ST. MICHAEL'S HOUSE Services For People With Disabilities

Management of Contractors in SMH

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Distributed To:	**....**	**All Organisation**
Monitoring Mechanism:	**....**	

Person Centred • Professional • Honest • Ethical • High Standards of Governance • Innovative
All Policies and Procedures are in line with *St. Michael's House* ***Values***

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Versions of Policy

Version	Date	Amendments	Written By / Reviewed by
1	October 2025	New Policy	Senior HR Business Partner & Procurement Manager, Tony Hoey, Health and Safety Manager

1.0 Definitions:

Contractor	Company or person that undertakes a contract for the provision of supplies, works or services for or on behalf of SMH. Contractors **include** (but are not limited to):
	• Tier 1 – Contractors with direct 1:1 or unsupervised interaction with service users (e.g., therapists, tutors)
	  ○ Clinical services professionals
	  ○ Educational or vocational trainers or tutors
	• Tier 2 – Contractors with group interaction (1:5,10,15, etc) or supervised access (e.g., workshop facilitators, Music Therapy contractor, Art Teachers, in shared areas)
	• Tier 3 – No direct service user contact (e.g., IT technicians, Cleaners, construction/maintenance specialists, delivery drivers)
	• Educational or vocational trainers or tutors (no service user contact)
	• Personnel providing services such as transport, cleaning and catering
	• Personnel maintaining buildings and equipment
	• Personnel undertaking repairs, installations, construction and maintenance
	• Building and construction workers
	• Professional consultants
	
	Please note that this list is not exhaustive and may be supplemented as further relevant information or considerations arise.

Contract Supervisor or Account Manager	An employee of the Contractor who manages the activities on behalf of the Contractor and who interfaces with SMH about the contract. He or she has direct supervisory responsibility for the workers providing the Contractor's supplies, works or services for or on behalf of SMH.
SMH Contract Manager	A SMH manager of appropriate seniority who has been identified and appointed by a relevant SMH Senior Manager /Director to ensure that each contract under his or her responsibility is in accordance with SMH Management of Contractors Policy and other relevant policies.
Public Procurement	Public Procurement is the process by which public bodies purchase works, goods or services from suppliers they have selected for this purpose. It ranges from the purchase of routine goods or services to large scale contracts for infrastructural projects and involves a wide and diverse range of contracting authorities.
Relevant work or activities relating to children or vulnerable persons	The National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016 define 'relevant work or activities' as: *'any work or activity which is carried out by a person, a necessary and regular part of which consists mainly of the person having access to, or contact with, children or vulnerable adults.'*
Service Level Agreement (SLA)	An SLA is a contract between SMH and the contractor. It details the nature, quality and scope of the service to be provided

2.0 Policy Statement

SMH is committed to ensuring that all companies or persons undertaking a contract for the provision of supplies, works or services for or on behalf of SMH are selected, managed and monitored in accordance with statutory and legal requirements, and in accordance with SMH policies and procedures.

3.0 Purpose:

The purpose of this document is to detail the selection, management and monitoring of Contractors when they are providing supplies, works or services for or on behalf of SMH.

The selection of contractors must comply with the SMH Procurement Policy, ensuring that procurement processes are conducted in a fair, transparent, and competitive manner. This includes following the approved procurement procedures, meeting all qualification and compliance requirements, and documenting the selection process in line with organisational and legal standards.

When SMH Central Procurement puts a central contract in place for Departments to use, SMH Contract Managers and Category Owners are not required to carry out the selection or procurement process themselves. All aspects of contractor selection (SMH Tendering/ OGP Contracts /HSE Contracts), including verification of insurances, Garda vetting, and other compliance requirements, will be managed centrally by SMH Central Procurement.

Its objectives are to:

- Provide clear procedures for SMH staff.
- Help Contractors and their employees to work safely.
- Minimise the risks attributable to Contractors providing supplies, works or services for or on behalf of SMH.
- Streamline procedures in relation to Contractors providing supplies, works or services for or on behalf of SMH.
- Ensure continuity of practice.
- Ensure the safety of our service users.

4.0 Scope:

This document applies to:

- SMH Managers, Directors, and SMH Contract Managers at all sites of SMH
- Contractors who provide supplies, works or services for or on behalf of SMH

5.0 Relevant legislation, regulations and related policies

- SMH Adult Welfare and Protection Policy
- SMH Capital Projects Policy
- SMH Child Welfare and Protection Policy
- SMH Data Protection Policy
- SMH Data Breach Management Policy & Procedure
- SMH Data Retention and Destruction Policy
- SMH Garda Vetting Policy
- SMH Procurement Policy
- SMH Safety Statement
- SMH Recruitment & Selection Policy
- Dignity at Work Policy
- Data Protection Act (DPA) 2018

- EU GDPR 2016/679 General Data Protection Regulations
- HR Circular 012/2018 re National Vetting Bureau Acts 2012-2016 –
- Garda Vetting of New Employees and Other Persons engages in
- 'Relevant Work' with Children or Vulnerable Adults (2018: HSE)
- HSE Policy on the Management of Health and Safety in Contract Work: Co-operation and Co-ordination with Contractors and Others 2018
- National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016
- Safety, Health and Welfare at Work (Construction) Regulations 2013 **Click Here**
- Safety, Health and Welfare at Work Act 2005 **Click Here**
- Safety, Health and Welfare at Work Regulations 2007-2024 **Click Here**

Procurement

- OGP Public Procurement Guidelines for Goods and Services, Version 2: January 2019 **Click Here**
- Department of Public Expenditure and Reform Circular 06/12: Public Procurement (Framework Agreements) **Click Here**
- Procurement Policy Document Reference No. St. Michael's House Revision 3.2 March 2023 **Click Here**
- Circular 05-2023 - Initiatives to assist SMEs in Public Procurement **Click Here**
- Circular 02/16 Arrangements for Digital and ICT-related Expenditure **Click Here**
- HSE Procurement Guidelines **Click Here**
- OGP Green Public Procurement **Click Here**
- Circular 09/2024 Reporting on the Use of Centralised Procurement Arrangements **Click Here**
- Circular 17/2025: Updated Green Public Procurement Instructions for Public Sector Bodies **Click Here**

6.0 Procedures for Implementing the Policy:

6.1 Building Works/Capital Projects

Any contract or project that involves changes to the structure, layout, décor, or fittings at any SMH site or building (including internal upgrade works within departments) must follow the SMH Capital Projects Policy.

6.2 Third-Party Contractors

SMH sometimes uses third-party contractors to provide clinical and nonclinical services. In such cases, the SMH Contract Manager remains responsible for all interactions in providing these services and for the management and control of third-party contractors.

It is critical that a contract for service is agreed or where appropriate, a Service Level Agreement, setting out the agreed method and schedule for the delivery of these services.

All independent contractors, not working for an organisation, need to be registered with the Companies Registration Office as a Sole Trader, have a Company Registration Number or alternatively earn less than five thousand euro and have completed a third-party provider declaration of earnings

form confirming that they are responsible for declaring and paying all relevant taxes, levies and contributions to Revenue in respect of these earnings.

6.3 Planning

6.3.1 Identification

The Line Manager identifies and defines the need for a contract for supplies, works or services in his or her area of responsibility, including:

- Duration of contract
- Scope of contract
- Location of contract
- Approximate budget

6.3.2 Approval

The Line Manager seeks approval to proceed with the contract from the necessary authority and ensures that sufficient resources are available.

6.4 Selecting a Contractor

6.4.1 SMH Contract Manager

For each SMH contract for or on behalf of SMH, the relevant SMH Senior Manager / Director identifies and appoints a SMH Contract Manager. The SMH Contract Manager must be a SMH manager of appropriate seniority.

6.4.2 Selection Process

It is the policy of SMH that the process for purchasing supplies, works or services for or on behalf of SMH promotes best value and is cohesive and follows the SMH Procurement Policy.

6.4.3 Documentation to be obtained from the Contractor

Following contract award and prior to contract commencement, the SMH Contract Manager obtains the following documentation from the Contractor, if it has not already been provided:

- Company Registration Number. All independent contractors, not working for an organisation, need to be registered with the Companies Registration Office as a Sole Trader and have a Company Registration Number
- Adequate and current Insurance/Indemnity. See Section 6.7 for further information
- Tax Clearance Certificate, if required
- Confidentiality Agreement and GDPR requirements
- Training (statutory and mandatory), qualifications and experience
- Safety and technical competence
- An agreed schedule, or timetable, or programme of works
- The following might also be required:

- Garda vetting. See Section 7.9 for further information
- Data Processing Agreement. See Section 7.10 for further information
- Manual handling documentation
- Evidence of training in child and adult protection
- Competence certificates and/or evidence of qualifications
- A copy of the Contractor's Safety Statement
- Risk assessments and Method Statements

- Professional Registrations and Memberships, valid and current for the duration of the contract

6.4.4 Documentation to be provided to the Contractor

Following contract award and prior to contract commencement, the SMH Contract Manager provides the following documentation to the Contractor:

- Where applicable, SMH Purchase Order (PO) numbers are issued. The SMH PO number is the key reference number for a contractor's work. It links all paperwork and communications, including payments, and must be included on all invoices from a Contractor. The PO number is provided by SMH Unit / Department after an order for the Contractor's work has been raised and approved.

  A contract or SLA between SMH and the Contractor signed and dated by both parties. The content and detail of the contract will depend on the duration, size and scope of the contract. A sample SLA is provided at **Appendix 1**. Contracts should include the following, at a minimum:

  (a) SMH Contract Manager's name and contact details
  (b) Contractor's Account Manager's name and contact details
  (c) Dates and duration of the contract and cost/value of the contract
  (d) Detail of the supplies, works or services to be provided
  (e) An agreed schedule, or timetable, or programme of works
  (f) A copy of relevant SMH policies and procedures

6.4.5 Retention of Documents

All documents relating to a contract must be retained at the Unit or Local level and a copy sent to HR to ensure availability for audit purposes and to comply with Freedom of Information (FOI) requirements and in accordance with SMH Data Retention and Destruction Policy and General Data Protection Regulation (GDPR) 2018, including:

- Quotations, or Invitation to Tender documents, or Request for Tender documents
- Correspondence with successful and unsuccessful bidders
- Signed contracts, or SLA's
- Insurance documents

6.5 Commencing the Contract

6.5.1 Induction

The SMH Contract Manager organises the timely provision of a relevant induction process, in accordance with local SMH procedures. The purpose of induction is to make contract workers aware of health, safety and welfare.

Contractor staff who have previously received SMH induction but have not worked in SMH for more than 12 months should be re-inducted.
The SMH Contract Manager may deliver induction directly or arrange its provision by relevant SMH personnel. See Appendix 2 for an Induction Checklist.

The induction should, at a minimum, include information on the following, as it applies to the contract:

- Contact details for the SMH Contract Manager
- Daily sign-in procedures
- Copies of relevant SMH policies, procedures and guidelines
- Hours of work, out-of-hours access and site security procedures
- Safe access and egress routes for Contractor vehicles
- Car parking rules, including school bus parking and accessible parking
- Access to facilities, including canteen facilities, drinking water, washing facilities and toilets
- Supply and storage of Contractors' equipment, plant and materials
- Fire and evacuation procedures, including the location of designated assembly points
- Use of ID badges, uniforms and hi-vis clothing, and personal protective equipment including protection for head, hearing and feet
- Accident and first aid procedures, and reporting accidents and incidents

Restrictions on the following:

- Use of Contractor supplies, plant and equipment
- Use of SMH supplies, plant and equipment
- Access to unauthorised, occupied or locked rooms
- Photography, recording and video
- Noise, odours and vibration
- Alcohol, smoking and e-cigarettes
- Potential site-specific hazards and risks, and measures for controlling them
- Names of persons who have a designated role in emergencies or in the case of serious or imminent danger

6.5.2 Notice to SMH staff and other workers

The SMH Contract Manager must give adequate and timely notice to relevant SMH staff of the contract commencement, including but not limited to:

- Other Line Managers
- Staff at the relevant location
- Any other department which could be concerned with the work
- Finance/IT/Catering/Transport/Quality, Risk and Safety, as relevant
- Other organisations sharing, using or having access to the relevant location (such as the HSE, Landlords or other Contractors)

6.5.3 Communication and Co-ordination

Following the commencement of the contract, the SMH Contract Manager shall ensure arrangements for the following are implemented:

- Ongoing communication with the Contractor
- Co-operation between Contractors (if relevant)
- Regular review of Safety and Health related issues
- Reporting and reviewing of incidents

6.6 Monitoring the Contractor

The SMH Manager assesses and agrees with the Contractor the degree of contact and supervision required. Depending on the nature of the contract, this might be daily, weekly or monthly, or less frequently.

The SMH Contractor Manager and Contractor shall meet regularly. The purpose of these meetings is to evaluate on a suitably frequent basis (as determined by the SMH Contract Manager) progress and performance in line with the Tender Specification, SLA and associated KPIs.

SMH shall have access to Contractors' quality and monitoring documentation as required at suitable intervals, the SMH Contract Manager checks how the contract is progressing, in particular:

- Is the contract being provided in accordance with the SLA?
- Have there been any changes in personnel, requiring garda vetting, induction and/or other procedural matters?
- Are KPIs, targets, milestones and key deliverables being met?
- Is the Contractor working safely and as agreed?
- Have there been any accidents or incidents?
- Are invoices being provided as agreed and including all necessary detail?
- Are any changes or special arrangements required?

The SMH Contract Manager retains a written record of the outcome of monitoring and supervision meetings.

6.7 Reviewing and Auditing the Contract

Following completion of the contract, the SMH Contract Manager reviews the contract to evaluate what might be learned for future contracts.

- How effective was SMH's planning?
- How did the Contractor perform?
- How did the contract go?
- Overall, has it achieved the desired results?
- If not, what needs to be changed or improved?

The SMH Contract Manager retains a written record of the outcome of reviewing and auditing.

6.8 Insurance Requirements

It is important that SMH Contract Managers read, understand and apply these guidelines, with support and guidance from the relevant Senior Manager. If further information is required, SMH Contracts Manager or Senior Manager should seek guidance from the HR or Procurement . The following

information is taken from the National Treasure Management Agency's 2016 document **'Determining Insurance Requirements for Goods and Services RFTs and Contractors.'**

As State indemnity cannot extend to cover the negligent acts of third parties (contractors, vendors, etc.), third parties should have the appropriate insurances in place to cover their negligence. Such insurances would typically include at a minimum employer's liability (EL) and public liability (PL) insurance.

The insurance norm limit for employer's liability cover in Ireland is €13 million for any one claim or series of claims arising out of a single occurrence and limits below the norm are not common and it is not generally advised that they are accepted. If a sole trader (self-employed person) does not have any employees, then they are not required to have EL insurance. EL is required where the third party's obligations under the contract have the potential to cause personal injury or property damage to its employees. EL insurance is required for most contracts except where the third party is self-employed.

In general, the States Claims Agency would recommend that public liability (PL) limits are no less than €6.5 million for any one claim or series of claims arising out of a single occurrence, which is the standard here in Ireland. Although lower limits are acceptable in some cases, based on a risk assessment. As standard there are three levels of PL cover typically commercially available: €1.3 million, €2.6 million and €6.5 million.

6.8.1 Why does SMH need to specify and check insurance?

Insurance requirements are included in contracts to ensure that the contractor has the financial resources to respond to claims where it is found liable for negligent acts or omissions appropriate to the type of products/services provided and the associated risk exposures involved in performing their obligations under the contract.
Insurance requirements are intended to protect SMH from bearing the cost of claims arising from the negligent acts or omissions of Contractors.

6.8.2 When should Contractor insurances be checked?

The SMH Manager should check insurance prior to entering into an agreement or engaging with a contractor or third party.
If the SMH Contract Manager has not arranged the contract/service with the Contractor directly, he or she should confirm that insurance has been obtained by SMH.

6.8.3 How to determine insurance requirements

The level of insurance should be appropriate to the identified risk exposure. The SMH Contract Manager must identify the types and levels of risk that could potentially be involved in the contract. Once these are known, the SMH Contract Manager should assess the level of insurance required. The type of cover required depends on the service/activity which the Contractor is involved in/or carrying out for the SMH and should be proportionate to the risk involved.

The SMH Contract Manager may contact the State Claims Agency to confirm the type and level of insurance required for a specific contract. Contact details for the State Claims Agency are available at: StateClaims@ntma.ie Alternatively, the Contract Manager can consult the following two documents for guidance:

Guidance-on-Indemnity-and-Insurance_2022-03-29-124723_hiwb
SIG-03-05 Use of Contractors

Guidance on Indemnity and insurance – **Click here**

SIG-02-05 Use of Contractors – **Click here**

These resources may be used to ensure that all contractors engaged by SMH meet the required insurance standards before commencing work. If the SMH Contract Manager has difficulty in confirming the insurance requirements, then they should consult with their Senior Manager for assistance on same.

The risk assessment tool at **Appendix 3** can be used to assist with determining the required insurance levels. In determining the risks associated with each contract, the SMH Contract Manager should consider the following:

- What could go wrong?
- Who/what could be injured/damaged?
- Is there a financial/professional risk? E.g. fraud, data protection.
- What is the cost/impact of this risk?
- How soon would the injuries/damages be identified?

The SMH Contract Manager should risk assess each contract to ensure the insurance requirements are appropriate and adequate.

6.8.4 How long should insurance cover be in place for?

Insurance cover should be in place prior to the commencement of the contract and needs to run continuously for at least the life of the contract.

6.8.5 The contractor is a small business. Why are the required insurance limits so high?

Although the contractor may be a small business, this does not reduce the risks to SMH. The insurance requirements should be based on a risk assessment regardless of the size of the contractor's business. It is important that the Contractors have adequate insurance cover in place to ensure it has the financial resources to respond to claims where it is found liable for negligent acts or omissions appropriate to the type of supplies, works or services provided and the associated risk exposures involved in performing its obligations under the contract.

Some insurances have standard limits as follows:

- Employers' liability: €12.7million
- Public liability: €6.5 million

- Product liability: €6.5 million
- Professional Liability:
- Cyber security Liability:

The SMH Contract Manager should ensure that the insurance limits set out for other insurances are appropriate to the risks associated with the contract.
The SMH Contract Manager must also ensure that indemnity limits are not excessively high. The indemnity limit is the maximum amount the insurer will pay out under a policy during the policy period. If it is too high, it will increase the cost associated with the contract.

6.8.6 Checking Contractor insurance documentation

Once the relevant insurance documents are received, the SMH Contract Manager needs to confirm the insurance provided is appropriate. The following should be reviewed:

- **Scope:** is the scope of the insurance relevant to the contract SMH is entering into? For example, if SMH is entering into a contract for taxi services, the contractor's motor insurance should include covers for use of vehicle for hire/reward.
- **Renewal date**: is the policy valid for the terms of the contract?
- **Limit of indemnity**: confirm the limits specified are adequate and appropriate to the risks involved.
- **Policy wording**: when reviewing the policy please note the following:
- **Territorial limits and jurisdiction**: where a Contractor is not based in the Republic of Ireland, SMH should confirm that the territorial limits and jurisdiction operate in the Republic of Ireland.
- **Excess and inner limits**: most policies will have an excess and/or inner limits. High limits should be considered in the context of the contract and the risk. Generally, this should be no more than €50,000.
- **Restrictions/Conditions/Warranties**: ensure there are no restrictions/conditions/ warranties which are relevant to the contract/service.

Sub-Contractors: if any portion of the work is subcontracted, the Contractor will need to confirm to SMH that there are appropriate insurance arrangements in place for these sub-Contractors. This should form part of the contract. It is not the responsibility of the SMH to check the Contractor's sub-contractor's insurance details, but the SMH Contract Manager should confirm that the necessary insurances are in place.

- **Indemnity to principal clause**: indemnity to principal is an agreement to indemnify the SMH for claims arising out of work done by the contractor in connection to a specific agreement/contract. This is a requirement for public, product and employers' liability policies. Third parties should confirm it is in place and applies to the SMH. This can be confirmed formally by the broker/insurer or can be included in the policy in writing.

- **Insurer:** insurances should be placed with an insurer or insurers authorised to operate in Ireland by the Central Bank of Ireland.

6.9 Garda Vetting

The National Vetting Bureau (Children and Vulnerable Persons) Acts 20122016 (the Acts) came into effect on 29 April 2016. This legislation makes it mandatory for people who carry out relevant work or activities in respect of children or vulnerable adults to be vetted by the National Vetting Bureau (NVB) of the Garda Síochána.

The Acts define 'relevant work or activities' as 'any work or activity which is carried out by a person, a necessary and regular part of which consists mainly of the person having access to, or contact with, children or vulnerable adults.'

As part of this commitment under the Acts, SMH carries out Garda Vetting checks on all those carrying out relevant work at the point of entry into the organisation.

The following section is taken from HSE's 'HR Circular 012/2018 re National Vetting Bureau Acts 2012-2016 – Garda Vetting of New Employees and Other Persons engages in 'Relevant Work' with Children or Vulnerable Adults (HSE: 2018).' It sets out the provisions in relation to garda vetting of Contractors prior to their working in SMH.

Section 12 of the Act, which came into effect on 29th April 2016, stipulates that unless a relevant organisation receives a vetting disclosure from the National Vetting Bureau of the Garda Siochána in respect of a person carrying out 'relevant work with children or vulnerable persons,' the organisation shall:

- Not engage any person to undertake relevant work or activities
- Not enter into a contract of services with any person for the provision by that person of services which constitute relevant work,
- Not permit any person to undertake relevant work or activities on behalf of the organisation
- Not place or make arrangements for the placement of a person as part of education, training, or scheme, if a necessary and regular part of such placement requires the participation by the person in relevant work or activities. This only applies where the relevant organisation is a provider of any course of education, training, or scheme, including an internship scheme.

6.9.1 Legal Requirement

There is a legal requirement for SMH to ensure that Contractors who will be engaged to carry out relevant work or activities undergo garda vetting and a determination made with regard to suitability prior to working in SMH.

It is the responsibility of the SMH Management to determine if the nature of work or activities comes within the scope of the legislation and to ensure that the vetting disclosure has been received and assessed prior to making an offer of engagement.

Prior to requesting any person to undergo garda vetting, managers are required to establish whether the person will be engaged in 'relevant work or activities'

This requires managers to consider

- the nature of the work or activities which will be undertaken
- the extent to which the person will have access to and the potential to build a relationship with children or vulnerable persons

A questionnaire to assist managers to identify posts which come within the definition of 'relevant work' is included at Appendix 4. Vetting applications should only be submitted in respect of persons who will be engaged in relevant work or activities as defined by the National Vetting Bureau Act.

6.9.2 Garda Vetting Process

SMH is responsible for garda vetting and assessment of persons who are deemed to come within the scope of Section 12 of the Act prior to their engagement by SMH in relevant work.
The National Vetting Bureau will disclose convictions in accordance with the provisions of the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016.

6.10 Data Processing Agreement

When Contractors process personal data on SMH's behalf in the provision of services to the SMH, they are deemed a 'Data Processor' under the Data Protection Act (DPA) 2018 and the General Data Protection Regulation (GDPR) 2018. As a result, the SMH is obliged to enter into a legally binding data processing contract with Contractors. This obligation extends to all controllers and processors in both the public and private sectors.
The SMH (data controller) must define the purposes and means of the processing of personal data, while the Contractor (data processor) must only process personal data on the documented instructions of the SMH.

When engaging a processor, the GDPR stipulates that controllers are obliged to use only processors who provide sufficient guarantees to implement appropriate technical and organisational measures to comply with GDPR and to protect data subject rights. These direct obligations of the GDPR apply in addition to any contractual obligations. Similarly, if found in breach of the GDPR, controllers and processors may be liable to fines and other penalties under the GDPR in addition to (potentially) being in breach of any data processing contract to which they are a party.
To address the obligations and requirements of both the controller and processor, a Data Processing Agreement (DPA) must contain several mandatory provisions including:

- The subject matter, duration, nature and purpose of the data processing;
- The type of personal data being processed;
- The categories of data subjects whose personal data is being processed;
- The obligations and rights of the Data Controller and Data Processor.

A Service Provider Data Processing Agreement template is available on SMH SharePoint. Consult SMH's DPO if there are any questions or requests for amendments from Contractors.

Contractors must keep accurate and up-to-date records relating to its processing of SMH Personal Data and allow for and contribute to audits, including inspections, conducted by the SMH or another auditor mandated by the SMH.

When routinely auditing Contractors, renewing contracts or carrying out due diligence on potential Contractors, the SMH Contract Manager should at a minimum, issue a security questionnaire for completion. The Service Provider Compliance Questionnaire template is available on SharePoint. Consult SMH's DPO if any questions or issues completing.

Additional agreements such as a Data Sharing Agreement may be required to routinely share personal data with another healthcare agency for example, the HSE.

If a Contractor is based in a country outside of the European Union (the 'EU') then the transfer of any personal data is deemed an 'International Transfer'. In this event, SMH Contract Managers must consult SMH's DPO to identify if there is an 'adequacy decision' for the third country. In the absence of an adequacy decision, the GDPR does allow a transfer if the controller or processor has provided 'appropriate safeguards' to determine if it provides a level of protection essentially equivalent to that guaranteed in the EU and agreed Standard Contractual Clauses.

7.0 Detail of Policy Development/ Review process:

This policy shall be formally revised on a 3-yearly basis by the author, unless a revision is required because of a change in legislation, standards or best practice.

8.0 Roles and Responsibilities:

SMH CEO and Senior Managers / Directors

SMH CEO and Senior Managers / Directors have a duty to

- Familiarise themselves with and adhere to this policy
- Disseminate this policy in their areas of responsibility
- Ensure that each contract under their responsibility is in accordance with this and other relevant SMH policies
- Appoint a suitable SMH Contract Manager for each contract under their responsibility
- Ensure formal processes for ongoing cooperation and coordination with Contractors for contracts under their responsibility
- Ensure SMH staff understand that their responsibilities with regard to Health and Safety extend to the Contractor

SMH Contract Managers

For each SMH contract for or on behalf of SMH, the relevant SMH Senior Manager identifies and appoints a SMH Contract Manager. The SMH Contract Manager must be a SMH manager of appropriate seniority. SMH Contract Managers have a duty to:

- Familiarise themselves with and adhere to this policy

- Ensure that each contract under their responsibility is in accordance with SMH Management of Contractors Policy, SMH Procurement Policy and other relevant policies
- Ensure there are formal processes for ongoing cooperation and coordination with Contractors for contracts under their responsibility
- Follow the procedures outlined in this policy:
- Construction Contracts (Section 6.1)
- Planning (Section 6.2)
- Selecting a Contractor (Section 6.3)
- Commencing a contract (Section 6.4)
- Monitoring the Contractor (Section 6.5)
- Reviewing and auditing the contract (Section 6.6)
- Insurance requirements (Section 6.8)
- Garda vetting (Section 6.8)

9.0 References

- Contractor Safety Code (version 5) (2016: Voluntary Healthcare Agencies Risk Management Forum: Health and Safety Advisory Group)
- General Indemnity Scheme (GIS) SIG 02: Determining Insurance Requirements for Goods and Services RFTs and Contractors (2016: NTMA)
- Health and Safety Authority (www.HSA.ie)
- Institute of Public Administration (www.IPA.ie)

10 Appendix 1: Sample Service Level Agreement

Service Level Agreement

Between St. Michael's House (SMH) and

_____(INSERT NAME OF CONTRACTOR)

governing the Terms of Contract for Provision of

_____(INSERT NAME OF CONTRACT)

Commencement Date of Contract:

_____ (INSERT DATE)

Termination Date of Contract:

_____ (INSERT DATE)

10.1 Overview and Scope of Agreement

This Service Level Agreement (SLA) between SMH and governs the principal terms under which the provision of to SMH is provided.

It is in effect and valid from (INSERT DATE) and for the duration of the contract to (INSERT DATE) unless superseded by a revised agreement.

The SLA outlines the parameters of service as understood by the primary stakeholders and does not supersede current processes and procedures unless explicitly stated.

10.2 Purpose, Goals & Objectives

SMH Contract Manager:	
Email address:	
Contact Number:	
Contractor Account Manager:	
Email address:	
Contact Number:	

The **purpose** of this SLA is to ensure that the appropriate components of service and commitment are in place to ensure consistent provision of service, support and delivery to the Customer by the Contractor.

The **goal** of this SLA is to formalise mutual agreement for service provision between the Contractor and the Customer.

The **objectives** of this SLA are:

- To provide clear reference to service ownership, accountability, roles and responsibilities
- To present a clear, concise and measurable description of service provision to each party to the SLA
- To match perceptions of expected service provision with actual service support & delivery

10.3 Stakeholders

The following Contractor and Customer represent the **primary stakeholders** associated with this SLA:

Contractor:

Contractor Account Manager: _____

Customer: **St. Michael's House (SMH)**

SMH Contract Manager: _____

10.4 Periodic Review

This SLA and the contract to which it pertains are valid from the (INSERT DATE) and in effect until (INSERT DATE). The contract and SLA may be extended beyond the completion date, in accordance with procurement regulations.

This SLA and the provision of the contract to which it refers will be reviewed periodically by the SMH Contract Manager identified in this SLA, at least (INSERT FREQUENCY); however, in the event that a review is not carried out in the course of any given period, the current SLA will remain in effect.

The SMH Contract Manager identified in this SLA will be responsible for

- The maintenance of this document
- Its distribution to the stakeholders
- Communication of material changes to relevant affected parties

Any revisions or amendments to the SLA will be agreed by the primary

stakeholders.

10.5 Contract Specification

Fulfilment of this contract requires that the Contractor and the Customer each meet their respective responsibilities under the terms defined in the Request for Tender (RFT) document, dated _____and which requires that:

10.5.1 The Contractor

1. Will carry out all obligations under this contract with absolute regard for Health and Safety considerations.

2. Comply with the directions and requirements of SMH with regard to the safe and reliable provision of the service.

3. The Contractor will provide the following supplies/works/services (DELETE AS REQUIRED)

4. The SMH reserves the right to

(ADD AS REQUIERD)

5. The Contractor will have suitable contingency planning arrangements in place to ensure continuity of service in the event of unforeseen circumstances to include the following:

6. The Contractor will meet all financial and regulatory requirements relevant to the provision of this service.

7. It is a condition of this contract that the Contractor comply with all relevant tax regulation and other legislation as might apply. Contracts will not be concluded, or payments will not be made unless the Contractor is in possession of a current tax clearance certificate (C2)

or tax number. The Contractor and all sub-Contractors associated with the fulfilment of this contract will continue to hold current issues of such certificates for the duration of the contract. The SMH may at any time request from the Contractor and/or its partners/sub-Contractors' evidence that they are tax compliant.

8. The Contractor shall maintain all relevant insurances for the term of the contract and be prepared to furnish evidence of same as and when requested by SMH. The Contractor indemnifies the SMH in full and holds the SMH blameless in respect of any loss, damages, proceedings, suits, third party claims, judgments, awards, expenses and costs (including legal costs and expenses) arising as a result of the negligence, willful default, fault, error, omission, act or breach of contract

of or by the Contractor, his employees or agents. Neither party shall have any liability to the other for any indirect or consequential losses or loss not arising directly from its negligence, fault, error or breach of this contract. The Contractor commits to conformance with any SMH insurance requirements.

9. Payments for services rendered under the contract shall be made on foot of agreed invoices submitted monthly in arrears. Invoices must document the date of the service, SMH-issued Purchase Order number, and the cost involved with VAT (if appropriate) shown separately. SMH reserves the right to withhold payment of a percentage of invoices where the Contractor fails to meet contractual obligations in relation to the delivery of service or fails to meet specified levels of quality and service levels as determined by the SMH. SMH commits to prompt and timely payment of all monies due to the Contractor. Invoices should be addressed to the SMH Contract Manager identified on page 1.

10. Personnel supplied by the Contractor are and will be deemed employees of the Contractor and will not for any purposes be considered employees or agents of the SMH. The Contractor assumes all responsibility for such personnel while performing services pursuant to this contract and shall be solely responsible for their supervision and daily direction.

11. The Contractor shall comply with all EU and domestic law relevant to the provision of service under this contract including but not being limited to Safety, Health and Welfare at Work Acts, Data Protection Acts, GDPR, the Working Time Directive and all other relevant employment legislation. The Contractor will remain fully compliant with any relevant Employment Regulation Orders of the Irish Labour Court and fulfil their obligations under employment protection, working conditions and Article 27 of Directive 2004/18/EC and Regulation 27 of European Communities (Award of Public Contracts) Regulations 2006. The Contractor is solely responsible in law for the employment, remuneration, taxes, immigration visa, and work-permits of all personnel retained for the purposes of this contract. The Contractor will ensure that any sub-Contractors engaged pursuant to this contract shall be so compliant.

12. The Contractor undertakes to advise SMH of any changes in their circumstances which may have a material bearing on the fulfilment of this contract for all of its duration. Any matters that may impact on licensing, such as endorsements, penalty points, insurance restrictions, indictments, charges or legal issues, must be advised to SMH in writing and immediately when known.

13. The Contractor commits to communicating to SMH details of any significant current or pending developments relevant to their status or corporate structure, e.g. legal issues or challenges, changes in financial structure or ownership etc.

14. This contract is governed by Irish law and both parties submit to the exclusive jurisdiction of the Irish Courts.

15. SMH shall be entitled to terminate the contract immediately in the event of a material breach of the contract or should the Contractor become insolvent or bankrupt or have a receiving order or administration order made against it. The Contractor shall not be entitled to any addition, amounts or compensation if the contract is terminated for any reason. SMH shall be entitled to terminate the contract at any time without penalty by giving three (3) months written notice to the Contractor. The Contractor shall be entitled to terminate the contract at any time without penalty by giving three (3) months written notice to the SMH.

16. A member of the Contractor's management staff will be available for both formal and informal consultations with the SMH management on matters relating to the service, at reasonable times within normal business hours. The SMH Contract Manager will be available to the Contractor on the same basis.

17. The Contractor will have a formal complaints procedure in place and will furnish a written response to a SMH complaint within 24 hours of its being lodged.

18. The Contractor shall always adhere strictly to SMH guidelines on confidentiality. All persons associated with the fulfilment of this contract must undertake to be discreet and to respect the confidentiality of any SMH or client information accessed in the course of their duties.

19. The Contractor shall furnish KPI reports in relation to the fulfilment of this contract. These will include on-time performance, accident free days, breakdown free days etc. KPIs may be recorded and reported using simple spreadsheets.

10.6 St. Michael's House:

SMH will meet all its commitments under this contract.

10.7 Approval

By signing below, Approvers agree to the provisions of this SLA

Approved on behalf of the following:	**Signature:**	**Approval Date**
SMH Contract Manager, on behalf of SMH		
Contractor's Account Manager on behalf of CONTRACT NAME		

12.Appendix 2: Induction Checklist

Have you included the following local procedures in your induction?	**Yes**	**No**	**N/A**
Contact details for the SMH Contract Manager			
Daily sign-in procedures			
Copies of relevant SMH policies, procedures and guidelines			
Hours of work, out-of-hours access and site security procedures			
Safe access and egress routes for Contractor vehicles			
Car parking rules, including school bus parking and accessible parking			
Access to facilities, including canteen facilities, drinking water, washing facilities and toilets			
Supply and storage of Contractors' equipment, plant and materials			
Fire and evacuation procedures, including the location of designated assembly points			
Use of ID badges, uniforms and hi-vis clothing, and personal protective equipment including protection for head, hearing and feet, if applicable			
Accident and first aid procedures, and reporting accidents and incidents			
Restrictions on the following:			
Use of Contractor supplies, plant and equipment			
Use of SMH supplies, plant and equipment			

Access to unauthorised, occupied or locked rooms Photography, recording and video			
Noise, odours and vibration Alcohol, smoking and e-cigarettes			
Potential site-specific hazards and risks, and measures for controlling them			
Names of persons who have a designated role in emergencies or in the case of serious or imminent danger			

13.Appendix 3: Insurance Risk Assessment Template

This template is taken from the National Treasure Management Agency's 2016 document '***Determining Insurance Requirements for Goods and Services RFTs and Contractors***.' It is designed to assist organisations assess the insurance requirements for a goods or services contract, or a request for

13.1Details of Contract

Date: Brief Description of Contract:

13.2 Insurance Requirement Assessment

1. Employers Liability	Yes	No
Is there a risk that the Contractor's employees may sustain personal injuries or disease as a result of the supplies, works or services being provided?		
Description of risk (if yes):		

Notes:

If '*yes*', Employers' Liability (EL) insurance is required.

EL is required for most supplies, works or services contracts; EL is not required if the contractor is self-employed.

The standard limit for EL is €12.7m limit for any one claim or series of claims arising out of a single occurrence.

2. Public Liability	Yes	No
Is there a risk that SMH employees or members of the public may sustain personal injuries as a result of the supplies, works or services being provided by the contractor?		

Description of risks (if yes):
Notes: If '*yes*', Public Liability (PL) insurance is required. PL is required for most supplies, works or services contracts. The standard limit for PL insurance is €6.5m limit for any one claim or series of claims arising out of a single occurrence

3. Product Liability	**Yes**	**No**
Q3: *Are products being provided as part of the contract?*		
Description of risks (if yes):		
Notes: If 'yes', product liability insurance is required. The standard limit for product liability insurance is €6.5m for any one occurrence and in the aggregate insurance year. 'Efficacy' cover may also be required. If the product fails to perform as specified is it likely to cause injury or damage?		

4. Professional Indemnity	**Yes**	**No**

Q4: *Will the contractor be providing professional services as part of the contract? Examples of professional services include accountants, architects, consultants, solicitors etc.*		
Q5: *Is there potential for injury or financial loss resulting from their actions or advice?*		
Description of risks (if yes):		
Notes: If '*yes*', to Q4 and Q5, professional indemnity insurance is required. SMH should conduct a risk assessment to identify the level of professional indemnity insurance required i.e. if the contractor provides an inadequate professional service, what is the likely financial loss to SMH?		
5. Other Insurances	**Yes**	**No**
Motor Insurance: *Is the use of a motor vehicle(s) an integral part of the contract? E.g. haulier, courier.*		
Goods/Money in Transit: *Will the contractor be transporting SMH goods or money as part of the contract?*		
Cyber Liability: *Could SMH online or ICT network be breached or damaged because of the supplies, works or services being provided?*		

Environmental Impairment: *Is there a risk of environmental damage or pollution because of the supplies, works or services being provided*?		
Contractors All Risks: Will the contractor be carrying out construction works as part of the contract?		
Fidelity/Crime Insurance: Will the contractor, their servants/agents, have access to highly confidential information or high value goods (e.g. money) which could be used for fraudulent reasons?		
Description of risks (if yes):		
Notes: If 'yes', the insurance type in question is required.		

14. Appendix 4: Garda Vetting Checklist

This questionnaire is from HSE's ***'HR Circular 012/2018 re National Vetting Bureau Acts 2012-2016 – Garda Vetting of New Employees and Other Persons engaged in 'Relevant Work' with Children or Vulnerable Adults (HSE: 2018).'*** It has been designed by the HSE to assist organisations establish if a Contractor will require garda vetting.

If the answer to one or more of the questions below is 'YES,' then the Contractor's workers must be garda vetted prior to engagement.

1) Will the Role require the individual to be engaged in any work or activity which is carried out by a person, ***a necessary and regular part of which consists mainly of the person having access to, or contact with, children and or vulnerable persons*** in—	**YES**	**NO**
(a) an establishment which provides pre-school services within the meaning of Part VII of the Child Care Act 1991?		
(b) a school or centre of education, both within the meaning of the Education Act 1998, unless, in case of a centre of education, the work or activity is merely incidental to work or activities undertaken in relation to persons who are not vulnerable persons?		
(c) A school or centre of education, both within the meaning of the Education Act 1998?		
(d) Any hospital or health care centre which receives, treats or otherwise provides services to children and or vulnerable persons?		
(e) A designated centre within the meaning of section 2 of the Health Act 2007, in so far as it relates to an institution at which residential services are provided in accordance with the Child Care Act 1991 or at which residential services are provided to vulnerable persons?		
(f) A special care unit provided and maintained in accordance with section 23K of the Child Care Act 1991?		
(g) A children detention school within the meaning of section 3 of the Children Act 2001?		
(h) An approved Centre within the meaning of Part 5 of the Mental Health Act 2001?		
(i) Any organisation or facility which provides educational, training, cultural, recreational, leisure, social or physical activities for vulnerable persons?		
(j) In any organisation or facility which provides welfare, advice, guidance, developmental, or counselling services for vulnerable persons?		

2) Will the Role require the individual to be engaged in any work or activity which consists of the provision of home tuition by a person pursuant to the Scheme administered and funded by the Department of Education and known as the Home Tuition Scheme?		
3) Will the Role require the individual to be any work or activity which consists of treatment, therapy or counselling provided to a child or vulnerable person by a person in the course of that work or activity?		
4) Will the Role require the individual to be engaged in any work or activity which consists of care or supervision of children, unless the care or supervision is merely incidental to the care or supervision of persons who are not children?		
5) Will the Role require any work or activity which consists of the care (including the provision of health and personal social services and essential domestic services) of vulnerable persons, unless the care is merely incidental to the care of persons who are not vulnerable persons?		
6) Will the Role require the individual to be engaged in any work or activity which consists of the provision of educational, training, cultural, recreational, leisure, social or physical activities to children/vulnerable persons, unless the provision of educational, training, cultural, recreational, leisure, social or physical		
activities is merely incidental to the provision of educational, training, cultural, recreational, leisure, social or physical activities to persons who are not children or vulnerable persons?		
7) Will the Role require the individual to be engaged in any work or activity which consists of the provision of advice, guidance, developmental, or counselling services, (including by means of electronic interactive communications) to children/vulnerable persons, unless the provision of the advice, guidance, developmental or counselling service is merely incidental to the provision of those services to persons who are not children/vulnerable persons?		
8) Will the Role require the individual to be engaged in any work or activity as a minister or priest or any other person engaged in the advancement of any religious beliefs?		

9) Will the Role require the individual to be engaged in any work as a driver of a public service vehicle which is being used only for conveying children/vulnerable persons?		
10) Will the Role require the individual to be engaged in the provision by a person of accommodation for a child/vulnerable person in his or her own home?		
11) Will the Role require any research work or activities carried out in a university, institute of technology or other establishment at which third level education is provided where a necessary and regular part of the research work or activity involves contact with or access to children/vulnerable persons?		
12) Will the Role require the individual to application by a person to carry on or manage a designated centre within the meaning of section 2 of the Health Act 2007?		
13) Will the Role require the individual to make any application by a person to carry on or manage a designated centre within the meaning of section 2 of the Health Act 2007?		
14) Will the Role require any application by a person for a declaration of eligibility and suitability within the meaning of section 3 of the Adoption Act 2010?		
15) Will the Role require any assessment of a person's suitability to act as a foster carer by or under section 39 of the Child Care Act 1991?		
16) Will the Role require any assessment by or under section 41 of the Child Care Act 1991 of a person's suitability to act as a carer of a child in respect of whom he or she is a relative?		
17) Will the Role require assessment of a person's suitability to act as a care representative under section 21 of the Nursing Homes Support Scheme Act 2009?		
18) Will the Role require any work or activity which is carried on by a person, a necessary and regular part of which requires the person to have access to, or contact with, children and or vulnerable persons pursuant to the following enactments—		
1. Medical Practitioners Act 2007?		
2. Nurses Act 1985?		

3. Dentists Act 1985?		
4. Health and Social Care Professionals Act 2005?		
5. Pharmacy Act 2007?		
6. Pre-Hospital Emergency Care Council Order 2000 (S.I. No. 109 of 2000)?		
7. Pre-Hospital Emergency Care Council (Establishment) Order 2000 (Amendment) Order 2004 (S.I. No. 575 of 2004)?		

15. Appendix 4: Tier 3 Contractor Maintenance/Construction Permit to Work

The following Permit to Work forms are in line with the Safety Health and Welfare at Work Act 2005 and Associated Regulations 2007-2024 as amended and is adapted from the Safety Statement: APPENDIX 13 - Permit to Work System (PTW). These forms are described in the following table and the form is to be completed by Maintenance and Construction Contractors when completing works on SMH sites.

Permit Type	Use for	Rationale
General Permit	All general maintenance or contractor work	Covers normal maintenance and ensures all work is authorised and controlled.
Hot Works	Any work that creates sparks or heat (welding, cutting)	Prevents fire risk by controlling ignition sources and requiring fire safety measures.
Confined Space Entry	Work inside enclosed or restricted spaces	Confined spaces can have dangerous gases, low oxygen, or other hazards requiring strict controls.
Work at Heights	Work done above or below ground level where falls are possible	Falls are a major cause of injury; this ensures proper equipment and training.
Electrical Works	Work on electrical circuits or systems	Electricity is dangerous; this ensures only trained people work safely on it.
Ceiling Access Permit	Work requiring access above ceilings	Ceiling spaces can be risky and need proper controls to avoid falls or damage.

Permit to Work Form						
WORK BEING CARRIED OUT DETAILS						
Area in which work is being conducted						
Who authorised work/work order						
Work order details (brief)						
No. of persons onsite (is required to sign in and out at reception)						
Company name						
Company contacts number & onsite staff contact number						
Any potential hazards or outages	Working from heights/ ladders	Hot works	Electrical works	Internet/ Intranet	Telephone system	Barrier gate required
Does fire alarm detection system require disabling	Yes			No		
Is lift safe to use	Yes			No		
Company confirms they have all protective equipment required to do job safely, of required spec, certification e.g., safety boots, eye protection, hearing protection, high vis, gloves, barriers etc. are provided	Yes			No		
That Safety Systems are in place and communicated i.e., Barriers in place to prevent unauthorised entry to hazardous areas	Yes			No		
Please detail						
Commencement of works on	Date:			Time:		
Completion of works on	Date:			Time:		
Confirmation of job completion	Yes		No		Date:	
Date of revisit if job incomplete and why						

Any accident/incident have been reported	Yes	No	Initials:	
Signed by Contractor/Maintenance Dept.				
Contractor/Maintenance Dept. (print)			Date:	

16. Appendix 5: Checklist on Minimum Required Training

Contractors Working for SMH: MRT Checklist

All Contractors undertaking work in SMH must have all required minimum training up to date. Please follow the 4 steps below.

SMH Minimum Required Training (MRT): Contractors	**4-Step Process**						
Contractor Name:_____ Date of Assessment:_____ Assessed by:_____ Signed:_____	**1. Is this Training Need** Items in Green are predetermined by SMH as required and certificates must be put on file locally. Determine and/or Risk Assess local needs.			**2. If you ticked yes, does the contractor have the training completed? If yes, Put certificates on file.**		**3. If no, the contractor must compete the training before commencing work for SMH.**	**4. Ensure the contractor completes all required training including that determined by Risk Assessment. Record the date of completion here. Put certificates on file.**
	Ye	**Yes**	**No**	**Yes**	**No**	**Available here:**	**Date of Completion:**

1. Children First	✓						
2. Clamping*						Local Induction	
3. Cyber Security	✓						
4. Dignity at Work						External to SMH	
5. Emergency First Aid, CPR or BLS						External to SMH	
6. Evacuation Beds and Chairs*						Local induction	
7. Fire Prevention	✓						
8. Food Safety						YourOTC	
9. GDPR	✓						
10. Hand Hygiene & IPC						External to SMH	
11. Manual Handling/People Moving	✓						
12. Open Disclosure 1						External to SMH	
13. Positive Behaviour Supports/De-escalation Techniques						SMH SETDD	
14. Safeguarding Adults at Risk of Abuse	✓						
17. Safe Pass (for construction)	✓						
Any other training determined by local need and/or Risk Assessment?							
A.							
B.							
C.							
D.							

17. Appendix 6: Contractor Compliance Checklist

ST. MICHAEL'S HOUSE Services For People With Disabilities

Ballymun Road
Ballymun, Dublin 9
D09DX37

Tel: (01) 884 0200
Email: info@smh.ie
Website: www.smh.ie

External Contractor Compliance Checklist – St. Michael's House

Contractor Name: _____

Company Name (if applicable): _____

Contact email: _____

Contact phone number: _____

Service Provided: _____

Date of Assessment: _____

1. Contractor Status – Select One

☐ Sole Trader

☐ Limited Company

☐ Earning less than €5,000 from this activity in the calendar year

If earning < €5,000, attach declaration of earnings and proceed as applicable.

If the company has more than one employee, can you please provide a detailed list of employees who will work onsite in our locations for registration and safeguarding purposes.

Full Name	Position	Region Covered

ST. MICHAEL'S HOUSE Services For People With Disabilities

Ballymun Road
Ballymun, Dublin 9
D09DX37

Tel: (01) 884 0200
Email: info@smh.ie
Website: www.smh.ie

2. Tax Clearance

• Is a valid Tax Clearance Certificate on file? ☐ Yes ☐ No

If no , please submit to us a Tax clearance certificate.

• Expiry Date: _____

3. Insurance

• Relevant / Appropriate Insurance on file? ☐ Yes ☐ No

If no please provide insurance indemnity certificate or statement

• Type and maximum liability amount (e.g., Public Liability, Professional Indemnity):
_____

• Expiry Date: _____

4. Qualifications

• Relevant Qualifications on file? ☐ Yes ☐ No (If applicable)

Please provide a copy for the file.

• Details (if applicable): _____

5. Professional Registration / Membership

• Relevant Professional Membership or Registration held? ☐ Yes ☐ No

• Body / Organisation: _____

• Membership / Registration Number: _____

Copy of certificate/membership

ST. MICHAEL'S HOUSE
Services For People With Disabilities

Ballymun Road
Ballymun, Dublin 9
D09DX37

Tel: (01) 884 0200
Email: info@smh.ie
Website: www.smh.ie

- Expiry Date (if applicable): _____

Assessed by (Name & Position): _____

Signature: _____ Date: _____

ST. MICHAEL'S HOUSE Services For People With Disabilities

Ballymun Road
Ballymun, Dublin 9
D09DX37

Tel: (01) 884 0200
Email: info@smh.ie
Website: www.smh.ie

APPENDIX 1

Third Party Provider Declaration of Earnings

Organisation Name: St Michael's House

Provider Name (Individual/Company): _____

Address: _____

PPSN/Company Registration Number: _____

Declaration

I, the undersigned, confirm the following in relation to services provided to **St Michael's House:**

1. My total earnings from services provided to St Michael's House in the relevant calendar year are less than €5,000.
2. I understand that I am responsible for declaring and paying all relevant taxes, levies, and contributions (including Income Tax, PRSI, USC, or Corporation Tax if applicable) to Revenue in respect of these earnings.
3. I acknowledge that St Michael's House has no obligation to deduct tax on my behalf, and bears no liability for my personal or corporate tax affairs.
4. I confirm that I will provide a signed Declaration of Earnings and any supporting documentation if requested.
5. I undertake to notify St Michael's House immediately if my earnings exceed €5,000 in the relevant period, so that appropriate arrangements can be made.

ST. MICHAEL'S HOUSE
Services For People With Disabilities

Ballymun Road
Ballymun, Dublin 9
D09DX37

Tel: (01) 884 0200
Email: info@smh.ie
Website: www.smh.ie

Provider's Declaration

I declare that the information given above is true and correct to the best of my knowledge and belief.

Signature: _____

Name (Block Capitals): _____

Date: _____

For Office Use Only

- Received By: _____
- Date Received: _____
- File Reference: _____