



Feidhmeannacht na Seirbhíse Sláinte  
Health Service Executive

And

[THE ORGANISATION]

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GRANT AID AGREEMENT

[Year]

Section 39 Health Act 2004

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For Information Purposes Only

## 1. Introduction

- 1.1 This agreement (including the Schedule(s) hereto) sets out the basis on which the Health Service Executive will provide a grant to \_\_\_\_\_ (the "Organisation") for the purposes set out in the attached Schedule (s).
- 1.2 This agreement contains the terms and conditions which apply to any grant the Health Service Executive makes to voluntary and community agencies/organisations and any other organisations receiving funding under Section 39 of the Health Act 2004. Agencies/organisations awarded a grant by the Health Service Executive on the basis of a grant aid application must accept and agree to these terms and conditions before any grant is paid.
- 1.3 In this agreement, the 'Executive' means the Health Service Executive, the "Organisation" means the agency/organisation being offered grant aid, 'Grant' refers to the grant aid funding provided by the Executive under clause 2.3 of this Agreement and 'Participant' means a person who participates in the activities or is in receipt of services provided by the Organisation.
- 1.4 The person who signs this agreement on behalf of the Organisation must be authorised to do so and will usually be either the chair of it's governing body, or a senior officer/staff member delegated with authority to so do.
- 1.5 At any time, if the Organisation fails to meet these terms and conditions, or cannot satisfy the Executive that it is meeting them, the Executive may revoke, suspend or cancel the Organisation's Grant. The Organisation may also be liable to repay all or any portion of the Grant already paid.

## 2. About the Grant

- 2.1 The grant approved under the terms of this agreement is in respect of the period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
- 2.2 The Organisation shall not commit to spending any of the Grant before the Executive confirms in writing to the Organisation that payment of the Grant has been agreed.
- 2.3 Subject to the terms and conditions set out in this Agreement, the Executive shall pay a grant to the Organisation in the amount of € \_\_\_\_\_, in accordance with the payment details as set out in Clause 10 and the Schedule (s).
- 2.4 The Organisation must only use the Grant for the purpose set out in the attached Schedule (s) unless prior written permission to do otherwise is received from the Executive.
- 2.5 The Executive may fund all or a part of the grant aid application and may at its discretion, attach additional special conditions to ensure the Grant is used for the purposes intended. Any such special conditions will be set out in Clause 11 and the Schedule (s) of this document.
- 2.6 The Organisation must not use the Grant for any of the following:
- (i) to directly support or promote any political party or in connection with any activities that could reasonably be viewed as supporting or promoting a political party;
  - (ii) campaigns whose primary purpose is to obtain changes in the law or related Government policies, or campaigns whose primary purpose is to persuade people to adopt a particular view on a question of law or public policy, or which is in conflict (as determined by the Executive) with the stated policy of the Executive; (This subsection is not intended to affect the Organisation's right to utilise other sources of funding to raise awareness of issues or to run campaigns on issues of public policy directly related to the Organisation's work); or

- (iii) activities designed to promote religion, or for the provision of activities or services which cannot be availed of without participation in religious activities.
- 2.7 The Organisation will comply with all applicable laws, policies and procedures of the Executive in its use of the Grant.
- 2.8 In the event of activities funded in whole or in part under this agreement not proceeding or progressing to the satisfaction of, or within the time scale agreed with, the Executive, the Executive retains the right to seek repayment of (and the Organisation shall repay) such full or proportionate amount of the Grant as the Executive may determine.
- 2.9 The Executive shall not be liable for any expenditure in excess of the Grant amount.
- 2.10 The Organisation will comply with the legislative provisions regarding protected disclosures of information set out in Part 9A of the Health Act 2004 (as amended by the Health Act 2007) and with any procedures of the Executive established pursuant to section 55H of that Act.

### 3. Governance requirements general

- 3.1 The Organisation must have a governing document (e.g. rules, constitution, memorandum and articles etc.) and must adhere to the terms of that governing document. The Organisation must supply a copy of the governing documents to the Executive upon request and inform the Executive in advance of any proposed changes to the governing document and in particular of any changes to the aims or purposes or membership rules of the Organisation and of any payments to members of the Organisation or its governing body. The Executive reserve the right to withdraw or reduce the Grant in the event of any material changes to the nature, activities or management of the Organisation.
- 3.2 The Organisation will hold regular meetings of its governing body (the management committee, board or executive) and keep accurate records of these meetings. The Organisation will adhere to the arrangements for appointment, election or selection of its governing body specified in its governing document.
- 3.3 The Organisation must avoid 'conflicts of interest'. The Organisation, its governing body, members and employees must not use their position or influence to gain advantage for themselves or others in respect of or arising out of the services provided pursuant to this Agreement.
- 3.4 The Organisation will notify the Executive where there is a change in the officers or management of the Organisation (e.g. chairperson, treasurer or secretary) or to the Organisation's external financial auditors (where applicable).
- 3.5 The Organisation shall maintain clear policies and procedures for the protection and safeguarding the welfare, of children, young people and vulnerable adults and shall comply with all legal requirements and national guidelines in respect of child protection, protection of vulnerable adults and reporting of actual or suspected abuse. The Organisation is responsible for the monitoring and suitability of all staff, employees and volunteers and undertakes to ensure that persons with access to children or vulnerable adults in the course of their activities are adequately vetted (including clearance by the Garda Síochána or equivalent criminal background checks, where appropriate). The Organisation will provide evidence to the Executive of its compliance with this Clause upon request.
- 3.6 The Organisation shall ensure that participants in any of their Organisation's activities are aware of their right to be free from abuse (mental, physical, emotional, sexual and financial). The Organisation shall also establish and maintain a formal protection from abuse policy and complaints procedure that is accessible to all participants / advocates and carers.
- 3.7 The Organisation shall promptly take all necessary steps to fully investigate any allegation by any person of inappropriate or illegal behaviour by any employee, officer, volunteer or agent of the Organisation in respect of a participant.

- 3.8 In the event of any employee, officer, volunteer or agent of the Organisation having behaved illegally, wrongfully or inappropriately or in breach of the Organisation's applicable policies and procedures, whether by act or omission, in respect of a participant or the Organisation becoming aware of any allegation or complaint that any such person has behaved in such a manner in respect of a participant, the Organisation shall take all necessary actions (including disciplinary action if appropriate) in respect of such person to ensure safety and protection of the participant and participants generally and report the matter to all relevant authorities.
- 3.9 The Organisation is in receipt of public exchequer funding in the form of this grant and must comply with the statement of principles outlined in the Department of Public Expenditure and Reform circular 13/2014 Management of and Accountability for Grant from Exchequer funding, this is outlined in Appendix 1 attached.

#### 4. Governance Requirements Financial

- 4.1 The Organisation must maintain proper accounting arrangements and systems and practices to assist it with the proper management and administration of its finances. This must include:
- (a) Maintaining a bank account in the name of the Organisation (with appropriate bank mandates) to receive the Grant;
  - (b) Income and expenditure reports for the Organisation's work (including regular checks or reconciliation by the Organisation against its annual budget);
  - (c) Regular reporting to the Organisation's governing body (including the provision of up to date financial and budgetary information on the Organisation);
  - (d) Arrangements for paying taxes and pensions as appropriate;
  - (e) Wherever possible, payments will be made by cheque or electronic transfer;
  - (f) Arrangements for the secure handling and accurate recording of petty cash; and
  - (g) Adopting appropriate financial procedures relating to cash receipts and income collection.
- 4.2 The Organisation must provide evidence of expenditure in respect of the Grant upon the request of the Executive. The Organisation must retain these records for the period of time required by relevant legislative requirements or for a minimum period of three years, whichever is longer. At the request of the Executive the Organisation will provide the Executive with reasonable access to accounts, data, and records of all transactions arising out or related to the purpose of the Grant.
- 4.3 The nature of the Organisation's accounts may vary according to the size and nature of the Organisation and the requirements of its governing documents and the Organisation will ensure that its accounts are examined or audited in accordance with relevant legal, regulatory and accountancy requirements and practices, as appropriate. The Organisation will ensure that the Grant (and expenditure related thereto) is separately identified in its accounts.
- 4.4 **Organisations with a yearly total income or total expenditure equal to or less than €150,000:**
- (a) The Organisation must submit a set of annual accounts (which includes an income and expenditure account and a balance sheet, if applicable) to the Executive within **six** months of the Organisation's financial year-end. These must be signed and dated by the Organisation's chairperson, secretary and treasurer and approved by the Organisation's governing body. It is not necessary to have these accounts independently audited.
- 4.5 **Organisations with a yearly total income or total expenditure in excess of €150,000:**

- (a) The Organisation must submit annual accounts (including an income and expenditure and a balance sheet). These accounts must be independently audited not later than nine months following the end of the relevant financial year by a person who is qualified to be appointed as an auditor pursuant to the Companies Act and these audited accounts must be submitted to the Executive within **ten** months of the Organisation's financial year end.
  - (b) Please note that the accounts are required to be audited regardless of exemptions under S358 of the Companies Act 2014. It should also be noted while organisations may fall within the abridged reporting thresholds of the Companies Act, the accounts to be submitted to the HSE, and filed with the CRO, (where relevant) must be the unabridged version.
- 4.6 Any changes to the Organisation's bank account details must be notified to the Executive immediately.
- 4.7 The Organisation must seek the advance written approval of the Executive to sell or dispose of any asset or equipment where the Grant has been used to purchase or improve the asset or equipment. The Executive may attach a condition to any such sale or disposal that the Organisation must repay all or part of the Grant used to purchase or improve the asset or equipment. Any condition to repay may be included (in Clause 11) as a special condition of the Grant.
- 4.8 The Organisation will immediately notify the Executive and will ensure that all necessary notifications and actions are undertaken in the event that fraud or misappropriation is suspected or if the Organisation becomes aware of circumstances suggesting fraud or misappropriation within or, in respect of, the Organisation or its activities or arising out of the Grant. The Organisation shall cooperate with any directions of the Executive in this regard.

## 5. **Governance requirements equality**

- 5.1 The Organisation undertakes to comply with the Equal Status Acts 2000 to 2015; the Employment Equality Acts 1998 and 2015, the Disability Act 2005, as amended from time to time and all legal obligations in respect of equal opportunities and the Organisation must establish and maintain appropriate structures and systems to ensure it complies with its obligations.
- 5.2 The Organisation will not discriminate on the grounds of gender, civil or family status, age, race, religion, disability, sexual orientation or membership of the traveller community.
- 5.3 Without prejudice to paragraph 5.1 or 5.2 of this Agreement, the Organisation may target some or all of its activities at specific groups, where its intention is to address discrimination or social exclusion.

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

- 6.1 The Organisation is responsible for the employment and recruitment of staff and will comply with its statutory employment obligations including obtaining any necessary clearance from the Garda Síochána or equivalent vetting and/or criminal background checks.
- 6.2 For the avoidance of doubt, the Organisation shall be solely responsible for any and all remuneration (including pension arrangements) and making all statutory deductions in respect of its remuneration of employees or staff and remitting such deductions in a timely manner to the relevant authorities. The Executive shall be under no obligation or liability in respect of the Organisation's staff or employees.

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

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

- 7.2 The Organisation acknowledges that it may be required pursuant to an enactment, by rule of law or by order of a court (including but not limited to under the Health Acts 1947 to 2010, under sections 8(b), 8(d), 8(e), or 8(f) of the DP Acts or otherwise pursuant to law) and in such circumstances, the Organisation will provide such data to the Executive as soon as possible following a written request from the Executive.
- 7.3 Without prejudice to the foregoing, the Organisation will provide any information as may be reasonably requested by the Executive from time to time. The Organisation shall ensure that it has obtained all consents, authorisations and permissions which are required by law to enable the Organisation to access and disclose any personal data which is sought by the Executive other than pursuant to Clause 7.2 above.
- 7.4 The Organisation will promptly inform the HSE of any actual or suspected breach of security which would give rise to the actual or potential loss, theft, unauthorised release or disclosure of information or any part thereof. In such an event, the Organisation will immediately supply the HSE with all relevant facts surrounding the actual or suspected breach. In the event that the Organisation enters into any communication with the Office of the Data Protection Commissioner (including by way of example, the notification of a breach of the DP Acts), the Organisation will inform the Executive as soon as possible.
- 7.5 The Freedom of Information Act 2014 (as amended from time to time) (the “Act”) apply to the Executive. In the event that any information, data or materials held or prepared by the Organisation are required by the Executive pursuant to a request for information under the Act the Organisation will ensure that any such materials are supplied promptly to the Executive for consideration under the Act. The Executive shall have no liability for any disclosure made by it in accordance with the requirements of the Act.

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

- 8.1 The Organisation must, if required, be able to demonstrate to the Executive that:
- (a) it is carrying out the work funded by the Grant as described in the Schedule (s); and
  - (b) is providing a quality service.
- 8.2 The Organisation must keep records of any complaints received from users and staff and shall provide reports on any complaints received to the Executive upon request.
- 8.3 The Organisation shall co-operate with any review or reporting arrangements, as may be set out in the Schedule (s).
- 8.4 The Organisation will permit the Executive reasonable access to the Organisation’s premises, personnel and records and shall permit the Executive to carry out inspections of same and observations of the Organisation’s activities and shall cooperate with and respond to queries of the Executive in respect of the Grant, the use of the Grant, validation of expenditure and the Organisation’s activities.
- 8.5 The Executive may make such enquiries, visits or inspections in addition to the normal monitoring arrangements where it has serious concerns about the Organisation or its use of the grant and the Organisation shall comply with any such enquiries, visits or inspections.
- 8.6 The Organisation will acknowledge and quantify the Executive’s Grant in the Organisation’s annual report, in its accounts and in any publicity or other written material produced by or on behalf of the Organisation in relation to the activities funded (wholly or partly) by the Grant.
- 8.7 The Organisation agrees to co-operate with the National Lottery Company and/or the Executive where they may engage in publicity of selected beneficiaries.
- 8.8 At the end of the year, the Chairperson of the Organisation must submit a signed written statement certifying that the Grant was spent for the purposes intended.
- (a) If your Organisation is in receipt of exchequer funding from other Agencies/Sources, the Statement must include a report on the amount, source and purpose of all such

funding, and a declaration that there is no duplication of funding for the same activity/project.

- (b) If funding from the Exchequer exceeds 50% of the total funding for your Organisation this must also be declared within the Statement.

## 9. **Contacts and Review**

9.1 The Officer(s) nominated by the Executive to deal with the grant is listed in the Schedule (s) detail below.

The Officer(s) nominated by the Organisation to deal with the grant is listed in the Schedule(s) detail below.

### 9.2 **Dispute Resolution**

9.3 Any issues arising for the Organisation in respect of the Grant should be discussed, in the first instance with the Executive's nominated officer. Any matters which are not resolved at that level should be the subject of a formal letter addressed to the Executive's nominee as listed in the Schedule (s) detail below:

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

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

- (a) The Organisation is failing to meet these terms and conditions;
- (b) The Organisation is failing to carry out the activities that the Executive agreed to fund;
- (c) The Organisation uses or used the Grant for a purpose that the Executive has not agreed to;
- (d) The Organisation provided misleading or inaccurate information during the application process or the term of the Grant Aid agreement;
- (e) Any member of the Organisation's governing body, staff or volunteers has acted or is acting dishonestly, inappropriately or negligently in relation to the Organisation during the term of the agreement; or
- (f) The Organisation is at risk of closing down, becoming insolvent, going into liquidation or becoming unable to pay debts as they fall due.

9.6 The Executive will give the Organisation reasonable opportunities to respond to any concerns raised in the course of a review. However if it is not possible to reach agreement with the Organisation in respect of the conduct of a review or addressing the findings and/or recommendations of a review, the Executive may decide to terminate the Agreement and cancel the Grant and require the Organisation to make appropriate repayments to the Executive in respect of the Grant. In the event of termination by the Executive, the Executive shall notify the Organisation in writing of the termination of the Agreement and provide details of any requirements to repay the Grant.

## 10. **Payment and Indemnity**

10.1 The Organisation undertakes to have sufficient insurance coverage in respect of all services or activities it delivers when using the Grant. The extent and adequacy of the insurance cover is a matter for the Organisation and its insurance advisers.

- 10.2 The Executive will not be liable in respect of any loss damage claim cost injury or death whatsoever arising out of or in connection with the provision of services or activities by the Organisation whether contemplated by this Agreement or otherwise.
- 10.3 Subject to the conditions set out in the Agreement, and the Schedule(s) hereto, the Executive shall make payment of the Grant to the nominated bank account of the Organisation as set out in the Schedule (s) below.

**11. Special Conditions**

Any special conditions attached to this grant are set out in the Schedule (s) below:

**12. Variation**

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

**13. Confirmation and Execution**

- 13.1 I confirm that I am authorised to sign this Agreement on behalf of \_\_\_\_\_
- 13.2 I understand that by signing this Agreement I am committing the Organisation to comply with the terms and conditions as set out in the Agreement, and the Schedule (s).
- 13.3 I accept and agree on behalf of the Organisation to the conditions in this Agreement and affirm that the Organisation is duly authorised to enter into and perform this Agreement.

**Signed on behalf of the Organisation**

Signature:	Date: / /
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Name (Title):

Contact Number:

**Signed on behalf of the Executive**

Signature:	Date: / /
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Name (Title):

Contact number:



**Appendix 1**

**Statement of Principles for Grantees issued by the Department of Public Expenditure and Reform in circular 13/2014 Management of and Accountability for Grant from Exchequer funds**

**The Funding provided under this Grant Aid Agreement is Public Exchequer Funding you should**

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

## Schedule Grant Details

<b>Organisation Name</b>	
<b>Project Name</b>	
<b>Funding Location</b>	
<b>Funding Allocation</b>	

### Organisational Overview

Provide details of the Organisation that is to receive the Grant award. This may include the Organisation's mission, objectives and current activities.

### Purpose for Use

This section should specify details of the health and personal social services which will be provided by the Organisation in consideration for the Funding (as set out in Clause 10) provided by the Executive.

### Client Group

Provide details of the target Client group(s) that will benefit from the funding.

### Reporting Schedule (Timetable)

Complete the Timetable schedule below stating the submission of performance data and other relevant returns. Review arrangements may also be specified.

## Schedule Grant Details

<b>Organisation Name</b>	
<b>Funding Location</b>	

<b>Contact Details – Clause 9 above</b>	
<b>Nominated Officers (Clause 9.1 above)</b>	
<i>The Officer nominated by the <b>Executive</b> to deal with this grant is:</i>	
Name:	
Title	
Telephone Number:	
<i>The Officer nominated by the <b>Organisation</b> to deal with this grant is:</i>	
Name:	
Title	
Telephone Number:	
<b>Dispute Resolution Officer (Clause 9.2 above)</b>	
<i>The Officer nominated by the <b>Executive</b> to deal with any Disputes arising from this Grant is:</i>	
Name:	
Title	
Telephone Number:	
Address:	

<b>Payments Schedule - Clause 10.3 above</b>
Complete the Payment schedule below Specifying the date or period / dates / number of instalments where appropriate.

<b>Special conditions - Clause 11 above</b>
Please set out any special conditions pertaining to this grant.
<ul style="list-style-type: none"> <li>○ All information requirements in this Grant Aid Agreement shall also be provided to the <b>{Insert relevant Drug and Alcohol Task Force name}</b> namely clauses 3.1, 3.4, 3.5, 4.2, 7.2, 7.3, 7.4, 8.1, 8.4, and 8.5.</li> <li>○ The Organisation, with the support of the DATF, will support and promote the aims and objectives of the current National Drugs Strategy with its overall strategic objective to significantly reduce the harm caused to individuals and society by the misuse of drugs. The agreed annual service plans must be linked to both the national strategic actions and local drugs strategy/implementation plans.</li> <li>○ The Organisation will provide the Health Research Board with data on each service user entering a service or exiting, in compliance with the National Drug Treatment Reporting System (NDTRS).</li> </ul>

- The Organisation will engage with a quality standards framework (such as QuADS through the Quality Standards Support Project). Projects providing Prevention or Education type services should provide these responses in accordance with a uniform set of drug and alcohol education standards (such as the DEWF Quality Standards in Substance Use Education) and should be developed with explicit reference to education and prevention evidence-based good practice.
- Organisations of treatment and rehabilitative services, with the support of the DATF, will implement the NDRIC inter-agency case management process, as guided by the National Drugs Rehabilitation Framework. Services will be expected to;
  - Attend briefing sessions
  - Attend screening brief intervention training
  - Attend case management training
  - Sign the NDRIC memorandum of understanding
  - Complete the pre implementation checklist
  - Develop an implementation plan based on the NDRIC National Drugs Rehabilitation Framework procedures
  - Adopt standardized assessment tools from a suite of evidence based ones
  - Complete Staff competency self-assessments
- The organisation will participate and update details when necessary on the national service directory on [www.drugs.ie](http://www.drugs.ie).
- The organisation will use the Monitoring Template (based on the logic model process) as developed by the NAAGG Audit Review Group.
- The organisation will provide the HSE with data on number of staff attending SAOR Screening and Brief Intervention training and the number of screenings and brief interventions delivered and onward referrals.
- Funding is allocated annually based on recommendations from the DATF to the HSE
- These services are managed through the executive and the **{Insert relevant Drug and Alcohol task Force name}**, all information requirements and performance monitoring and decision processes regarding this Service Arrangement are taken in this partnership forum.

<b>Schedule Grant Details</b>
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<b>Organisation Name</b>	
<b>Funding Location</b>	

**Signed on behalf of the Organisation**

Please be advised that in signing this Grant Aid Agreement Schedule you are agreeing to the Standard Terms and Conditions of the HSE Grant Aid Agreement which is available on the HSE internet site [http://www.hse.ie/eng/services/publications/Non\\_Statutory\\_Sector/Section\\_39\\_Documentation.html](http://www.hse.ie/eng/services/publications/Non_Statutory_Sector/Section_39_Documentation.html)

Signature:

Date: / /

Name (Title):

Contact Number:

**Signed on behalf of the Executive**

Signature:

Date: / /

Name (Title):

Contact number:

**Contract change Note**

[HSE Department Address]

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

Date:

Re: Contract Change Note

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

With reference to your Grant Aid Agreement with the HSE for *[insert Year]*, I write to confirm that your funding has been adjusted by *[insert funding adjustment plus or minus €xxx]*, due to *[Insert reason for change]*

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

Thanking you.

Yours sincerely,

**Signed on behalf of the  
Organisation:**

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

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

**Signed on behalf of the  
Executive:**

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

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

## **Guidelines**

**This Guideline provides a simple guide on the Organisation requirements in order to comply with the HSE Grant Aid Agreement -**

### **Funding Bands**

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

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

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

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

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

This Guideline should be read in conjunction with the *Guide to the Grant Aid Agreement & Guide for Small Agencies*.

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

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<p><b>Minimum Requirements where Grant Amount is less than €9,999.</b></p> <p><b>Charity Number or Tax Clearance Certificate is desirable</b> however if agency receiving a Grant of less than €10,000 and are not in a position to furnish either of documents mentioned, this should be noted in Clause 11 of the Grant Aid Agreement and the grant may be paid.</p> <p><b>Insurance Cover</b> (appropriate to size of agency &amp; nature of activities)</p> <p><b>Written Signed Chairperson's Statement at year end</b> stating Grant was used for the purposes intended. To include declaration on other Exchequer funding if applicable, &amp; whether the total organisation funding from Exchequer is &gt;50%.</p> <p><b>Record of Meetings</b></p> <p><b>Record of Activities</b> undertaken with use of Grant (evidence in the form of annual reports, newsletters etc are sufficient)</p> <p><b>Record of Complaints</b> – in line with statement outlined in Constitution (This depends on whether Organisation is without paid employees and/or have direct involvement with children or vulnerable adults).</p> <p><b>Governing Document</b> (i.e. a Constitution or if agency is incorporated a Memorandum &amp; Articles of Association). A Constitution outlines the following and Rules regarding same where applicable:</p> <ul style="list-style-type: none"> <li>- Names of Organisation</li> <li>- Aims</li> <li>- Members</li> <li>- Equal Opportunity (statement sufficient for most small agencies)</li> <li>- Committee &amp; Officers</li> <li>- AGM &amp; Other Meetings</li> <li>- Finances</li> <li>- Rules of Procedure</li> <li>- Conflict of Interest (statement)</li> <li>- Freedom from Abuse &amp; Complaints (statement regarding how to complain, recording &amp; resolution of same sufficient in most small Organisations without paid employees and/or direct involvement with children or vulnerable adults). For those involved with children or vulnerable adults it is advised that a Complaints Policy in line with HSE's 'Your Service' Your Say' is developed.</li> <li>- Amendments to the Constitution</li> <li>- Dissolution</li> </ul>
<p><b>Record of Financial Matters and Proper Governance &amp; Accounting Arrangements &amp; Systems</b> including:</p> <ul style="list-style-type: none"> <li>- Having a Bank /Credit Union/Post Office Account in the agency's own name</li> <li>- Income &amp; Expenditure Reports</li> <li>- Reporting to Governing Body (if applicable)</li> <li>- Payment of taxes &amp; pensions (if applicable)</li> <li>- Petty Cash</li> <li>- Payment by cheque or Electronic Fund Transfer (EFT) were possible</li> <li>- Receipting of cash &amp; income collected</li> <li>- Submission of Annual Accounts (<u>*Of Note* when the total funding of an agency is over €150,000 Audited Accounts must be received by the HSE, separately identifying the HSE allocation and Expenditure).</u></li> </ul>
<p><b>Comply with legislation</b> regarding the following and have <b>structures &amp; systems</b> in place regarding same:</p> <ul style="list-style-type: none"> <li>- <b>Data Protection &amp; Freedom of Information</b></li> <li>- <b>Equality</b> (statement in Constitution will suffice)</li> <li>- <b>Employment Practices</b> (This is not relevant for small Organisation without paid employees). If paid staff are involved then Garda Vetting is relevant.</li> </ul>
<p><b>Policy / Procedures</b> on the following:</p> <p><b>Safeguarding of Children &amp; Vulnerable Persons</b> (relevant where the delivery of the aims &amp; objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults) – <b>Garda Vetting applicable in these instances.</b></p> <p>If your organisation works with Children the following are requirements for 2019</p> <p><b>Compliance with Children First Act 2015 and Children First National Guidance for the Protection and Welfare of Children 2017.</b> Complete 'Implementation and Compliance Self-assessment Checklist for HSE funded Agencies' available at: <a href="https://www.hse.ie/eng/services/list/2/primarycare/childrenfirst/resources/checklist.doc">https://www.hse.ie/eng/services/list/2/primarycare/childrenfirst/resources/checklist.doc</a></p> <p><b>Protection from Abuse Policy</b> (relevant where the delivery of the aims &amp; objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults).</p> <p><b>Complaints Policy for all Agencies</b> and where the delivery of the aims &amp; objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults then the complaints policy should be in line with the HSE's 'Your Service, Your Say' Policy.</p>



## Guideline Grant Aid Agreement Organisation requirements Page 2

<p><b>Minimum Requirements where Grant Amount is between €10,000 -€49,999.</b></p> <p><b>Charity Number or Tax Clearance Certificate is mandatory</b></p> <p><b>Insurance Cover</b> (appropriate to size of agency &amp; nature of activities)</p> <p><b>Written Signed Chairperson's Statement at year end</b> stating Grant was used for the purposes intended. To include declaration on other Exchequer funding if applicable, &amp; whether the total organisation funding from Exchequer is &gt;50%.</p> <p><b>Record of Meetings</b></p> <p><b>Record of Activities</b> undertaken with use of Grant (evidence in the form of annual reports, newsletters etc are sufficient)</p> <p><b>Record of Complaints</b> – in line with statement outlined in Constitution (This depends on whether agency is without paid employees and/or have direct involvement with children or vulnerable adults).</p> <p><b>Governing Document</b> (i.e. a Constitution or if agency is incorporated a Memorandum &amp; Articles of Association). A Constitution outlines the following and Rules regarding same where applicable:</p> <ul style="list-style-type: none"> <li>- Names of Organisation</li> <li>- Aims</li> <li>- Members</li> <li>- Equal Opportunity (statement sufficient for most small agencies)</li> <li>- Committee &amp; Officers</li> <li>- AGM &amp; Other Meetings</li> <li>- Finances</li> <li>- Rules of Procedure</li> <li>- Conflict of Interest (statement)</li> <li>- Freedom from Abuse &amp; Complaints (statement regarding how to complain, recording &amp; resolution of same sufficient in most small agencies without paid employees and/or direct involvement with children or vulnerable adults). For those involved with children or vulnerable adults it is advised that a Complaints Policy in line with HSE's 'Your Service' Your Say' is developed.</li> <li>- Amendments to the Constitution</li> <li>- Dissolution</li> </ul>
<p><b>Record of Financial Matters and Proper Governance &amp; Accounting Arrangements &amp; Systems</b> including:</p> <ul style="list-style-type: none"> <li>- Having a Bank /Credit Union/Post Office Account in the agency's own name</li> <li>- Income &amp; Expenditure Reports</li> <li>- Reporting to Governing Body (if applicable)</li> <li>- Payment of taxes &amp; pensions (if applicable)</li> <li>- Petty Cash</li> <li>- Payment by cheque or Electronic Fund Transfer (EFT) were possible</li> <li>- Receipting of cash &amp; income collected</li> <li>- Submission of Annual Accounts (<u>*Of Note*</u> when the total funding of an agency is over €150,000 Audited Accounts must be received by the HSE, separately identifying the HSE allocation and Expenditure).</li> </ul>
<p><b>Comply with legislation</b> regarding the following and have <b>structures &amp; systems</b> in place regarding same:</p> <ul style="list-style-type: none"> <li>- <b>Data Protection &amp; Freedom of Information</b></li> <li>- <b>Equality</b> (statement in Constitution will suffice)</li> <li>- <b>Employment Practices</b> (This is not relevant for small Organisation without paid employees). If paid staff are involved then Garda Vetting is relevant.</li> </ul>
<p><b>Policy / Procedures</b> on the following:</p> <p><b>Safeguarding of Children &amp; Vulnerable Persons</b> (relevant where the delivery of the aims &amp; objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults) – <b>Garda Vetting applicable in these instances.</b></p> <p>If your organisation works with Children the following are requirements for 2019</p> <p><b>Compliance with Children First Act 2015 and Children First National Guidance for the Protection and Welfare of Children 2017.</b> Complete 'Implementation and Compliance Self-assessment Checklist for HSE funded Agencies' available at: <a href="https://www.hse.ie/eng/services/list/2/primarycare/childrenfirst/resources/checklist.doc">https://www.hse.ie/eng/services/list/2/primarycare/childrenfirst/resources/checklist.doc</a></p> <p><b>Protection from Abuse Policy</b> (relevant where the delivery of the aims &amp; objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults).</p> <p><b>Complaints Policy for all Agencies</b> and where the delivery of the aims &amp; objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults then the complaints policy should be in line with the HSE's 'Your Service, Your Say' Policy.</p>

## Guideline Grant Aid Agreement Organisation requirements Page 3

<p><b>Minimum Requirements where Grant Amount is between €50,000 -€149,999.</b></p> <p><b>Charity Number or Tax Clearance Certificate is mandatory</b></p> <p><b>Insurance Cover</b> (appropriate to size of agency &amp; nature of activities)</p> <p><b>Written Signed Chairperson's Statement at year end</b> stating Grant was used for the purposes intended. To include declaration on other Exchequer funding if applicable, &amp; whether the total organisation funding from Exchequer is &gt;50%.</p> <p><b>Record of Meetings</b></p> <p><b>Record of Activities</b> undertaken with use of Grant (evidence in the form of annual reports, newsletters etc are sufficient)</p> <p><b>Record of Complaints –</b> Complaint recording should be in line with HSE Policy 'Your Service, Your Say'</p> <p><b>Governing Document</b> (i.e. a Constitution or if agency is incorporated a Memorandum &amp; Articles of Association). A Constitution outlines the following and Rules regarding same where applicable:  Names of Organisation  Aims  Members  Equal Opportunity (statement sufficient for most small agencies)  Committee &amp; Officers  AGM &amp; Other Meetings  Finances  Rules of Procedure  Conflict of Interest (statement)  Freedom from Abuse &amp; Complaints in line with HSE's 'Your Service' Your Say' should be in place.  Amendments to the Constitution  Dissolution  Governance Self evaluation questionnaire  Equal Opportunities Policy  Complaints Policy  Protection form Abuse Policy</p>
<p><b>Record of Financial Matters and Proper Governance &amp; Accounting Arrangements &amp; Systems</b> including:  Having a Bank /Credit Union/Post Office Account in the agency's own name  Income &amp; Expenditure Reports  Reporting to Governing Body (if applicable)  Payment of taxes &amp; pensions (if applicable)  Petty Cash  Payment by cheque or Electronic Fund Transfer (EFT) were possible  Receipting of cash &amp; income collected  Submission of Annual Accounts (<i>*Of Note*</i> when the total funding of an agency is over €150,000 Audited Accounts must be received by the HSE, separately identifying the HSE allocation and Expenditure).</p>
<p><b>Comply with legislation</b> regarding the following and have <b>structures &amp; systems</b> in place regarding same:  <b>Data Protection &amp; Freedom of Information</b>  <b>Equality</b> (statement in Constitution will suffice)  <b>Employment Practices</b> (This is not relevant for small Organisation without paid employees). If paid staff are involved then Garda Vetting is relevant.  <b>Equal Opportunities policy</b></p>
<p><b>Policy / Procedures</b> on the following:  <b>Safeguarding of Children &amp; Vulnerable Persons</b> (relevant where the delivery of the aims &amp; objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults) – <b>Garda Vetting applicable in these instances.</b></p> <p>If your organisation works with Children the following are requirements for 2019  <b>Compliance with Children First Act 2015 and Children First National Guidance for the Protection and Welfare of Children 2017.</b> Complete 'Implementation and Compliance Self-assessment Checklist for HSE funded Agencies' available at:  <a href="https://www.hse.ie/eng/services/list/2/primarycare/childrenfirst/resources/checklist.doc">https://www.hse.ie/eng/services/list/2/primarycare/childrenfirst/resources/checklist.doc</a></p> <p><b>Protection from Abuse Policy</b> (relevant where the delivery of the aims &amp; objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults).  <b>Complaints Policy</b> in line with the HSE's 'Your Service, Your Say' Policy.  <b>Equal Opportunities Policy</b></p>

## Guideline Grant Aid Agreement Organisation requirements Page 4

Minimum Requirements where Grant Amount is <b>greater than €150,000 and up to €250,000.</b>
<b>Charity Number or Tax Clearance Certificate is mandatory</b>
<b>Insurance Cover</b> (appropriate to size of agency & nature of activities)
<b>Written Signed Chairperson's Statement at year end</b> stating Grant was used for the purposes intended. To include declaration on other Exchequer funding if applicable, & whether the total organisation funding from Exchequer is >50%.
<b>Record of Meetings</b>
<b>Record of Activities</b> undertaken with use of Grant (evidence in the form of annual reports, newsletters etc are sufficient)
<b>Record of Complaints</b> Complaint recording should be in line with HSE Policy 'Your Service, Your Say'
<b>Governing Document</b> (i.e. a Constitution or if agency is incorporated a Memorandum & Articles of Association). A Constitution outlines the following and Rules regarding same where applicable: <ul style="list-style-type: none"> <li>- Names of Organisation</li> <li>- Aims</li> <li>- Members</li> <li>- Equal Opportunity (statement sufficient for most small agencies)</li> <li>- Committee &amp; Officers</li> <li>- AGM &amp; Other Meetings</li> <li>- Finances</li> <li>- Rules of Procedure</li> <li>- Conflict of Interest (statement)</li> <li>- Freedom from Abuse &amp; Complaints in line with HSE's 'Your Service' Your Say' should be in place</li> <li>- Amendments to the Constitution</li> <li>- Dissolution</li> </ul> Governance Self evaluation questionnaire Equal Opportunities Policy Complaints Policy Protection form Abuse Policy
<b>Record of Financial Matters and Proper Governance &amp; Accounting Arrangements &amp; Systems</b> including: <ul style="list-style-type: none"> <li>- Having a Bank /Credit Union/Post Office Account in the agency's own name</li> <li>- Income &amp; Expenditure Reports</li> <li>- Reporting to Governing Body (if applicable)</li> <li>- Payment of taxes &amp; pensions (if applicable)</li> <li>- Petty Cash</li> <li>- Payment by cheque or Electronic Fund Transfer (EFT) were possible</li> <li>- Receipting of cash &amp; income collected</li> <li>- Submission of Annual Accounts</li> <li>- Audited Accounts are required, separately disclosing the HSE allocation and Expenditure.</li> </ul>
<b>Comply with legislation</b> regarding the following and have <b>structures &amp; systems</b> in place regarding same: <ul style="list-style-type: none"> <li>- <b>Data Protection &amp; Freedom of Information</b></li> <li>- <b>Equality</b> (statement in Constitution will suffice)</li> <li>- <b>Employment Practices</b> (This is not relevant for small Organisation without paid employees). If paid staff are involved then Garda Vetting is relevant.</li> <li>- <b>Equal Opportunities policy</b></li> </ul>
<b>Policy / Procedures</b> on the following: <b>Safeguarding of Children &amp; Vulnerable Persons</b> (relevant where the delivery of the aims & objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults) – <b>Garda Vetting applicable in these instances.</b>  If your organisation works with Children the following are requirements for 2019 <b>Compliance with Children First Act 2015 and Children First National Guidance for the Protection and Welfare of Children 2017.</b> Complete 'Implementation and Compliance Self-assessment Checklist for HSE funded Agencies' available at: <a href="https://www.hse.ie/eng/services/list/2/primarycare/childrenfirst/resources/checklist.doc">https://www.hse.ie/eng/services/list/2/primarycare/childrenfirst/resources/checklist.doc</a>  <b>Protection from Abuse Policy</b> (relevant where the delivery of the aims & objectives of an agency means staff come into contact with children or vulnerable adults due to age, disability etc. or where volunteers or Organisation personnel are involved with children or vulnerable adults). <b>Complaints Policy</b> in line with the HSE's 'Your Service, Your Say' Policy. <b>Equal Opportunities Policy</b>