Grantee will agree that, should it wish any confidential information supplied by it to DRHE not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. Dublin City Council and the Dublin Region Homeless Executive will consult with the Grantee about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, Dublin City Council and the Dublin Region Homeless Executive will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with DRHE or as set out in the Freedom of Information Act 2014.
- 16.2. Grantees are obliged, as a condition of receiving Section 10 funding, to comply with Freedom of Information (FOI) and Data Protection legislation requirements. No data may be released about clients who are homeless unless the release of such data is compliant with FOI and Data Protection legislation and is approved by the DRHE. Where released data does not comply with FOI and Data Protection legislation the DRHE may notify the Office of the Information Commissioner and/or the Data Protection Commissioner and a funding sanction may apply

17. Staff Management

- 17.1. The Grantee will have in place efficient and effective systems for the management and support of staff and volunteers including supervision and training. Each party acknowledges that the DRHE has no responsibility or liability in relation to the employees of the Grantee who is responsible for paying all expenses and entitlements in relation to its employees.

- 17.2. The Grantee will be responsible for ensuring that staff members receive full and detailed appraisal and support in terms of performance and ongoing education and training in accordance with the standards of their relevant professional body.
- 17.3. The Grantee is expected to comply with all relevant Child Care legislation and guidance to include but not limited to the Child Care Act, 1991 and *Children First Act 2015*.
- 17.4. The Grantee shall be obliged to comply with National Vetting Bureau Acts 2012-16, and to register their organisation either directly with the Garda Central Vetting Unit or work through the auspices of an agreed body for the purposes of ensuring that all persons working with children and vulnerable adults are vetted.
- 17.5. In the event of any employee, officer, volunteer or agent of the Grantee having behaved illegally or inappropriately or suspected of having behaved in such a manner towards service users, the Grantee shall take all necessary action to ensure safety and protection of the service user. A formal report must be made to the DRHE immediately.

18. Staff Recruitment

- 18.1. Where a post is funded (wholly or partly) through the DRHE and the post is new or becomes vacant the position must be filled in accordance with current Irish and European legislation and good equal opportunities practice. Upcoming vacant posts must be advertised in a timely manner and if issues arise regarding filling the vacant post the Grantee must inform the DRHE.
- 18.2. The DRHE must be acknowledged in any recruitment advertisement.
- 18.3. The Grantee is required to list the occupied staffing posts and name each staff member on a quarterly basis as required and set out in the financial returns.
- 18.4. The DRHE acknowledges that relief cover for absent staff may be required on the part of the Grantee. The associated costs, responsibilities, obligations and liabilities relating to relief or arising in connection with use of relief staff shall be the sole responsibility of the Grantee. The DRHE is not under any obligation to cover costs unless agreed between the parties prior to initiating same.
- 18.5. The Grantee must inform and engage with DRHE to effectively plan for and manage challenges related to service delivery. This includes strategies for filling vacant posts, utilising agency staff, modifying existing roles, or creating new roles to address gaps. The Grantee will not create any new position under this contract without prior written approval from the DRHE and confirmation of section 10 funding.

19. Procedure for Performance Issues and Compliance with Contract Requirements

- 19.1. The DRHE shall issue:
- 19.1.1. First Performance Notice: If, as a result of information received,

or inspection undertaken, or following a review meeting or otherwise, the DRHE is of the opinion that the provision of the Services by the Grantee is not in accordance with this Agreement, the DRHE shall give notice in writing to the Grantee specifying in reasonable detail the principal reasons why the DRHE believes that the Services are not being provided in accordance with this Agreement (the "First Performance Notice") and, without prejudice to any other right or remedy which the DRHE may have in respect of such failure, the DRHE may require the Grantee to take such steps as may be necessary to ensure compliance with this Agreement within 14 days of receipt of such notice or such other time as may be agreed by the parties having regard to the circumstances.

19.1.2. Second Performance Notice: If the Grantee has not taken adequate steps to ensure compliance with this Agreement within 14 days of receipt of the First Performance Notice, the DRHE shall give notice to the Board or other governing body of the Grantee in writing (the "Second Performance Notice") and, without prejudice to any other right or remedy which the DRHE may have in respect of such further failure, the DRHE may require the Board or other governing body of the Grantee to agree with the DRHE a plan of action and a timetable for addressing the specified area(s) of non-compliance with this Agreement.

19.1.3. Effect of Non-Compliance: If the Board or other governing body of the Grantee has not carried out the agreed plan of action within the agreed timetable or has failed to engage with the DRHE in good faith to agree a plan of action and timetable for implementation pursuant to the above paragraph that refers to the Second Performance Notice, the DRHE may by notice in writing to the Board or other governing body of the Grantee;

19.1.4. Without terminating this Agreement in whole or in part, state that the DRHE itself will provide or procure the provision of one or more of the services at the expense of the Grantee until the Grantee has shown to the reasonable satisfaction of the DRHE that the relevant services will in future be provided by the Grantee in accordance with the terms of this Agreement; or

19.1.5. Without terminating this Agreement in its entirety, determine the Agreement in respect of such part of services as is not being provided in accordance with this Agreement and thereafter withhold the proportionate amount of the funding relating to those services; or

19.1.6. Without terminating this Agreement in its entirety, withhold a proportionate percentage of the Funding allocated to the Grantee in respect of the non-compliant service until such time as the Grantee becomes compliant with this Agreement after which the DRHE will decide how much of the withheld funding will be released.

20. Dispute Resolution

20.1. Any dispute or difference arising out of or in connection with this Agreement (the Dispute) shall, in the first instance, be referred to the Parties to the

dispute who shall use all reasonable endeavors to negotiate in good faith a settlement of the dispute.

- 20.2. In the event of the Parties being unable to resolve the dispute between them it shall be referred to a Mediator to be appointed by agreement between the Parties and, in the absence of agreement within five working days of the receipt by one Party of a written notice to concur in the appointment of a Mediator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch.
- 20.3. Any such mediation shall be in accordance with the mediation rules of the Chartered Institute of Arbitrators or such variation of them as may be agreed between the Parties.
- 20.4. Mediation shall be deemed to have terminated on the earlier of the following occurrences:
1. The date on which a settlement is signed.
 2. Sixty days from the service of the Mediation Notice.
 3. The date when either party serves notice of intention to withdraw from the Mediation.
 4. The date on which the appointed Mediator serves notice that the Dispute is incapable of resolution (which notice may be served at the sole discretion of the Mediator and without giving any reasons therefore).
- 20.5. In the event that the Dispute is not resolved by Mediation in accordance with the terms hereof the Dispute shall be referred to an Arbitrator to be agreed between the Parties and, in default of agreement within ten working days of the receipt by one Party of a written notice to concur in the appointment of an Arbitrator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch, such arbitration shall be governed by the arbitration legislation then in force in the Republic of Ireland. Such arbitration shall also be governed by the arbitration rules of the Chartered Institute of Arbitrators.
- 20.6. The Arbitrator shall have no connection with the Mediator or the mediation proceedings unless both Parties have consented in writing.

21. Termination or Expiry

- 21.1. The parties agree that termination of this agreement shall only take place after the impact of the discontinuance of the Service on the needs of those who are homeless shall have been fully investigated and alternative provision of the service shall have been secured if at all possible.
- 21.2. If the Grantee becomes aware that it would not be able to deliver the service (or wishes to change the nature or terms of the agreement) the DRHE must be informed in writing immediately.
- 21.3. The DRHE reserves the right to terminate this agreement on giving one months notice to the Grantee in the following circumstances including but not limited to;
- 21.4. In the event of a serious breach of this Agreement that has not been

resolved in accordance with the procedure outlined in Section 18. A determination that there has been a serious breach of this Agreement shall be made by a senior manager in the DRHE.

21.5. In the event of any exceptional circumstance or other circumstance outlined this Agreement concerning Termination.

21.6. In the eventuality of a suspected fraud, misuse or misappropriation of funds that has not been reported to the DHRE in accordance with the provisions of the subsection Section 21.4.

21.7. The Grantee must have in place a written procedure for dealing with allegations of fraud, misuse or misappropriation of funds. If the procedure is invoked by the Grantee, the DRHE must be informed in writing immediately. Failure to inform the DRHE may result in the immediate withdrawal or suspension of funding. In such circumstances the Agreement may be renegotiated on a without prejudice basis.

21.8. This Agreement shall terminate forthwith on written notice if a receiver, examiner or administrator is appointed over any of the assets of the Grantee or the Grantee is struck off the Register of Companies or if an order is made or a resolution is passed or winding up the Grantee or the Grantee becomes insolvent or bankrupt or goes into liquidation.

21.9. On expiry or termination of this Agreement the Grantee shall if applicable vacate Council property.

22. Local Authority Provided Buildings

22.1. In cases where the DRHE or other body makes a building available to the Grantee, the Grantee may be required to enter into an agreement with the relevant body for the use of the building within the timeframe of this Agreement.

22.2. The Grantee will be obliged to meet all the liabilities associated with the building running costs such as utilities (electric and gas), water rates, waste charges, repair and maintenance etc directly.

22.3. The DRHE or other body will work towards transferring the associated budget for these costs in line with the above if not already provided for in the service delivery funding allocation.

23. Public Procurement

23.1. The Grantee must demonstrate compliance with procurement directives if requested by the DRHE (or its agent). Failure to do so may result in withheld funding for the most recent quarter and compliance will be reviewed as part of the audit process to ensure Value for Money is achieved.

24. Human Rights and Equality

24.1. Under Section 42 of the Human Rights and Equality Commission Act, 2014, public bodies, including bodies in receipt, partially or fully, of public

funds, have an obligation in the performance of their functions to have regard to the need to:

- Eliminate discrimination
- Promote equality of opportunity and treatment of its staff and the persons to whom it provides services; and
- Protect the human rights of its members, staff and the persons to whom it provides services.

The Grantee is required to incorporate this public sector duty by identifying and assessing human rights and equality issues, identifying actions to address these issues and report on progress in a manner that is accessible to the public.

25. Fire Safety Management

The Grantee must adhere to and be fully compliant with all Fire Safety Legislation and Regulations. Fire Safety Management should include (but not necessarily be limited to) the following:

- ☐ Maintenance, testing and servicing of fire protection systems (at the appropriate intervals) and building elements such as:
 - Fire alarm
 - Emergency lighting
 - Kitchen fire suppression system
 - Fire rated doors
 - Exit doors
 - Fire dampers
 - Fire extinguishers
- ☐ Good housekeeping with regard to storage of materials, clear escape routes etc.
- ☐ Fire safety training (fire warden training/evacuation training) of staff, adequate staffing, evacuation procedures, fire drills etc. a nominated person of responsibility should be on duty at all times.
- ☐ Keeping of proper records related to the above.

It is recommended that advice be sought, where necessary, from a competent person to advise and assist in the setting up and ongoing maintenance of a suitable fire safety management system, as well as advice from the fire protection systems service providers as to management roles in carrying out interim checks and testing fire alarm, emergency lighting systems etc.

26. Contingency Plan

Any unexpected event that disrupts the operation of a service can have a negative effect on service users and the service provider. To this end, it is a requirement that services have in place a Service Contingency Plan. The Contingency Plan shall come into effect in the event of an unexpected episode.

As part of the Service Contingency Plan safe evacuation centres should be identified should there be an extended evacuation of your service required due to an ongoing incident or if there is an evacuation required during inclement weather or in the middle of the night. Due to the nature of this service, there can be a requirement to increase service capacity and delivery during significant weather events.

General

Nothing in this Agreement shall prevent or restrict the DRHE from performing or omitting anything which it is required to perform or omit pursuant to a statutory right or obligation.

This Agreement is governed by the laws of the Republic of Ireland

SEALING PAGE

PRESENT when the Corporate Seal of Dublin City Council was affixed hereto:

City Council Official, Chief Executive of Dublin City Council Civic Offices,
Wood Quay, Dublin 8.

** SIGNED on behalf of the four Dublin local authorities (Dublin City Council, ,
Fingal County Council, South Dublin County Council, Dún Laoghaire Rathdown
County Council)

IN WITNESS whereof the parties hereto have hereunto set their hands and
affixed their Seals the day and year first herein written

CEO DATED
SIGNED by the Grantee

Witness

Company Secretary / Director DATED

Witness

Schedule 1 - Service Delivery Specification for Dublin Region Housing First Service

1. Introduction and Context

The services provided by the Grantee will be in line with principles and objectives set out in key public policy framework documents on homelessness including Housing for All, 2021 (2016) and the Homeless Action Plan Framework for Dublin 2022 -2024. References to any key public policy framework documents on homelessness shall be construed as a reference to said documents as introduced, amended or updated during the course of the contract. This Schedule provides details of service requirements.

This Contract including Schedule has been developed in full cognisance of the separate Health Service Executive Social Inclusion Service Level Agreement for 2019. As such the service provider will deliver services set out in this Schedule in conjunction with the agreed role and responsibility for healthcare provision contained in Section 39 of the HSE SLA if applicable.

2. Housing First Service

The Housing First Service is an integral part of national and regional responses to homelessness. Housing for All: A New Housing Plan for Ireland (2021) sets out the Government's explicit commitment to 'the continued expansion of the Housing First model, a focus on the construction and acquisition of one-bed homes, and, importantly, ensuring provision of the necessary health and mental health supports required to assist homeless people with complex needs.

The Dublin Homeless Action Plan Framework for Dublin 2022-2024, commits 'Through an updated 'Housing First National Implementation Plan', to provide 707 tenancies over the next five years for people with a history of rough sleeping, and / or long-term use of emergency accommodation and who have complex needs

The targets for the Dublin Region Housing First Service are aligned with the Housing First National Implementation Plan 2022 -2026, which sets out Housing First targets for every Local Authority in the country. The National Implementation Plan states that a minimum target of 707 additional tenancies are to be created across the four Dublin local authorities by end of 2026. The provision of intensive wraparound health supports is a core part of Housing First delivery.

The Housing First model, as outlined in the Housing First National Implementation Plan, 'offers the provision of immediate, permanent and affordable housing to tackle homelessness, and then provides the appropriate wraparound housing and health supports, and connections to community-based supports, to ensure people maintain their housing and improve their overall health and well-being. This support is time unlimited and provided for as long as required.

Housing First does not require individuals to resolve the issues that contributed to them becoming homeless before being provided with housing, but rather stable housing is seen as a basis for recovery

and reintegration’.

- Key principles of the Housing First model are:
- Immediate Access to Housing without Preconditions
- Choice and Control for Service Users
- Separation of Housing and Treatment
- Recovery Orientation
- Harm Reduction
- Assertive Engagement without Coercion
- Person-Centred Planning
- Flexible Support for as long as is required

Housing First is dependent upon both the provision of housing and intensive case management and the provision of highly individualised health supports to the Housing First service user in order to address their high and complex physical health, mental health and addiction needs. Intensive case management involves frequent (at least one weekly) visits to the service user’s home to effectively support them in maintaining their housing.

The approach involves a consumer-choice driven, recovery orientation, and harm reduction philosophy, and employs motivational interviewing and goal-setting techniques. Housing First service users will have ready, time-unlimited access to support and treatment services for as long as the service user needs the support. If a tenancy breaks down, Housing First continues to support the individual to another tenancy and the support service continues to engage with the service user.

The Grantee is required to commit to the principles of Care & Case Management and Housing First and to put into practice interagency and collaborative working in partnership with statutory and other voluntary bodies. Services provided will be aligned to the strategic aims and core actions set out in Homeless Action Plan Framework for Dublin. In keeping with these principles, objectives, strategic aims and core actions, the parties to the Agreement recognise and accept:

The provision of services to those experiencing homelessness is demonstrably in keeping with the strategic aims of the Homeless Action Plan Framework for Dublin;

- The principles of partnership, continuous improvement of service quality, transparency and accountability;
- The rights of service users to services that promote their dignity and rights to participate as full citizens;
- The operational autonomy of each of the parties whilst recognising statutory obligations and responsibilities on the part of the Grantor; and
- The provision of services that relate to the separate Health Service Executive Service Level Agreement including associated schedule(s).

3. Alignment with Dublin Region Assertive Street Outreach Service and the Housing First Multidisciplinary Team.

The Grantee acknowledges the complementary and overlapping roles of the Dublin Region Housing First Service, Housing First Multidisciplinary Team and the Dublin Region Assertive Street Outreach Service.

The Housing First Health Supports (Multidisciplinary Team) (Lot 4) is a separate service funded by the HSE, the contract will be overseen by the HSE, Housing First health lead. The service will provide health supports for clients with challenging mental health, chronic health and addiction issues and it will also support individuals in accessing psychiatric treatment and rehabilitation. The multidisciplinary team will include suitably qualified staff in general nursing, psychiatric nursing, mental health, substance use/ addiction, and other specialisms may be brokered as required.

The Grantee undertakes that it will work in tandem with the Housing First Multidisciplinary Team ensuring that the service users' health needs are addressed in an efficient and effective manner and that clients have access to relevant primary care services. The Grantee will also support the completion of the established 'Health Monitoring Tool' along with participating in the delivery of a care plan for the service user where applicable.

The Assertive Street Outreach Service is a separate service funded by the DRHE that engages in on-street contact with people sleeping rough, supports them into temporary accommodation, makes appropriate referrals to long term accommodation options, and ensures they are linked with other housing and health services appropriate to their needs.

The Grantee undertakes that it will work in close co-operation with the Assertive Street Outreach Service. The Assertive Street Outreach Service, is the first point of contact for people who sleep rough in Dublin and will be responsible for making referrals to the Housing First Service. The Housing First team will engage with referrals in order to carry out assessments and determine eligibility. The Assertive Street Outreach Service and the Housing First Service team will liaise closely in order to ensure that service users continue to engage during the intake process for Housing First.

Eligible Housing First service users will become the responsibility of the Dublin Region Housing First Service, which will engage with them directly, ensure prioritisation for Housing First tenancies, and support them in their transition into tenancies.

4. Contract Duration, Review and Right to Extend

- 4.1. Subject to satisfactory performance of this Agreement, this Agreement shall be for the provision of a Dublin Region Housing First service for a period of three (3) years. The Grantor reserves the right to extend for a further 2 periods of up to 3 years, up to a maximum duration of seven (7) years in total, subject to annual, periodic, and other reviews, at the sole discretion of the Contracting Authority.
- 4.2. The Grantee will be appointed for a probationary period of six (6) months, during that time the Grantee will be assessed based on compliance with the terms of the Contract. At the end of the six-month probationary period, the Contract shall either be allowed to continue if performance has been satisfactory or terminated if it has not and the shortcomings in performance cannot be satisfactorily addressed.
- 4.3. The service will be subject to a Contract review by the Grantor before the end of the Contract period, and where deemed appropriate. The review will have regard to the quality and standard of service delivery, cost effectiveness and value for money as well as a demonstrated record of good estate management. The key focus will be on achieving the sought-after outcomes for service users and quality service provision as specified by the Grantor. The Grantor reserves the right to instigate an independent evaluation at any stage.
- 4.4. In the event that the Contract is renewed, the Contract shall be subject to a further official review and the 6 months probationary period will apply again. The contract will only be renewed for extension subject to satisfactory performance and quarterly outcome performance appraisals.
- 4.5. Following the renewal of the Contract, the Grantor reserves the right to cancel the Contract award at its sole discretion on the basis of the available public funding and/or changing priorities within the range of homeless service provision in line with the national homeless strategy and Dublin region homeless action plan.

5. Scope of Requirements

- 5.1. The Scope of Requirements include those as set out in the Invitation for Panel Membership (Ref:XXXX), Dublin Region Housing First (HF) and The Application/updated submission of the winning Applicant/Panel member for an initial contract under the Panel.
- 5.2. References to the Invitation for Panel Membership shall include any clarifications issued by the HA/Council (the "Invitation Clarifications")
- 5.3. The Application (includes completed Appendix A & B from the Invitation for Panel Membership document (responses to Selection and Award Criteria respectively),

and will include any subsequent updated submission as part of negotiation. References to the Application shall include any clarifications issued by the Contractor in writing to the HA/Council between [insert date] and [insert date] (the "Application" Clarifications").

- 5.4. Any additional specifications set out in the Applicant's Submission or herein that are more advantageous to the DRHE

6. Specification of Requirements

- 6.1. The Specification of Requirements include those as set out in the Invitation for Panel Membership (Ref:XXXX), Dublin Region Housing First (HF) and The Application/updated submission of the winning Applicant/Panel member for an initial contract under the Panel.
- 6.2. References to the Invitation for Panel Membership shall include any clarifications issued by the HA/Council (the "Invitation Clarifications")
- 6.3. The Application (includes completed Appendix A & B from the Invitation for Panel Membership document (responses to Selection and Award Criteria respectively) and will include any subsequent updated submission as part of negotiation. References to the Application shall include any clarifications issued by the Contractor in writing to the HA/Council between [insert date] and [insert date] (the "Application" Clarifications").
- 6.4. Any additional specifications set out in the Applicant's Submission or herein that are more advantageous to the DRHE
- 6.5. The provision of a Housing First Service shall be for a minimum of tenancies within three years as follows:

Number of Tenancies to be Serviced/Number of Housing Units to be Provided (Initial Contracts)			
	Year 1	Year 2	Year 3
No. of existing tenancies	xx	xx	xx
No of new tenancies	xx	xx	xx
No. of housing units to be provided by [Xxxxxx]	xx	xx	xx

- 6.6. The Grantee confirms that it will directly provide the tenancy support services required for number of tenancies and to directly provide the number of units as specified above, including per Local Authority.

- 6.7. The Grantee confirms that the Intensive Case Management (ICM) team will directly provide or have brokered access to key resources and interventions to support the target group. This may require the Grantee to enter into agreements with Specialist Health and Social Care Services for the duration and timeframe of the Contract.
- 6.8. The Grantee confirms that the ICM support to be provided will be highly intensive and specialised in nature and that the proposed project/brokered staff have the relevant competence, skills and expertise in homeless services and are trained in areas of client- centred work practices, mental health, addiction, harm reduction, disability and challenging behaviours. The Grantee further confirms that it will ensure that any additional or replacement personnel shall be of relatively equal competence of those working in the Housing First Service and that staff levels will be maintained in line with the tender. Any significant changes to this will be notified to the DRHE within a reasonable time period, but not exceeding a 2-week period.
- 6.9. The Grantee shall provide the staffing resources required to meet the targets set out above and factoring in the implications for maintaining a support staff/service user caseload ratio of 1:12 given the long-term commitment required of the Housing First approach.
- 6.10. The Grantee shall respond to meet the complex needs of service users, irrespective of whether they participate in treatment for mental health and addiction issues and even if they are not treatment compliant, for as long as the support is required.
- 6.11. The Grantee confirms that it has the capacity to deliver a client-led service that promotes well-being and integration across a range of life goals including employment, education, social support and recreation.
- 6.12. The Grantee confirms that it shall respond to potential language barriers to service delivery.
- 6.13. The Grantee shall operate sectoral case management protocols and innovative responses to overcoming systemic blocks.
- 6.14. The Grantee confirms that the service will collaborate closely with the Dublin Region Homeless Executive, Dublin Local Authorities, HSE, Health Support providers and other key statutory agencies. The Grantee acknowledges and accepts that Interagency working with other voluntary homeless service providers will also be required as directed by the Dublin Region Homeless Executive, Dublin Local Authorities and HSE.
- 6.15. The Grantee shall deliver the following key support interventions:

Case Management & Key Working

- Using a case management approach to identify and respond to need
- Effective assessment and implementation of Support Plan(s) including regular reviews
- One to one key working

Housing

- Active sourcing of appropriate long-term housing options including all types of housing tenures
- Sourcing repeat/alternative tenancies for service users in accordance with the Housing First model
- Practical assistance to homeless persons who have secured a tenancy
- Settlement activities, tenancy training and independent living skills etc e.g. cooking, cleaning, budgeting, literacy, numeracy, and personal care
- Mediation with Landlords/Local Authorities/Approved Housing Bodies if tenancy issues arise and liaison with other relevant bodies such as the Residential Tenancies Board (RTB) or others as directed by the DRHE Property maintenance and repairs in the case of leased tenancies and above/beyond normal wear and tear

Interagency & Collaborative Working

- Use of Sectoral Case Management Interagency Protocols
- Close collaboration and interagency working with health services for people who are homeless, including drug outreach teams, primary care providers and mobile health clinic, as well as hospitals, mental health and addiction services.
- Brokering of specific services as required

Crisis/Incident Management

- Crisis and conflict management over 24 hours 365 days

Health & Safety Management

- Maintaining security and safety of service users
- Managing external environs and ensuring good facilities management for Housing First tenancies to ensure relationships with surrounding residents, community, local business and other groups are maintained

Support

- Personal and life skills interventions e.g. stabilisation and harm reduction interventions to address of service user's drug/alcohol related issues and to ameliorate chaotic behavior related to addiction
- Stabilisation of chaotic behavior relating to mental ill health, physical health, and anti-social behavior
- Interpersonal skills development
- Family, relationship and social support
- Motivation, health and wellbeing, counselling, relapse prevention, overdose prevention, self-esteem, and interpersonal skills
- Linkages with the relevant HSE Integrated Service areas (e.g. Primary Care Teams, Mental Health Teams or as directed by the HSE and or DRHE)
- Organisational skills e.g. accommodation charge collection, coordination of appointments and meetings, court appearances, doctor's appointments etc.

Entitlements

- Medical card – assist in accessing medical cards
- Social Welfare – facilitate assessment of eligibility to supplementary welfare payments
- Housing – registration and maintenance on local authority housing list with homeless priority and completion of Assessment of Housing Need

Mainstream Services

- Creating linkages with mainstream Healthcare, Welfare, Training, Education, and Employment services

Family and Children

- Adherence to Children First guidelines
- Monitoring of child protection and welfare
- Family relationship and parenting support
- Family liaison/mediation
- Co-operation and liaison with TUSLA (the Children and Families Agency)

7. General Requirements

- 7.1. The Grantee hereby nominates [insert role] who will act as the main point of contact with the Grantor for the duration of the Contract. He /She shall have the authority to deal with all matters in relation to the Contract and be responsible for the satisfactory delivery of the services required. In the event of their unavailability, the Grantee nominates [insert role] as alternate.
- 7.2. The Grantor hereby nominates **Housing First Outreach Coordinator** as its dedicated point of contact for the duration of the Contract. They shall have the authority to deal with all matters in relation to the Contract and be responsible for the satisfactory delivery of the services required. In the event of his unavailability, the Grantor nominates, [insert role] as alternate.
- 7.3. The Grantee will report and be accountable to the Grantor and is obliged to provide the specified reports on the outcomes for the target group. The Grantee will provide performance management reports as directed by the DRHE and other statutory bodies as required or as can be reasonable expected by the DRHE in consultation with the Grantee.
- 7.4. The Grantee will be required to complete an application for quarterly funding payments and provide regular quarterly financial reports to the DRHE.
- 7.5. The Grantee must comply with the following areas as may be reasonably prescribed by the DRHE on behalf of its stakeholders:
- Financial application and reporting arrangements;
 - Completion of the appropriate DRHE forms relating to operating and staffing payroll costs as part of the Contract process;
 - Service reports that include the following:
 - Nature and extent of engagement with potential Housing First service users, placements in tenancies, and those identified for upcoming tenancies.
 - Number of tenancies managed and created, housing retention rate, properties sourced and allocated, and profile of individuals engaged with Housing First.
 - Number of units provided from all sources and by the successful tenderers directly;
 - Level of access and engagement with health services;
 - Staffing levels and staff / client load ratios.
 - Performance monitoring framework and reporting arrangements;
 - Preparation/ reporting and participation in case review meetings;
 - Service or programme evaluations (as deemed necessary by the Grantor);
 - Reporting to the Grantor in respect of progress made, issues arising with regard to residents, and any other issues that may be identified by the Grantor;
 - The implementation of current or any future developed national and regional quality standards in terms of service delivery as set out by the DRHE or Department of Housing, Planning and Local Government;
 - Full compliance and use of PASS and other IT/database systems as directed by the

Grantor relevant to the operation of the Dublin Region Housing First Service;

- Facilitate site visits and inspection regimes as determined by the Grantor.

7.1 The Grantee undertakes to cooperate fully to ensure service continuity until effective handover in the event of a termination of the Contract by either party or at the end of the Contract term pending transfer of the Service to a new service provider as the case may be.

Schedule 2 – Payment of Charges for Dublin Region Housing First Service

As submitted by the Service Provider under Ultimate Cost, the total funding sought for each year of the service is as follows:

	Year 1	Year 2	Year 3	Total
Total Grant ¹	€	€	€	€

As per the Pricing Schedule put forward by the Applicant submitted for the number of tenancies and properties as agreed herein:

Vouching of expenditure pursuant to the pricing schedule may be requested by the Contracting Authority to include the following items, however, the amount payable will not be higher than the maximum price chargeable as per the pricing schedule submitted:

- Travel
- Recruitment
- Telephone / Broadband
- Training
- Other care costs
- Properties leases & set-up costs

In addition, the Contracting Authority reserves the right to have all costs vouched on the same terms upon receipt of invoices or at any time thereafter. The Contracting Authority may also conduct audits and/or request the verification/validation of any information provided at any stage

Payment of the grant is subject to service delivery levels as outlined in the invitation to tender. Where grant payments are paid in advance of service delivery levels being achieved and it transpires that these levels are not attained at the end of the financial year, the grantor reserves the right to seek return of an amount of funds as is deemed appropriate by the grantor to the actual service delivery.

Payment for additional Intensive Case Managers will be in accordance with any increase in the number of new tenancies and in conjunction with the sustainment of existing tenancies.

For the avoidance of doubt, the key performance indicators for quality service provision applicable for payment of the full grant amount are set out in Appendix D and the targets to be achieved in terms of tenancy provision are set out in Appendix C.

Indexation

“Index” means either (i) the Consumer Price Index published by the Irish Central Statistics Office, (ii) such other index that replaces the Consumer Price Index from time to time, or (iii) a replacement index in accordance with paragraph (e) below;

- “Indexed Charges” means [Charges subject to indexation, shall be all charges that are provided for on the Form of Tender];
- “Review Date” means the First Review Date for the contract and, thereafter, each subsequent date identified in any subsequent extensions of the contract if utilised.
- The Indexed Charges shall be fixed from the Effective Date of this contract until the third anniversary of the Effective Date (the “First Review Date”). On the First Review Date and on

each subsequent Review Date, if the Index for the 36-month period ending on the last day of the month immediately preceding the relevant Review Date (the "Review Period") shows an increase or decrease, the Indexed Charges shall be adjusted in the same proportion (a "Review"), applicable to the contract renewal.

- d) Any adjustment to the Indexed Charges under paragraph (c) shall take effect prospectively from the relevant Review Date.
- e) If the Irish Central Statistics Office publishes an alternative index that, in Dublin City Council's reasonable opinion, more appropriately reflects the increases or decreases in the costs of providing services similar to the Services, Dublin City Council may, by giving the Supplier not less than 30 days' prior written notice, substitute that alternative index for the Index.

¹ Figures taken from Pricing Schedule without TUPE and may be subject to change based on the outcome of the TUPE process and in accordance with TUPE data disseminated which accounts for costs associated with TUPE staff transferring and taking up roles in the new provider



APPENDIX A

INVITATION FOR Panel Membership

See the following documents which make up Appendix A:

- XXXXXXXXX
- XXXXXXXXXXXX
- XXXXXXXXXXXX
- XXXXXXXXXXXX

DRAFT

APPENDIX B

THE APPLICATION SUBMISSION

See Separate Documents which make up Appendix B:

- XXXXXXXXX
- XXXXXXXXXXX
- XXXXXXXXXXX
- XXXXXXXXXXX



V

GRANTEE'S DIRECTLY PROVIDED HOUSING

to

KEY PERFORMANCE INDICATORS

The Grantee will provide KPI Reports to the DRHE as required. KPIs may change at the discretion of the DRHE. The following indicators are aligned with the contractual requirements for the services and are to be reported on at the end of each quarter and reviewed by the Housing First Monitoring Committee, unless otherwise stated. There will be data metrics devised to effectively monitor and measure each of the KPIs set out below and will be used in conjunction with other information collected to effectively monitor and manage contractual performance, including via contractual management meetings with providers.

- 1. The Provision of Housing Units**
- 2. Property Management**
- 3. Intensive Case Management**
- 4. Intake (Quarterly Reporting Requirements)**
- 5. The Planning Provision, Management and Utilisation of Staff**
- 6. Health and Engagement with MDT**
- 7. Critical Incidents:**
- 8. Peer Specialists**
- 9. Community Integration Workers**
- 10. Graduation and Disengagement from the Housing First Programme**

Health assessment tools and indicators must be incorporated into Housing First practice and outcomes monitoring and evaluation. Applicants must demonstrate an ongoing commitment to liaise closely with the HSE in order to fully integrate appropriate health measures that are aligned to the evaluation framework of the Service Reform Fund Initiative.

APPENDIX E

CHANGE OF SERVICE REQUEST FORM

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Appendix will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of the change control request and/or Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

Request to Change/Amend Service at:

APPENDIX E

WHEREAS the Service Provider and the Agency entered into an arrangement for the supply of Services as outlined in the Contract dated [], and Service Schedule dated [] (the “Original Arrangement”) and now wish to amend the Original Arrangement.

IT IS AGREED as follows:

With effect from date [] the Original Arrangement shall be amended as set out in this Contract Change Note:

Proposed Change:

Save as herein amended, all other terms and conditions of the Original Contract shall remain in full force and effect.

Signed by
for and on behalf of the DRHE:
Date

Signed by
for and on behalf of [PROVIDER]:
Date

The Contract Change Note should include:

- Outline of service change
- Start date of service change
- End date of service change if applicable
- Staffing implications of service change
- Implications for service users in change of
- service Funding change required for current
- year Funding change required full year costs

APPENDIX F

D/PER CIRCULAR 13/2014 (see next page)

DPE 022/05/2013
Circular: 13/2014

26 September 2014

Management of and Accountability for Grants from Exchequer Funds To:

**Accounting Officers,
Finance Officers and Heads of Internal Audit.**

A Dhuine Uasail,

1. I am directed by the Minister for Public Expenditure and Reform to refer to expenditure of public funds by way of disbursement of grant funding to all bodies, including agencies, companies, committees, advisory groups, charities, or individuals, whether directly from the Votes of Government Departments/Offices or through an intermediary body or series of bodies.

This circular supersedes previous Department of Finance Circular 17/2010.

Principles and Procedures

The Circular outlines the public financial management principles, procedures, and additional reporting requirements to be followed in the management of grant funding provided from public money as well as the reclassification of grants and grants-in-aid. The overall principle is that there should be transparency and accountability in the management of public money, in line with economy, efficiency and effectiveness.

Management of Public Monies

The provisions of this Circular apply to the movement of funds from a Vote to an outside body, and to any/all onward movements of that funding. The objective is to ensure that all Exchequer funds, regardless of the method of distribution, are accounted for and properly managed.

Grantors

All grantors should be proactive in ensuring that these principles and procedures are applied in an appropriate, meaningful and effective manner in respect of any exchequer funded grants managed by the Grantor.

Grantees

This Circular includes a new statement of principles for grantees, in respect of clarity, fairness, governance and value for money, in their management of and accountability for public funds.

Introduction

2. This Circular, which resulted from a review of the requirements for the management of grants and grants-in-aid, includes the following:

Section 1 - Reclassification of Grants and Grants-in-aid

Section 2 – Award Principles of Grant Funding

Section 3 – Management of Grant Funding – General Conditions

Section 4 – Management of Grant Funding – Vote Related Issues

Section 5 – Grantee Responsibilities

Section 1: Reclassification of Grants and Grants-in-aid

All funding in the grant and grant-in-aid category will be reclassified as grants, in line with the provisions of this Circular, commencing with the 2015 Estimates.

3. Grants and Grants-in-Aid

The principle distinction in the payment process for grants and grants-in-aid is that grants are required to be paid on the basis of vouched expenditure and any amounts unexpended at year end are surrendered to the Exchequer. In the case of grants-in-aid, pre-funding of a grantee is permitted, on an instalment basis, in line with demonstrated need, and any unexpended end year balance of the sums issued to the grantee, is not subject to surrender.

4. Reclassification of Grants and Grants-in-Aid

Taking account of current practices in the management of grants and grants-in-aid, the need for value for money and accountability in the management of public money and the business needs of grantors and grantees, **all grant funding**, regardless of (i) the status of the grantee i.e. state body or otherwise and (ii) of the means of funding i.e. either funding directly from the Vote of a Government Department/Office or on a devolved basis through an intermediary body or bodies, **will be classified as a grant, in line with the provisions of this Circular, commencing with the 2015 Estimates.**

5. Definition of a Grant

In the context of this Circular, a grant is a financial provision, originating in a Vote, for a particular activity or service administered or undertaken by an outside body, including agencies, companies, committees, advisory groups, charities or individuals. It ranges from grants to State Bodies to undertake their statutory functions to specific grant schemes operated by government Departments or other Bodies in receipt of exchequer funding.

6. Payment Principles

The default position is that grants should be paid on the basis of vouched expenditure. However, where **pre-funding** is required, for example, in the case of grant funding to a public sector Body towards its running costs, prior approval must be sought from the Department of Public Expenditure and Reform (DPER). The rationale for pre-funding should be documented by the grantor and available for audit/inspection, together with the monitoring and control arrangements attaching to the pre-funding. In cases where pre-funding is required on an ongoing basis, these arrangements should be referred to in the Annual Delegated Sanction letter from DPER.

7. Principles and Procedures

The requirements relating to the management of and accountability for grants are outlined in **Sections 3 to 5** below. All grantors should ensure that the principles and procedures reflected in these requirements are applied in a meaningful and effective way in respect of any grants under their remit. Grantors are required to take a proactive approach to ensuring that the terms and conditions for grants are appropriate to the local conditions in the sector in which they operate, while ensuring effective management and accountability of public money.

8. Intermediary Payments

Certain grants involve the onward movement of funds from the Exchequer to the grantee through an intermediary Body or Bodies. In such cases, the number of intermediaries should be kept to a minimum.

Section 2: Award Principles of Grant Funding

9. The Public Service Reform Plan 2014 – 2016 is committed to the design and delivery of better and more cost effective services using innovative delivery models. The Plan commits to releasing funds for specified outcomes for service users and moving away from the traditional system of block grants. This approach also aligns with the Public Spending Code¹.

10. Public Bodies awarding grants, particularly larger scale grants in personal and social services, should prioritise the award of grants to those applicants that can provide evidence of the best outcomes for the end-users. Grantors are encouraged to seek expressions of interest from service providers for grant allocations, where appropriate. In circumstances where grants are to be allocated competitively, grantors should assess the projected outcomes, efficiency of proposed approach, all evidence of effectiveness and prior performance of each applicant and make evidence-based decisions to allocate grants. Grantors should keep records of this process.

¹ <http://publicspendingcode.per.gov.ie/b-01-standard-appraisal-steps/>

Section 3 : Management of Grant Funding - General Conditions

11. Grantors should ensure that they have an effective grant-funding supervision regime in place which, in particular, takes account of the following, as appropriate:

(a) ***Objective***

There is clarity regarding the objective of the grant, which should be included in the terms and conditions/grant arrangements.

(b) ***Terms and Conditions***

The grantor should notify the grantee of the terms and conditions under which the money will issue to ensure that the grantee is fully aware of their responsibilities. The purpose of the funding should be clearly notified to the grantee - salaries, training, research, public relations/advertising, front-line services etc. These terms and conditions should reflect, as relevant, that it is a condition of funding that grantees comply with the ***Statement of Principles for Grantees*** - See Appendix 2.

(c) ***Service Level Agreement (SLA)***

In the case of grants provided by Departments to Bodies or Agencies which have been set up to carry out specific tasks, an agreement should be put in place between the Department and the Body setting out details of the resources which are being provided by the Department and the outputs to be achieved by the Body.² The content and the extent of the agreement is a matter for the Department having regard to the nature of the grant, and agreements will vary depending on the size and complexity of the Body's operations. If deemed appropriate, this model can be used between grantor and grantee at any level of the Exchequer funding chain

In the case where a Department/Office is involved in a multi-donor arrangement, e.g. where the Department/Office is not the supervisory authority, it may not be feasible to insist on a service level agreement, but the Department/Office should be satisfied that there are appropriate monitoring and control arrangements in place.

² It is recognised that where money is being contributed to a body or project under a multi-donor arrangement, assessed contributions, intergovernmental agreements or other funding mechanisms where the donating Vote is not the supervisory authority it is not feasible for that Vote to insist on a SLA. Accounting for this type of funding is governed by global governance structures and other arrangements and these should be relied upon in lieu of service level agreements. These should include the Supervisory Vote copying their SLA to other funding Votes.

The general parameters for a service level agreement include:

1. **Roles:** specify the roles of Department / Office and Body;
2. **Outputs:** identify the services to be delivered - there should be clear measurable outputs specified and the desired outcome should be stated;
3. **Funding:** identify the funding arrangements, including the process for the drawdown of funding;
4. **Review:** establish the timing and methodology of review of performance against outputs and outcomes specified in the agreement;
5. **Failure to Deliver:** identify the procedures to be adopted where the Body has not delivered on the outputs specified in the agreement, including claw-back of grant or offset against future allocation;
6. **Assurance Requirements:** Identify assurance requirements, e.g. audited annual accounts or annual declaration confirming that all conditions have been met and the required service / outputs delivered. Assurance requirements should take account of relevant governance requirements, for example, the Code of Practice for the Governance of State Bodies and compliance with public procurement policy and pay policy.

(d) **Monitoring and Reporting**

Grantors should put arrangements in place for an appropriate type and frequency of financial and performance reporting, with access to relevant records kept by the grantee including expenditure profiles, cash profiles, regular management accounts and annual audited accounts, as appropriate. These reports should be accompanied by a certificate of assurance signed at management level, (in general by two responsible persons for example at management or board level), certifying that the public money granted was used in accordance with the terms and conditions of the grant. In small organisations, with a single manager, a single management signature is acceptable. The grantee can sign off on the funding with the grantor, having provided acceptable proof that the funds have been spent as appropriate.

(e) **Inspection**

Grantors should also ensure that the grantee is informed that:

- They have an obligation to make books and accounts available to the Comptroller and Auditor General, where 50 per cent or more of their total income is sourced from Exchequer Funds,
- Grantors have the right to inspect the grantee's records.

(f) ***Payment***

The default position is that grants should be paid on the basis of **vouched expenditure**. Grantees making claims for grant funding on the basis of vouched expenditure are required to state to their grantors that:

- the invoices used to support their claims relate to activities and services appropriate to the grant scheme objectives,
- the amounts invoiced have been paid,
- the invoices have not and will not be used in support of another claim for reimbursement from any other funder(s) (except as provided for in agreed joint-funding arrangements).

(g) ***Advance Payment***

Sanction from DPER is required for pre-funded grant schemes and sanction requests should include the rationale and monitoring arrangements, for example, in the case of grant funding to a Body towards its running costs, grantors should document the rationale for pre-funding and have it available for inspection/audit, together with the monitoring and control arrangements attaching to the pre-funding. Payments should be aligned with the grantee's cash needs and on costs incurred.

(h) ***No Automatic Payment***

With due regard to the provisions in paragraph (i) below, payments should only be made to a grantee when they are due, in line with the relevant terms and conditions/SLA. If there is an overpayment of a grant, a refund should be obtained.

(i) ***Retention of end-year balances***

Pre-funding may lead to unexpended balances of grant money at year's end. With grantor approval (on foot of DPER sanction), these balances, or a portion thereof, may be retained by the grantee if deemed necessary to meet outstanding financial requirements. Such balances should be kept to a minimum and taken into account when considering the following year's grant.

(j) ***Once-off Grants***

Organisations, community groups, charities, companies and individuals can obtain once-off financial assistance under some grant schemes once they satisfy qualifying criteria before funding is provided. Such schemes should be cash limited to avoid over-subscription, unless the Accounting Officer of the relevant Vote can supply justification as to why a cash limit is not appropriate.

(k) ***Administrative and Control Requirements***

The grantor should be satisfied that the accounting system and organisational arrangements of the grantee are adequate, taking account of the level of the grant payment, to ensure the proper administration of the money.

(l) ***Multiple Funding***

Where funding is being provided as part of a co-funding arrangement, grantees are required to provide annually to each grantor, as a condition of grant, a declaration as to the source, amount and purpose of all other funding they receive and a declaration that there will be no duplication of funding for the same activity/project. This declaration should also state if the Exchequer funding from all sources exceeds 50% of total income.

(m) ***Onward payments of grants***

If it is the intention of the grantee to make onward grants from the funding received from their own grantor, details of these onward grants and their recipients/proposed recipients must be provided to the grantor, along with details of the terms and conditions applying to these onward payments.

(n) ***Protecting State investment***

Grantees should not dispose of publicly funded assets without the prior approval of the relevant Government Department/Office on foot of sanction of the relevant Vote Section in DPER.

Section 4: Management of Grant Funding - Vote Related Issues

All grants originate directly from the Vote of a government Department or Office and as such raise issues for Vote Management and the Appropriation Accounts.

12. *Vote Ambit*

Where a Vote includes a grant, this should be indicated in the ambit of the Vote - for example,

Estimate of the amount required in the year ending 31 December 2015 for the salaries and expenses of the Office of the Minister for Public Expenditure and Reform, for certain services administered by the Office of the Minister and for payment of certain grants.

If the Vote includes **cash limited** grants, this should also be stated in the ambit. [The term ‘cash limited’ means that the funds available for a particular scheme for the year will be limited to the cash amount specified in the Estimates allocation and so entitlement to payment under the scheme will be contingent on the availability of funds]:

Estimate of the amount required in the year ending 31 December 2015 for the salaries and expenses of the Office of the Minister for Public Expenditure and Reform, for certain services administered by the Office of the Minister and for payment of certain grants including grants under cash limited schemes.

13. *Virement*

The use of savings on one subhead to increase expenditure on another subhead, by way of Virement, should not be taken as a matter of course. Virement requires the prior approval of DPER.

14. *Subhead*

There should be an appropriate Programme and Subhead in the Vote.

15. *Multiple Grantees*

Where payments from a grant to a number of different agencies/bodies are involved, the grant may be payable to a named account administered by the Department concerned from which payments are made in due course. The purpose of this account should always be stated in, and account details appended to, the Appropriation Account of the relevant Vote.

16. *Audit*

Where the creation of a new grant is being proposed by a Department and the Comptroller and Auditor General is not the auditor, that Department should, when submitting the proposal to DPER, give the reasons why this is the case.

17. *Matured Liabilities*

Government accounting rules on matured liabilities apply to all voted monies, including payments from grant subheads. In the case of grant funding, payment is due when the grant payment is fully approved and processed in accordance with the particular agreement or grant scheme's terms and conditions and when the grantee has fulfilled all conditions.

To ensure the integrity of the Appropriation Account, all due payments (i.e. matured liabilities) should be settled with the grantee at year-end and payments to grantees which are not matured (i.e. are not due to be paid under the grant funding arrangements or terms and conditions of a grant scheme) should not be brought forward into the current accounting period. Please also note that matured liabilities must be met even at the risk of incurring an excess vote.

18. *Operating Budgets*

As a prelude to formulating estimates demands each year, operating budgets for all State Bodies under a Department's aegis, covering their main activities, should be published in the Revised Estimates Volume as an Agency Statement.

19. *DPER Sanctions*

Pre-funded schemes must have the prior approval of the Department of Public Expenditure and Reform. As a prelude to funding and in a statement to DPER, Departments and Offices should identify schemes which are to be pre-funded and have a statement that vouched expenditure arrangements apply to all other schemes. These arrangements should be reflected in the Annual Delegated Sanction from DPER.

20. *Statement of Internal Financial Control*

The requirements of this Circular should be reflected, as appropriate, in the systems of internal financial control, administrative and management reporting and internal audit covered by the Statement of Internal Financial Control.

Section 5: Grantee Responsibilities

21. Reporting:

The following provisions

- (i) apply in full to grantees who return annual report and accounts
- (ii) apply insofar as possible (and in advance) in the case of once-off grants mentioned in Section 3, paragraph 11(j) as reporting requirements are required in the application process;
- (iii) apply insofar as possible to other grantees³

Financial Statements

Grantees should submit their audited accounts to the grantor without delay after the end of the financial year. Where an Accounting Officer is satisfied, suitable financial statements are acceptable as an alternative (e.g. where audited accounts are not prepared). An Accounting Officer must, in this case, prepare a statement of such bodies outlining their level of expenditure, the rationale for not auditing accounts and seek DPER sanction. In the case of State Agencies, see the Code of Practice for the Governance of State Bodies for timing and other rules regarding submission of accounts.

Grantees must report in their financial statements;

(a) Name of Grantor

The name of the grantor, specifying the exact title to be used in the report (e.g. Department of Environment, Community & Local Government, Health Service Executive etc.). Where the grant making agency is not a Government Department e.g. Pobal, the sponsoring Government Department must also be recorded.

(b) Name of Grant

The actual name of the grant programme e.g. Rural Water Development Programme.

(c) Purpose of Grant

With reference to Section 3, paragraph 11 above, the purpose for which the funds are applied under the following headings:

- Pay and general administration
- Service provision / charitable activity
- specified others, including such expenditure as advertising, consultancy

³ This acknowledges that small community and voluntary groups will only have basic financial statements and receipts available as a basis for reporting

(d) *Accounting for Grants:*

- (i) The amount and term of the total grant awarded;
- (ii) The amount of the grant taken to income in the current financial statements;
- (iii) Where (ii) above differs from the cash received in the relevant financial period, a table showing:
 - (a) The grant taken to income in the period
 - (b) The cash received in the period, and
 - (c) Any grant amounts deferred or due at the period end.

(e) *Capital Grants*

The amount of money provided and the conditions/milestones being used in relation to current and future instalments. Grantees should also provide an undertaking that the State's investment is protected and will not be used as security for any other activity without prior consultation with the parent Department and sanction of DPER.

(f) *Employees*

In a table accompanying the report, the number of employees whose total employee benefits (excluding employer pension costs) for the reporting period fell within each band of €10,000 from €60,000 upwards and an overall figure for total employer pension contributions. (This applies even if salaries are not being funded by the Exchequer).

(g) *Restrictions*

Whether and how the use of the grant is restricted (i.e. is it for a particular project, or for the delivery of a service)

(h) *Tax Clearance*

Whether compliant with relevant Circulars, including Circular 44/2006 "Tax Clearance Procedures Grants, Subsidies and Similar Type Payments".

22. *Multiple Funding Sources*

Where a grantee receives funds from more than one grant making agency, please see Section 3, paragraph 11(l) above re reporting requirements.

23. *State Bodies*

Where a service level agreement as cited above, and in the Code of Practice for the Governance of State Bodies, is in place between a Department and a Body, adherence to the terms of that agreement must be confirmed by that Body to the Grantor.

24. Vouched Expenditure

Grantees making claims for grant funding on the basis of vouched expenditure are required to state formally to their funders that:

- the invoices used to support their claims relate to activities and services appropriate to the grant scheme objectives,
- the amounts invoiced have been paid, and
- the invoices have not and will not be used in support of another claim for reimbursement from any other funder(s) (except as provided for in agreed joint-funding arrangements)

25. Financial Control

Grantees should be able to confirm that they have adequate financial control systems in place to manage granted funds.

26. Sectoral Compliance

The requirements of this Circular do not override existing Statutory or sectoral requirements.

Mise le meas,

David Moloney,
Assistant Secretary,
Department of Public Expenditure and Reform.

Comments, Observations, Queries

Government Accounting Section welcomes your queries or any constructive comments or observations you have on the implementation of this Circular at – email address: govacc@per.gov.ie. Please use - **Circular 13/2014** - in the subject line of your email. *Government Accounting, Department of Public Expenditure and Reform. Website: www.govacc.per.gov.ie*

Appendix 1a: Illustrative checklist for Grantors. This checklist is not exhaustive. Managers of grants should consider operating a comprehensive checklist relevant for the grant funding they manage.

Grantor Checklist 			
<i>Circular 13/2014</i>	Y / N N/A	Action Required?	Ref.
Administrative responsibilities Will the grant be pre-funded or based on vouched expenditure and has sanction been issued for pre-funded schemes? Has the grantor documented cases where there are several levels of intermediary funding? Is the ambit of the Vote correct? Is the grant cash-limited? Are proper procedures in place for the management of the account to pay multiple grantees? If Auditor is not CA&G, is there a note appended to the Vote?			6, 11(f)-(i), 19, 24 8 12 12 15 16
Supervision Is there clear agreement with the grantee re the grant's objective? Is grantee aware of terms under which money is issued? Is there a service delivery/level agreement in place with grantee where appropriate? Is there an appropriate reporting regime in place? Is grantee aware that their records can be inspected by the grantor? Are all appropriate matured liabilities paid?			11(a) 11(b) - 11(n) 11(c) 11(d), 11(k) 11(e) 17

Appendix 1b: Illustrative checklist for Grantees - This checklist is not exhaustive. Recipients of grants should consider operating a comprehensive checklist relevant for the grant funding for which they are accountable.

Grantee Checklist 			
<i>Circular13/2014</i>	Y / N N/A	Action Required?	Ref
Annual Estimates Have annual operating budgets for State Agencies been submitted?			18
Annual Reports Have end of year accounts or financial statements as appropriate been submitted to each grantor?			21
Has the grantee, if involved in a multiple co-funding arrangement, informed all grantors if exchequer funding exceeds 50% of income?			22
Compliance Is all funding being used for the purpose intended?			21(g)
Is a current Tax Clearance certificate in place where appropriate?			21(h)
For State Agencies, is confirmation of adherence to any service level agreement included with reports?			23
Is there compliance requirements in relation to vouched expenditure?			24
Is there an adequate financial control system in place?			25
Is there confirmation that other sector-specific guidelines / legislation have been adhered to?			26

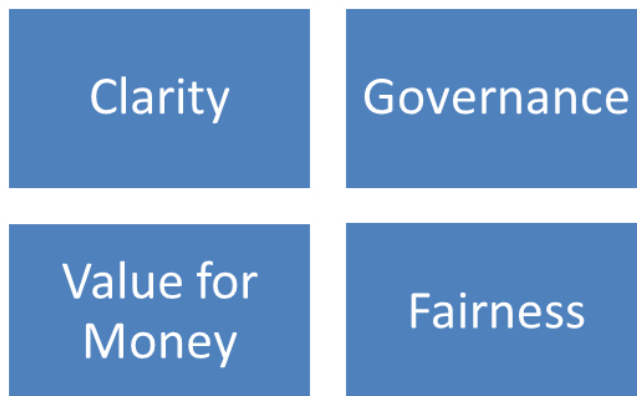
Appendix 2



Statement of Principles for Grantees

Are you in receipt of public funding?

This Statement outlines the 4 principles which apply in the case of bodies in receipt of grant funding provided directly or indirectly from Exchequer sources.



This Statement should be brought to the attention of every grant receiving body

If you are in receipt of Public Funding you should

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

APPENDIX G

ACKNOWLEDGEMENT OF FUNDING BOOKLET 2017 (see next page)

How to acknowledge funding for homeless service provision

A guide for service providers

These guidelines set out the policy and funding acknowledgement requirements for all homeless services that are funded by the Dublin Region Homeless Executive



For more information please see
www.homelessdublin.ie



**Feidhmeannacht um Dhaoine ar Easpa
Díidne Réigiún Bhaile Átha Cliath**
Dublin Region Homeless Executive

Introduction

These guidelines have been produced to assist you as a commissioned service provider for the delivery of services to persons who are at risk of and experiencing homelessness and as a partner agency under the Dublin region's *Pathway to Home* model of service to acknowledge the funding support provided by the Dublin Region Homeless Executive (DRHE) and the Department of Housing, Planning, Community and Local Government under Section 10 of the 1988 Housing Act.

The DRHE is operated by Dublin City Council as the lead local authority in the response to homelessness in Dublin and adopts a shared service approach across South Dublin County Council, Fingal County Council and Dun-Laoghaire Rathdown County Council. The DRHE is responsible for the planning, co-ordination and administration of funding in relation to the provision of quality services to people who are homeless in the Dublin area, and for the development of responses to prevent homelessness. The executive of the DRHE is responsible for ensuring the implementation of the action plan for Dublin, which involves consistent monitoring and adherence with the action plan across homeless services.

Service Level Agreements

All registered and approved homeless service providers who are state funded and who hold a service level agreement with Dublin City Council through the statutory functions of the Dublin Region Homeless Executive will now be obligated to comply with our funding acknowledgement requirements. This is now a requirement of your funding and Service Level Agreement for 2017 and thereafter.

The overall aim in relation to acknowledgement of funding is:

- to ensure that the public are aware how public money is spent in the delivery of services to persons who are homeless or who are at risk,
- to recognise the role and support provided by the DRHE and the *Department of Housing, Planning, Community and Local Government*,
- to promote an understanding of the *Dublin Homeless Action Plan* and the collective work of all partner services to address homelessness. All funded service providers must now include a copy of the most recent *Dublin Homeless Action Plan* on their website.

Where to acknowledge the funding for homeless service provision

Recipients of funding must acknowledge the Dublin Region Homeless Executive in all your printed and on-line publicity materials that relate to the service that is publically funded.

- On-line and social media
 - Please display the DRHE logo on your organisations' website homepage. The logo must be used at the appropriate resolution and in accordance with our guidelines. Please also ensure there is a link to homelessdublin.ie
 - There must be a funding section on your website which displays the amount that you are in receipt of for the commissioned service and which forms part of your Service Level Agreement,
 - On social media – feature our logo (e.g. on facebook, Twitter, You Tube, Vimeo etc) mentioning the funding received referring to [@homelessdublin.ie](https://twitter.com/homelessdublin)
 - Press releases and media statements
 - The DRHE must also be notified of all press releases and media statements prior to release (if they are referring to the funded service), so that it can provide any additional information.
 - Please display the DRHE logo in all press releases/media statements that refer to funding sources for the funded activities.
 - All press releases must be copied and emailed to homeless@dublincity.ie at the same time they are released to the media.
 - Promotional material and publications
 - Leaflets and brochures,
 - Printed publicity materials such as flyers, event conferences and posters, brochures, leaflets and newsletters,
 - Advertisements and all media,
 - Newsletters,
 - Film, television, radio and on-line video credits,
- Annual Reports – where the funding has been provided by the DRHE, it is requested that acknowledgement includes the following; Name of service, the overall cost and the category type. Choose the category type below that your SLA is funded under;
1. Homeless prevention, tenancy sustainment and resettlement supports
 2. Emergency accommodation (including Supported Temporary Accommodation and Temporary Emergency Accommodation)
 3. Long term accommodation
 4. Day Services
 5. Housing Authority Homeless Services Provision including Administration

If you have received funding or support from a number of organisations, acknowledgements of the DRHE Section 10 funding should be in proportion to the amount of funding received from the other organisations.

If the DRHE have provided the majority of the funding then its acknowledgement should receive precedence over acknowledgement of other funders.

Using the DRHE Logo

To ensure legibility, the minimum individual logo size should be 10mm x 60mm.

Please use the logos exactly like this.



Minimum sizes

The minimum height of the landscape logo version is 10mm.

The width of the logo should be proportionate to the height, and the logo should not be distorted.

The size of the logo used must be proportionate to the size of the materials you are producing, to make sure that it is clear and easy to read. For example:

- A5 – 10mm in height (landscape)
- A4 – 14mm in height (landscape)

Colour

Please try to use the logo in full colour. Alternatively you can use it in black on a light background. Please do not amend the colour of the logo.

Logo misuse

The logo as it appears must be used correctly. It may only be reproduced from the master artwork supplied to you and must never be redrawn, trimmed or modified. Do not stretch or cut up to fit into a small space.

Monitoring use of the logo

It is now a condition of your service level agreement that the funding you receive must always be acknowledged by your organisation. In cases where this condition is not met, Dublin City Council, through the functions of the DRHE reserves the right to withhold payment of the funding and review future funding.

Further details

Dublin Region Homeless Executive, Block 1, Floor 2, Civic Offices, Wood Quay, Dublin 8.

Phone: 01 222 6838

Email: homeless@dublincity.ie

