



Supporting Suddenly Bereaved Parents & Families

Induction and Policy Manual

Irish Sudden Infant Death Association t/a FirstLight

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Induction and Policy Manual

Table of Contents

<i>Introduction from Chairperson</i>	3
<i>Section 1: About FirstLight</i>	4
<i>Section 2: FirstLight Constitution</i>	8
<i>Section 3: FirstLight’s Vision, Mission, and Values</i>	29
<i>Section 4: FirstLight Strategic Plan 2022-2024</i>	30
<i>Section 5: Organisational Structure</i>	36
<i>Section 6: Schedule of Matters Reserved to the Board of FirstLight</i>	37
<i>Section 7: Finance Committee Terms of Reference</i>	42
<i>Section 8: FirstLight Fundraising Sub-Committee</i>	44
<i>Section 9: Role of the Chairperson</i>	45
<i>Section 10: Role of the Secretary</i>	47
<i>Section 11: Statement of Directors’ Responsibility</i>	49
<i>Section 12: Conflict of Interest Personal Declaration Form</i>	54
<i>Section 13: Conflict of Loyalty</i>	55
<i>Section 14: Garda Vetting</i>	55
<i>Section 15: Children’s First Act 2015</i>	59
<i>Section 16: Company Registration office: B10 Form</i>	59
<i>Section 17: Beneficial Ownership of Charities Regulation</i>	63
<i>Section 18.1: Reserves Policy</i>	64
<i>Section 18.2: FirstLight Investment Policy</i>	67
<i>Section: 18.3: FirstLight Risk Assessment Policy</i>	68
<i>Section: 18.4: FirstLight Bribery Policy</i>	69
<i>Section 18.5 FirstLight Financial Management Process</i>	72
<i>Section 18.6: Media Relations Policy</i>	86
<i>Section 18.7: Reviewing Service Performance</i>	87
<i>Section 19: FirstLight Employee Handbook</i>	88
<i>Section 20: Working at Home Hybrid Policy and Procedures</i>	161
<i>Section 21: FirstLight Clinical Manual</i>	166

Induction and Policy Manual

<i>Section 23: FirstLight's Protocol for Selection and Appointment of Outsourced Therapists/Counsellors (Independent Contractors)</i>	267
<i>Section 24: Protocol to Manage Increased Caseload</i>	269
<i>Section 25: FirstLight Lone Working Policy Guidelines</i>	270
<i>Section 26: Home Visits Protocol Post COVID-1</i>	276
<i>Section 27: Suicide, Self-Harm and Self Injury Intervention Policy</i>	279
<i>Section 28: Trustee Appraisal Form</i>	288
<i>Section 29: Firstlight Complaints Policy</i>	289
<i>Section 30: Child Safeguarding Statement</i>	293
<i>Section 31: Donor Charter</i>	295
<i>Section 32: Fundraising Policy</i>	296
<i>Section 33: Public Compliance Policy</i>	301
<i>Section 34: GDPR Policy</i>	302
<i>Section 35: Website Policy</i>	307

Induction and Policy Manual

INTRODUCTION FROM CHAIRPERSON

Thank you for your support and interest in the work of FirstLight.

Established in 1996 as Irish Sudden Infant Death Association, or ISIDA for short, the organisation has worked with considerable success to promote research into the cause of Sudden Infant Death Syndrome (SIDS), to reduce its incidence, and to support families following the devastating experience of the sudden, unexpected death of their child. The organisation now provides professional counselling and psychotherapeutic services to families that have suddenly lost their child up to 18 years of age. The organisation rebranded in 2014 and adopted the name FirstLight to reflect more clearly its remit and values.

FirstLight is committed to the maintenance of appropriate policies, processes and procedures to help direct and manage the organisation and to support the delivery of high quality and valued services. Included between these covers are the key policies and procedures adopted by FirstLight. They are reviewed periodically and revised and added to - to ensure currency and relevance.

All suggestions for improvement will be seriously considered.

Yours sincerely

Oliver Blackwell,
Chairperson



Induction and Policy Manual

SECTION 1: ABOUT FIRSTLIGHT

The Irish Sudden Infant Death Association (ISIDA) was established as a company limited by guarantee in 1976. The company is a registered charity and a national organisation with members throughout the country. It is affiliated to SIDS International, a worldwide federation of Sudden Infant Death Syndrome Parents Associations and the Global Strategy Task Force.

The Association re-branded to FirstLight in 2014. Some 42 years following its establishment, FirstLight is the only organization in the State, either within or outside of the State services system, providing professional crisis intervention, counselling and therapeutic services to families who lose a child or young person suddenly.

Professional Support Services

FirstLight offers free professional support and provides information to families in Ireland that have experienced the sudden, unexpected death of their child if aged from 0 to 18 years.

A person's normal coping mechanisms are often disrupted by the sudden death of a child. The intensity of emotion can be overwhelming, affecting a person cognitively, physically and behaviourally. Disruption in sleep can fray one's ability to cope, making everyday tasks difficult. Some people experience flashback and intrusive thoughts and images. Feeling lost, hopeless, numb or distressed can be very frightening.

FirstLight is a trauma-informed organisation, offering a National 24-hour Helpline service, Crisis Intervention and a Psychotherapy service. Our services are provided nationwide by our team of professionally accredited, fully insured and Garda vetted psychotherapists and counsellors. Our team members are professionally trained to provide support to clients experiencing trauma associated with the sudden death of their child. All of our services to families are free of charge and confidential.

Home Visits

As soon as FirstLight receives a referral, and provided the permission of the family is agreed, contact will be made with the family to arrange a home visit. Home visits are provided to bereaved parents, usually in the comfort and privacy of their own home. The visit is undertaken by a professionally trained psychotherapist who is also trained in Critical Incident Stress Management.

The home visit gives parents an opportunity to speak about their child's death and share their experience with a professional who can create a safe, contained environment. Usually, reactions that are causing fear and distress are normalised, and parents can ask any questions they may have about the grieving process.

They will be informed of the services provided by FirstLight and the support options available to meet their needs. There is no obligation to use FirstLight's services; they will be made available if and when family members are ready to engage in them.

Induction and Policy Manual

Couple Therapy

Although the grief being experienced will feel the same, how each individual processes and copes with it will differ. Some couples wish to go to therapy together to have a safe space to talk about their experience of their child's death. Couple therapy offers couples a contained and safe space to explore together the impact of their child's death on each other and on their relationship; it facilitates exploration of ways to understand and support each other through their individual grief, and what each individual needs within the relationship to help the healing process.

Individual Psychotherapy

When a child dies suddenly, the grief can feel very lonely, and it can feel like no one understands. The emptiness can feel unbearable. There is often a fear of burdening others or a fear of making them upset. Yet, the pain of the sudden death of a child can feel too heavy to carry alone. It can be challenging to explore and process and feel this grief alone because it can often feel relentless. Disturbed sleep and longing to see and be with your child again, can make you feel like you are teetering on the edge. Feelings of panic and dread can be debilitating. All of these feelings are normal for the type of grief you are experiencing.

Psychotherapy offers a safe, supportive space to explore your grief and to process it, making it easier to make sense of how you are feeling and what you are experiencing. The fear of the intensity of the pain is reduced when it is held and witnessed by another. It is often challenging to self-regulate emotionally when the body and mind are suffering. Psychotherapy offers a regulating space which builds the resilience to work through this unique grief.

Play Therapy

Sibling loss invokes a unique kind of grief. The impact on the surviving child will be different, depending on their developmental stage. The pain the child feels will be intense and will usually not make sense and be confusing. Children will build their defences around how they make sense of the death of their sibling and fit it into their narrative in a way in which they can cope with it. This process is natural and essential for the child to survive the trauma. The sibling's world has changed, and this can bring with it fears, self-blame, intrusive thoughts or thoughts that make meaning and sense of what happened even if not related to what actually happened. Anger, frustration and pain can be hard for the child to manage. Also, the longing for their sibling can feel very strong.

A parent's instinct is to help their child and get them help before they get help for themselves. The truth is that children don't exist in isolation, like adults, and they need their family to function to feel safe. It is important that parents look after their own emotional wellbeing first, in this case, to facilitate their child's grieving process. As children look to their parents for permission to grieve, through a parent's grieving process, a parent teaches their child how to grieve.

Play therapy is a service provided by FirstLight and is usually not offered within the first 6 months following the bereavement. When a child is referred for therapy, it is important that at least one parent has attended therapy themselves beforehand. This will make the process for the child and parent easier.

An exception to this approach is considered in instances where a child is extremely distressed or suffering in a way that requires an earlier intervention.

Induction and Policy Manual

National 24-Hour Helpline 1800 391 391

FirstLight provides an empathic, compassionate, friendly service by fully qualified psychotherapists, via its National 24-Hour Helpline, 1800 391 391.

It is a safe place to call and share your story.

The service supports callers in crisis; provides information; provides psychoeducation related to a sudden bereavement; and responds to queries one might have on the death of a child or the services provided by FirstLight.

Facebook Peer Support Groups

FirstLight's online peer support groups are closed private groups providing the opportunity for bereaved mothers and fathers to connect with other mothers and fathers who are also grieving. These groups are monitored by an administrator and are a safe place for bereaved parents to share their stories, seek support from others and connect in their shared pain.

Critical Incident Stress Management (CISM) Debriefing Service

A number of FirstLight's therapists have additional training in Critical Incident Stress Management (CISM). A CISM Debriefing service is available in the aftermath of a critical incident involving the sudden death of a child or children, within a school, crèche, club, or for any blue light organisation involved in the incident that requires an autonomous outsourced intervention.

FirstLight will make available onsite two CISM certified psychotherapists to provide:

- Individual crisis intervention
- Onsite triage
- Defusing services
- Crisis management briefings
- Debriefing services, and
- Employee Assistance Programme (EAP) services.
-

For further information about FirstLight's CISM Debriefing service and costs, please contact FirstLight's Clinical Director on 1800 391 391.

FirstLight is a Member of CISM Network Ireland.

Induction and Policy Manual

FirstLight's Website

FirstLight's website includes up to date information on the organisation's services and history. It provides links to useful information, and a means to contact FirstLight via its video counselling facility, Tawk.to. The video counselling facility enables FirstLight's team of counsellors and psychotherapists to meet virtually with bereaved family members, provide counselling and psychotherapy sessions, chat with clients about their concerns, and respond to questions. These services are provided in a secure, safe and virtual space and clients can avail of these services from the comfort of their own homes. Like FirstLight's Face to Face services, these online services are provided free of charge.

How to Contact FirstLight

Contact can be made with the FirstLight team by frontline professionals, family members, or concerned friends or relatives. This can be done by phone (1850 391 391), by email (info@firstlight.ie), or through the FirstLight Facebook Page messenger or by post (FirstLight, Carmichael Centre, 4 North Brunswick Street, Dublin 7, D07 RHA8). While not essential, it is helpful if contact is accompanied by a completed Referral Form, available for download from FirstLight's website, www.firstlight.ie

Induction and Policy Manual

SECTION 2: FIRSTLIGHT CONSTITUTION

COMPANIES ACT 2014



COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

CONSTITUTION

-of-

Irish Sudden Infant Death Association CLG

MEMORANDUM OF ASSOCIATION

1. **Name**

The name of the Company is Irish Sudden Infant Death Association CLG, company limited by guarantee.

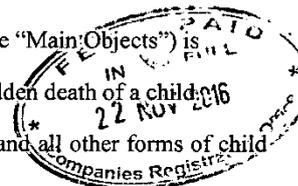
2. **Company type**

The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

3. **Main Objects**

The main objects for which the Company is established (the "Main Objects") is

- a) To support, help and comfort those bereaved by the sudden death of a child.
- b) To increase public awareness of Sudden Infant Death and all other forms of child death, to include accidental death.
- c) To promote education and training for those persons or organisations involved in supporting, helping and comforting those bereaved by the sudden death of a child.
- d) To promote, educate and foster research into the death of all children.
- e) To preserve, foster and encourage the National Paediatric Mortality Register.



Induction and Policy Manual

4. **Subsidiary Objects**

As objects incidental and ancillary to the attainment of the Main Objects, the Company shall have the following subsidiary objects:

- a) To provide expert advice, consultancy services, courses of instruction, tuition, lectures, meetings of parents and interested persons, discussion groups, exhibitions, printed matter and literature in relation to or in furtherance of the Main Objects of the Company.
- b) To promote research into subjects related to child mortality (up to the age of sixteen) and similar subjects and to educate and influence public opinion by all lawful means.
- c) To educate and train persons in the care and treatment of persons affected by the death of a child.
- d) To employ psychotherapists, psychological, medical, nurses and all other necessary persons to provide and supply such treatments and such equipment, supplies and appliances as may be required for the purposes of the Company.
- e) To employ researchers, administrators, instructors, teachers, demonstrators and all other necessary staff to carry out the objects of the Company.
- f) To provide care, nursing, accommodation (hospital or otherwise), occupational and physical therapy, education, technical and vocational training for any persons affected by the death of a child, either in the homes of such persons or elsewhere as the Company may think fit.

5. **Powers**

The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the Main Objects and which powers may only be exercised in promoting the Main Objects. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Objects:

- 5.1 To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Objects, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- 5.2 To undertake, accept, execute and administer, without remuneration, any charitable trusts.

Induction and Policy Manual

- 5.3 To establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its Main Objects.
- 5.4 To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- 5.5 To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 5.6 To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Objects.
- 5.7 Subject to clause 6, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Objects.
- 5.8 To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
- 5.9 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- 5.10 To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the promotion, protection or encouragement of its Main Objects and to vary investments.
- 5.11 To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Objects.

Induction and Policy Manual

- 5.12 To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 5.13 To invest and deal with monies and property of the Company not immediately required in such manner as will most effectively provide funds for the advancement and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder.
- 5.14 To invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its Main Objects and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purposes.
- 5.15 To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- 5.16 To draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 5.17 To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
- 5.18 To insure any or all of the Directors against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act, 2009).
- 5.19 To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated

Induction and Policy Manual

- directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- 5.20 To adopt such means of making known the products and/or services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards and donations.
- 5.21 To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- 5.22 To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Objects and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 5.23 To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership whose objects are solely charitable, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of Clause 6 hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.
- 5.24 To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- 5.25 To pay all expenses of and incidental to the incorporation and establishment of the Company.
- 5.26 To carry on alone or in conjunction with others any other trade of business which may in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company in pursuance of the Main Objects.
- 5.27 To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Objects.

Induction and Policy Manual

- 5.28 To establish and maintain links with international and national organisations having similar objectives.
- 5.29 To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Objects.
- 5.30 To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- 5.31 To use the trading name FirstLight and National Paediatric Mortality Register.

PROVIDED THAT:

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- (b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.

6. Income and Property

- 6.1 The income and property of the Company shall be applied solely towards the promotion of Main Objects as set forth in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company.
- 6.2 No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
 - (a) reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;
 - (b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;
 - (c) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;

Induction and Policy Manual

- (d) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
- (e) fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company.
- (f) Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

7. Additions, alterations or amendments

The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

8. Annual Audited Accounts

Annual Audited Accounts shall be kept and made available to the Revenue Commissioners on request.

9. Winding Up

If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

10. Limited Liability

Induction and Policy Manual

The liability of the members is limited.

11. Undertaking to Contribute

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for

- (a) payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and
 - (b) the adjustment of the rights of the contributories among themselves,
- such amount as may be required, not exceeding €1.

Induction and Policy Manual

ARTICLES OF ASSOCIATION

-of-

Irish Sudden Infant Death Association CLG

PRELIMINARY

1. In these Articles, unless there is something in the subject or context inconsistent herewith:

The "Act" means the Companies Act, 2014.

The "Company" means Irish Sudden Infant Death Association CLG.

The "Directors" means the members for the time being of the board of directors of the Company and "Director" shall be construed accordingly.

The "Secretary" means any person appointed to perform the duties of the Secretary of the Company.

The "Seal" means the Common Seal of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other modes of representing or reproducing words in visible form.

MEMBERS

2. For the purposes of registration the number of members of the Company is taken to be four (4) but the Company may from time to time register an increase of members.
3. The members of the Company shall be (i) the subscribers to the Memorandum of Association and (ii) such other persons as the Directors shall from time to time admit to membership and as shall sign a written consent to become a member.

RIGHTS OF MEMBERS

4. Membership of the Company is not transferable and shall cease:-
 - (a) on the member's death or bankruptcy;
 - (b) if the member resigns by serving notice in writing to the Directors of the Company at its registered office.

GENERAL MEETINGS

5. The Company shall hold a general meeting in every calendar year as its annual

Induction and Policy Manual

general meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual general meeting and that so long as the Company holds its first annual general meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.

6. All general meetings other than annual general meetings shall be known as extraordinary general meetings.
7. Directors may, whenever they think fit, convene an extraordinary general meeting.
8. If, at any time, there are not sufficient directors capable of acting to form a quorum, any Director of the Company or any member of it may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
9. The Directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10% of the total voting rights of all the members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
10. The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
11. If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 2 months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.
12. Any reasonable expenses incurred by the requisitionists by reason of the failure of directors duly to convene a meeting shall be repaid to the requisitionists by the company and any sum so repaid shall be retained by the company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
13. For the purposes of Articles 10 to 13, the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give such notice of it as is required by Section 181 of the Act.
14. A meeting convened under Articles 10 or 12 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.
15. The chairperson of the board of directors shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he or she is not

Induction and Policy Manual

present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present shall elect one of their number to be chairperson of the meeting.

16. If at any meeting no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.
17. The chairperson may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
18. Unless a poll is demanded in accordance with Article 38, at any general meeting:
 - (a) a resolution put to the vote of the meeting shall be decided on a show of hands; and
 - (b) a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
19. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
20. Subject to section 193 of the Act (as modified by section 1208 of the Act) a resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.

NOTICE OF GENERAL MEETINGS

21. A meeting of the Company, other than an adjourned meeting, shall be called:
 - (a) in the case of the annual general meeting or an extraordinary general meeting

Induction and Policy Manual

- for the passing of a special resolution, by not less than 21 days' notice;
- (b) in the case of any other extraordinary general meeting, by not less than 7 days' notice.
22. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 22, be deemed to have been duly called if it is so agreed by:
- (a) all the members entitled to attend and vote at the meeting; and
- (b) unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company.
23. Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.
24. In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
25. The notice of a meeting shall specify:
- (a) the place, date and time of the meeting;
- (b) the general nature of the business to be transacted at the meeting;
- (c) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and
- (d) with reasonable prominence a statement that:
- (i) a member entitled to attend and vote is entitled to appoint a proxy using the form set out in Section 184 of the Act or, where that is allowed, one or more proxies, to attend, speak and vote instead of him or her;
- (ii) a proxy need not be a member;
- (iii) the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.
26. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

Induction and Policy Manual

VOTES OF MEMBERS

27. Where a matter is being decided (whether on a show of hands or on a poll), every member present in person and every proxy shall have one vote, but so that no individual member shall have more than one vote.
28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.
29. Votes may be given either personally or by proxy. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

PROXIES

30. A member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her. A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.
31. The instrument appointing a proxy (the "**Instrument of Proxy**") shall be in writing –
 - (a) under the hand of the appointer or of his or her attorney duly authorised in writing; or
 - (b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.
32. The Instrument of Proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be deposited not later than the following time:-
 - (a) 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll, 48 hours before the time appointed for the taking of the poll.
33. The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means (as defined in section 2 of the Act) and this Article likewise applies to the depositing of anything else referred to in the preceding Article.

Induction and Policy Manual

34. An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit –

[Name of Company] (the “Company”)

[Name of member] (the “Member”) of [Address of Member] being a member of the Company hereby appoint/s [name and address of proxy] or failing him or her [name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:-

Voting instructions to proxy

(Choice to be marked with an “X”)

Number or description of resolution:	In Favour	Abstain	Against
1.			
2.			
3.			

Unless otherwise instructed, the proxy will vote as he or she thinks fit.

Signature of Member.....

Dated [date]

VOTING ON A POLL

35. At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).
36. A demand for a poll may be made by:
- (a) the chairperson of the meeting;
 - (b) at least three members present in person or by proxy;
 - (c) any member or members present in person or by proxy and representing not less than 10% of the total voting rights of all the members of the Company concerned having the right to vote at the meeting.
37. A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 39, if a poll is demanded it shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at

Induction and Policy Manual

which the poll was demanded.

38. A poll demanded with regard to the election of a chairperson or on a question of adjournment shall be taken forthwith.
39. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that on which a poll is demanded may be proceeded with pending the taking of the poll.
40. The instrument appointing a proxy to vote at a meeting of the Company shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of Articles 37 and 38, a demand by a person as proxy for a member shall be the same as a demand by the member.
41. On a poll taken at a meeting of the Company or a meeting of any class of members of the Company, a member, whether present in person or by proxy, entitled to more than one vote need not, if he or she votes:-
 - (a) use all his or her votes; or
 - (b) cast all the votes he or she uses in the same way.

DIRECTORS

42. The number of the Directors shall be not less than four (4) and unless and until determined by the Company in general meeting, not more than twelve (12). The first Directors shall be the persons named in the statement delivered to the Registrar of Companies pursuant to Section 22 of the Act.
43. No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director, or on any Committee of the Directors to which the Directors may delegate powers under Article 64. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.
44. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as the Company in general meeting may (by special resolution) give. No such direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
45. Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any

Induction and Policy Manual

regulations that may be imposed on it by the Directors.

46. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
47. The Company shall cause minutes to be entered in books kept for the purpose:-
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings at all meetings of the Company and, of the Directors and of committees of the Directors.

POWERS OF ATTORNEY

48. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

DISQUALIFICATION OF DIRECTORS

49. In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

ROTATION OF DIRECTORS

50. At the first Annual General Meeting of the Company, all the Directors shall retire from office and at the Annual General Meeting in every subsequent year, one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
51. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
52. A retiring Director shall be eligible for re-election.
53. The Company, at a meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default of the Company doing

Induction and Policy Manual

- so, the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless (a) at such meeting it is expressly resolved not to fill such vacated office; or (b) a resolution for the re-election of such Director has been put to the meeting and lost.
54. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than three nor more than twenty one days before the date appointed for the meeting, there has been left at the Company's registered office (a) notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such a person for election, and (b) notice in writing signed by the person concerned of his willingness to be elected.
 55. The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
 56. The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these articles or in any agreement between the Company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the Company.
 57. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 57. Without prejudice to the powers of the Directors under Article 59, the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director.
 58. The Directors may at any time appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors of the Company shall not at any time exceed the number, if any, provided for in these Articles. Any Director so appointed shall hold office only until the next annual general meeting, and shall then be eligible for re-election.

PROCEEDINGS OF DIRECTORS

59. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the chairperson shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who, being resident in the State, is for the time being absent from the State.
60. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be four (4).
61. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the

Induction and Policy Manual

- Act as the necessary quorum of Directors, the continuing Directors or director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
62. If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairperson of the meeting.
 63. The Directors may delegate any of its powers to Committees consisting of such member or members of the Directors and such other persons as they think fit, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors.
 64. The Directors may appoint the chairperson of any Committee; if no such chairperson is elected, or if at any meeting of a Committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.
 65. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and when there is an equality of votes, the chairperson shall have a second or casting vote.
 66. All acts done by any meeting of the Directors or by any person acting as a member of the Directors or any Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.
 67. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution in writing may consist of several documents in the like form, each signed by one or more of the Directors and for all purposes shall take effect from the time when it was signed by the last director.
 68. A meeting of the Directors or of a committee established by the Directors may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and –
 - (a) a Director or member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
 - (b) such a meeting shall be deemed to take place –
 - (i) where the largest group of those participating in the conference is assembled;

Induction and Policy Manual

- (ii) if there is no such group, where the chairperson of the meeting then is;
- (iii) if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

SECRETARY

- 69. The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
- 70. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

SEAL

- 71. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be
 - (a) signed by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; and
 - (b) be countersigned by the Secretary or by a second Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them.

ACCOUNTS

- 72. The Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
- 73. The accounting records shall be kept at the registered office or, subject to Section 283 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act.
- 74. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to the inspection of its members not being Directors. No member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors or by the Company in general meeting.

Induction and Policy Manual

75. The Directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company, the Directors' report in relation to it and the statutory auditor's report on those financial statements and Directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.
76. A copy of the statutory financial statements of the Company, the Directors' report in relation to it and that statutory auditor's report on those financial statements and Directors' report shall, not less than twenty one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

AUDIT

77. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

NOTICES

78. A notice may be given by the Company to any member either personally or by sending it by post or electronic means (as defined in section 2(1) of the Act) to the member at his or her registered address or email address (or, if not so registered, then to the address or email address of the member last known to the Company). Section 218(5) of the Act shall apply.

Induction and Policy Manual

We, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this constitution.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

John R. Moriarty, 10 Acorn Road, Dublin 16. Computer Manager
 James Fitzgerald, 10 Granville Pt, Blackrock, Co. Dublin Accountant
 Linda Barry, 34 Sycamore Rd, Dundrum, Dublin 16 Teacher
 Richard John Lynch, NEWLANDS HSE, DUBLIN CO. DUBLIN. FARMER & CO DIRECTOR
 Gerald H. Cooke, Merrick House, Sunday Hill, Co. Wick. Limited Participation.
 M. A. Walsh, 6177 Merrion Av. Blackrock Co. Dublin. Consultant P. U.S. Int.
 Victoria P. Coffey, 74 Cooper Rd. Rathfriland, Co. Wick. Practitioner

Dated the 6th day of February 1985
 Witness to the above Signatures: —

Patrick McEllanor
 Solicitor
 29 South Frederick Street
 Dublin 7.

Induction and Policy Manual

SECTION 3: FIRSTLIGHT'S VISION, MISSION, AND VALUES

FirstLight's Vision

The sudden loss of a child is one of the most unimaginable pains a family can experience. Every year in Ireland children die suddenly, unexpectedly and often without explanation. It is FirstLight's vision that any parent or family that is suddenly bereaved will be treated with compassion and will be impacted positively through access to timely crisis intervention, professional counselling and therapeutic services.

FirstLight's Mission

FirstLight's mission is to support delivery of appropriate, professional and timely support services to bereaved parents and family members.

FirstLight's Values

Compassion, empathy, respect and hope govern FirstLight's work.

Induction and Policy Manual

SECTION 4: FIRSTLIGHT STRATEGIC PLAN 2022-2024

FirstLight's Vision

The sudden loss of a child is one of the most unimaginable pains a family can experience. Every year in Ireland children die suddenly, unexpectedly and often without explanation. It is FirstLight's vision that any parent or family that is suddenly bereaved will be treated with compassion and will be impacted positively through timely access to crisis intervention and professional/clinical therapeutic services.

FirstLight's Mission

FirstLight's mission is to support delivery of appropriate professional/clinical therapeutic services to suddenly bereaved parents and family members in Ireland.

FirstLight's Values

Compassion, empathy, respect and hope govern FirstLight's work.

FirstLight's Strategic Goals 2022 – 2024

1.	To meet the needs of all families who are suddenly bereaved of a baby, infant or child who require professional/clinical therapeutic services in Ireland.
2.	Services meet best practice standards
3.	First encounters with suddenly bereaved families are treated appropriately and with compassion
4.	Assure the financial viability of the organisation so that it can meet timely the demand for its services.
5.	Effective and Efficient utilisation of resources support Services provision

Actions enabling delivery of FirstLight's Strategic Goals

Enabler	Key Actions
Building and Developing FirstLight by:	Assessing the size/scale of need for FirstLight's services.
	Assessing FirstLight's operational elasticity to: an increase in service demand; the operational impact of service demand, and the viability of meeting ongoing the level of service demand.
	Developing the capacity of FirstLight - its people, processes and services to reflect an anticipated increased demand for services in the future.
	Developing and diversifying the funding portfolio.
	Reviewing FirstLight's brand, marketing and communications to ensure they support delivery of the strategy.

Induction and Policy Manual

	Complying with good governance practice.
Developing and Enhancing Engagement with our Stakeholders through:	Collaboration, where appropriate, with bereavement support charities, blue light services and State agencies to develop step-down and peer led supports for FirstLight clients.
	Implementation of a Stakeholder Communication and Engagement strategy and plan.
Developing our Research, Evaluation and Monitoring capacity to:	Support research with key stakeholders to gain: <ul style="list-style-type: none"> ○ independently sourced feedback from service users, ○ understanding of awareness/perception of the FirstLight brand, ○ usefulness of FirstLight marketing and communications; and ○ interest in volunteering with FirstLight. <p>Confirm the scale of need for FirstLight's services.</p>
	Establish a baseline of organisational KPIs and metrics to measure, document, and communicate impact more effectively.

Strategic Objectives and Actions to Deliver Strategic Goals.

STRATEGIC GOAL 1: Timely Provision of Therapeutic Services that have a Beneficial Impact on Suddenly Bereaved Families		
Objectives	Actions	Measures
Timely contact with families following referral	Monitor time between referral and first contact with family	Initial contact is made within 3 days.
Deliver client centred services from locations or via channels easily accessible to suddenly bereaved families.	Maintain counselling room/s within the Carmichael Centre or in similar location/s. Maintain good geographical spread of outsourced counsellors. Offer face to face, tele and online counselling options.	90 per cent of counties covered by outsourced counsellors on FirstLight's Register. Counselling staff offer face to face, tele and online therapy channels to clients. 90 per cent of outsourced counsellors offering clients all therapy channels.
Services delivered have a positive, beneficial impact	Review use of current client assessment tools and client outcomes. Commission research of key stakeholders to gain independently sourced feedback from service users.	Implementation of recommendations from review. Implementation of recommendations/findings from stakeholder research.

Induction and Policy Manual

STRATEGIC GOAL 3: First Encounters treated appropriately and compassionately		
Objectives	Actions	Measures
Suddenly bereaved families are not negatively impacted by inappropriate communication and actions.	<p>FirstLight representative on National Working Group overseeing Implementation of National Bereavement Standards.</p> <p>Support the provision of training to enhance frontline professionals' communications skills.</p> <p>Support and participate in, as appropriate, the development and roll out of Maternity Patient Experience Surveys.</p> <p>Communicate tips on appropriate communication via FirstLight's communication platforms and channels.</p>	<p>Participation in National Oversight Working Group meetings.</p> <p>Advocacy for implementation of actions identified in Maternity Hospital Audits, Patient Experience Surveys and annual Standards Reports.</p> <p>Feedback to FirstLight from bereaved family members and other stakeholders, via research and anecdotally.</p> <p>Articles containing tips on appropriate communication are published via FirstLight's communication platforms and channels.</p>
Suddenly bereaved families are not isolated	<p>Offer a Home Visit, or depending on the family's preference, a virtual Home Visit service.</p> <p>Offer additional services.</p> <p>Provide information to members of the public on the do's and don'ts in relation to contact and communication with suddenly bereaved families.</p> <p>Distribute a regular Newsletter to all family members.</p> <p>Maintain a vibrant social media channel.</p> <p>Maintain and support vibrant private Facebook groups.</p>	<p>Extent of services in place to reduce isolation:</p> <p>Home visits when preferred by client families;</p> <p>Availability of one to one or couple therapy service;</p> <p>Availability of child and adolescent therapy service.</p> <p>Evidence of communication through appropriate channels (digital and paper) of advice on how one might support a bereaved relative, friend or neighbour.</p> <p>Newsletter open rates monitored; feedback reviewed and acted upon.</p> <p>Evidence of engagement of members and their provision of support for each other.</p> <p>The number of Facebook followers increased by 2,000.</p>

Induction and Policy Manual

	Support and promote <i>Mile in Memory</i> Remembrance Walks throughout the country.	Other relevant digital communication channels introduced, e.g. Instagram. Support 14 Mile in Memory Walks p.a.
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STRATEGIC GOAL 4: Effective and Efficient utilisation of resources		
Objectives	Actions	Measures
Partner/collaborate where appropriate to avoid duplication and enhance efficiency.	<p>Provide continued support for initiatives/networks to improve bereavement services signposting (e.g. participation in the HSE National Bereavement Standards initiative and IHF Bereavement Signposting service initiative.</p> <p>Maintain a watching brief in relation to the operating environment and maintain contact with other bereavement support organisations.</p> <p>Explore opportunities with other bereavement support organisations for a 'step down' or 'step up' service for bereaved families.</p>	<p>Evidence of increased understanding of services provided by FirstLight</p> <p>Evidence of appropriate referrals to/from FirstLight and other agencies.</p> <p>Evidence of sharing of resources where appropriate</p> <p>Evidence of FirstLight's collaborative activities and participation in bereavement support networks.</p>
Develop stronger regional presence	Ensure information re. FirstLight's services is available in all hospitals, to Tusla personnel and other relevant organisations.	<p>(i) Periodic review of FirstLight's hospital and other frontline services database to ensure it is current.</p> <p>(ii) Periodic distribution of FirstLight information resources to frontline professionals.</p>

Induction and Policy Manual

STRATEGIC GOAL 5: Ensuring the Financial Viability of FirstLight		
Objectives	Actions	Measures
Diversity and increase income	<p>Develop quantum of State grant support.</p> <p>Develop a comprehensive funding strategy to support building out of funding pathways for: State, corporates, trusts, local organisations, and the general public.</p> <p>Consider establishment of a 'contribute what you can' payment option.</p>	<p>Maintain and increase SSNO, Tusla and HSE grants to fully cover the cost of FirstLight's core posts.</p> <p>Council has appropriate skills and experience amongst its members.</p> <p>Fundraising ambassadors are in place regionally</p> <p>Engagement with trusts and corporates re. funding opportunities and income increased from these sources.</p> <p>Development and execution of landmark fundraising event.</p> <p>New methods of donation (via legacies, direct debits etc) are in operation.</p> <p>Growth in usage of online channels for donation purposes.</p>
	<p>Review FirstLight's branding and messaging to effectively communicate FirstLight's mission, services and impact.</p>	<p>Refine high-level description of services provided by FirstLight.</p> <p>Develop and execute brand awareness plan.</p>

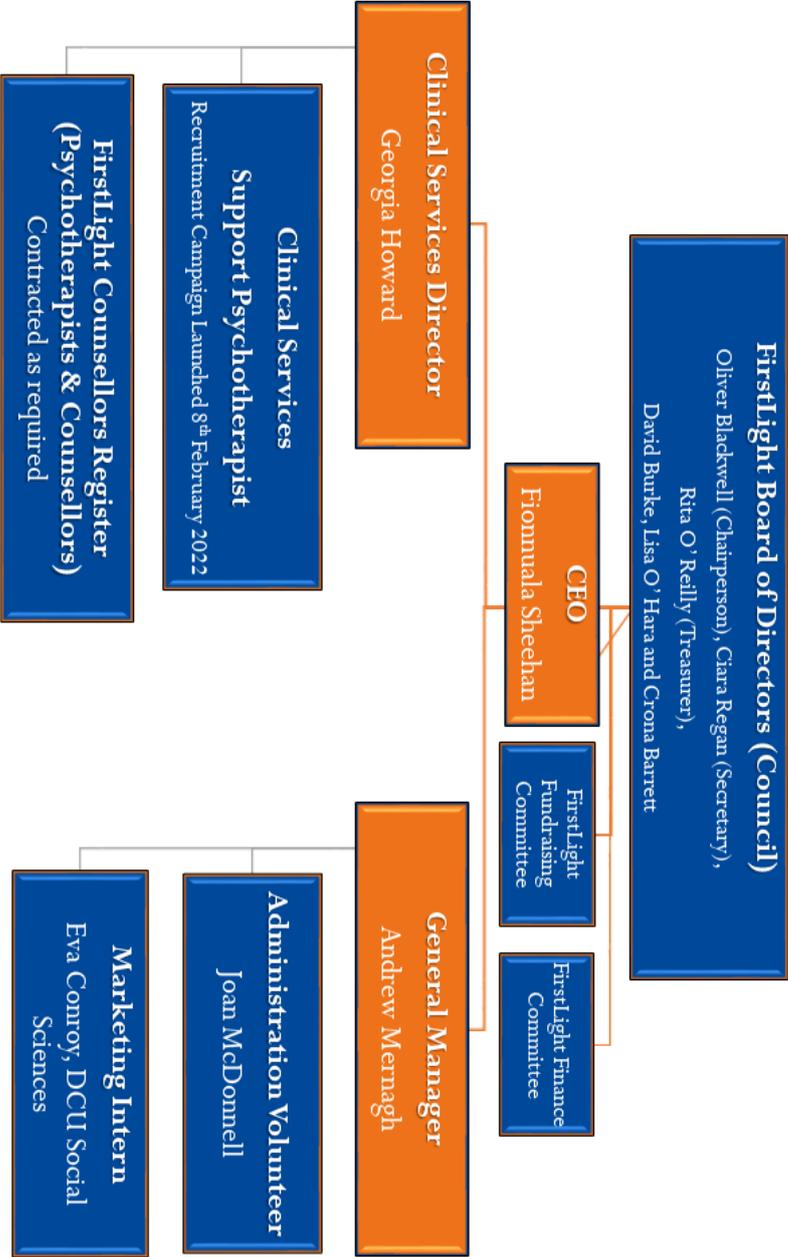
Induction and Policy Manual

Major Risks and Challenges		Actions to Mitigate/reduce
1.	Securing sustainable funding on a year on year basis e.g. loss of funding from a statutory provider (Pobal, Tusla, HSE); insufficient and unpredictable level of funds from non-statutory sources.	<p>Actively apply for relevant statutory grants and honour grant criteria.</p> <p>Maintain substantial level of reserves to counterbalance absence of Working Capital line, alleviate income generation uncertainty and maintain duty of care to clients who have commenced programme of therapy.</p> <p>Proactively seek to secure additional lines of income/funding and build on progress made to diversify income sources.</p>
2.	Insufficient capacity to manage demand and ensure the delivery of quality, client centred services.	<p>Ongoing research of need for services and of operational elasticity to an increase in service demand.</p> <p>Enhancing the capacity and capability of the organisation to respond to service demand in line with resources.</p> <p>Collaborate with other bereavement support organisations where appropriate to meet clients' needs efficiently and effectively.</p> <p>Implementation of Waiting List Protocol if required to manage service demand.</p>

Approved by FirstLight Council 8 February, 2022

Induction and Policy Manual

SECTION 5: ORGANISATIONAL STRUCTURE



Induction and Policy Manual

SECTION 6: SCHEDULE OF MATTERS RESERVED TO THE BOARD OF FIRSTLIGHT

Reviewed February 8, 2022

The Board of Directors may delegate such of its powers as it sees fit to either a Board subcommittee, management, the Chairman or to the Chief Executive Officer, to ensure the orderly, efficient and effective running of FirstLight's affairs. Notwithstanding that structure, certain matters are reserved for decision by the Board of Directors as follows:

1.0 Regulations and Control

1.1 Responsibility for registering Irish Sudden Infant Death Association t/a FirstLight (the Company) and providing further relevant information, as requested, to the Statutory Authorities, the Companies Registration Office and the Revenue Commissioners where appropriate, or to advise if the Company ceases to exist.

1.2 Approval of recommendations to change/amend the Company's governing document, subject to the approval of the Charity Regulator, where applicable.

1.3 Approval of standing orders (by-laws).

1.4 Suspension of standing orders (by-laws).

1.5 Alteration and amendment of standing orders (by-laws).

1.6 Ratify any urgent and joint decisions taken by the Chair, Chief Executive Officer or board sub committees.

1.7 Approve a scheme of delegation of powers from the Board of Directors to subcommittees and their terms of reference.

1.8 Require and receive the declaration of Directors' interests that may conflict with those of the Company and determining the manner in which such conflicts will be managed.

1.9 Require and receive the declaration of interests of senior management that may conflict with those of the Company.

1.10 Approve arrangements for dealing with complaints.

1.11 Adopt/review/amend the organisational, management and control structures, processes and procedures required to further the aims of the Company's objects.

1.12 Receive reports from sub-committees, and agree/reject any recommendations presented to the Board of Directors.

1.13 Authorise use of the seal.

2.0 Strategy and Budgetary Matters

2.1 Responsibility for the overall management of the Company ensuring compliance with the Company's objects.

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Registered Charity No. CHY7716

Induction and Policy Manual

- 2.2 Approval of the Company's long term objectives and strategy to achieve such objectives.
- 2.3 Approval of the annual operating and capital expenditure budgets and any material changes to them.
- 2.4 Oversight of the Company's operations ensuring competent and prudent management, sound planning, an adequate system of internal control and risk management, adequate accounting and other records, compliance with statutory and regulatory obligations.
- 2.5 Monitor and overview the performance in the light of the Company's strategy, objectives, business plans and budgets and ensuring that any necessary corrective action is taken.
- 2.6 Any decision to cease to operate all or any material part of the Company's functions.
- 2.7 Approve/reject proposals for the acquisition/disposal of land/buildings, or change in its use, following the receipt and consideration of professional guidance.
- 2.8 Approve disposal of other assets with an estimated realisable value in excess of €20,000.
- 2.9 Approve any individual item of expenditure in excess of €5,000 (excluding VAT).
- 2.10 Approve fundraising and income generation programme strategies. Subsequent associated projects not materially different from the programmes do not need to be individually approved by the Board.
- 2.11 Authorise delegated powers and limitations to the Chief Executive Officer and other members of the senior management team, where appropriate.
- 2.13 On winding down, approve the transfer of the Company's assets in line with the companies Memorandum and Articles of Association to another charity with substantially similar objects.

3.0 Corporate Structure

- 3.1 Major changes to the Company's corporate structure
- 3.2 Changes to the Company's management and control structure.

4.0 Audit arrangements and financial reporting

- 4.1 Consideration of the external auditors, in line with legal requirements and those of the Company's governing document.
- 4.2 Approval of remuneration of external auditors, their re-appointment or removal, in line with legislation and the requirements of the Company's governing document.
- 4.3 Receive and note the annual management letter from the external auditor and agree the proposed course of action, taking into consideration the recommendations of the Finance Committee, where appropriate.
- 4.4 Approval of the annual report and accounts, including the corporate governance statement.
- 4.5 File the annual report and accounts with the appropriate regulator.

Induction and Policy Manual

4.6 Approval of any significant changes in accounting policies or practices.

4.7 Hold an annual general meeting.

5.0 Internal controls

5.1 Ensuring maintenance of a sound system of internal control and risk management including: Receiving and noting reports from the Finance Committee and agree remedial action, where appropriate; undertaking an annual assessment of risk management processes; and approving an appropriate statement for inclusion in the annual report.

6.0 Contracts

6.1 Approval of proposed capital expenditure including approval of overruns.

6.2 Contracts which are material strategically or by reason of size, entered into by the Company in the ordinary course of business including acquisitions or disposals of fixed assets.

6.3 Contracts of the Company not in the ordinary course of business including major acquisitions or disposals.

6.4 The Board and Finance committee are responsible for all investments.

6.5 Approval of all bank borrowings.

7.0 Communication

7.1 Approval of resolutions and corresponding documentation to be put forward to members at a general meeting.

7.2 Approval of press releases concerning only matters decided by the board.

8.0 Board membership and other appointments

8.1 Changes to the structure, size and composition of the Board of Directors.

8.2 Ensuring adequate succession planning for the Board and senior management of the Company.

8.3 Selection of the Chairman, Vice Chairman, Secretary and Treasurer of the Board of Directors.

8.4 Membership and Chairmanship of Board sub-committees.

8.5 Continuation in office of directors at the end of their term of office, when they are due to be re-elected at the AGM and otherwise as appropriate in accordance with the organisation's constitutional documents.

8.6 Appointment of the Chief Executive Officer, including powers, duties and responsibilities, and terms and conditions.

8.7 Continuation in office of any Director at any time, including the suspension or termination of service of the Chief Executive Officer as an employee of the Company, subject to the law and their service contract.

Induction and Policy Manual

8.8 Appointment or removal of the Secretary or Treasurer.

9.0 Remuneration

9.1 Based on recommendations of the Finance Committee, determining the remuneration policy for, and performance evaluation of, the Chief Executive Officer.

10.0 Delegation of Authority

10.1 Reviewing the written Statement of the Division of Responsibilities between the Chairman and the Chief Executive Officer.

10.2 Approval of the Chief Executive Officer's job description.

10.3 Approval of Board sub-committees' terms of reference.

11.0 Monitoring

11.1 Receive and review such reports as the Board requires from the sub-committees and individuals with regard to the use of delegated powers.

11.2 Receive and review reports from the Finance function on the financial performance of the Company against agreed budgets and strategy.

11.3 Receive and review reports from the Chief Executive pertaining to meeting the Company's goals as agreed in the strategic and business plans.

11.4 Ensure all reports received, other than those of Board sub-committees, have been endorsed by the Chief Executive Officer who will be held accountable to the Board for their content.

12.0 Corporate governance matters

12.1 Undertaking a formal and rigorous review of collective Board and Chairman performances and that of its sub-committees.

12.2 Review of the Company's overall corporate governance arrangements.

12.3 Receiving reports on the views of the Company's stakeholders.

12.4 Declaring compliance with the Charities Governance Code 2018.

13.0 Policies

13.1 Approval of all Company policies.

13.2 Determining the Company's adherence to policies set by Authorities or Regulators within the Company's sphere of operation.

14.0 Other Matters

14.1 Approval of the appointment of the Company's principal professional advisers.

14.2 Approval of the appointment of bankers and of bank mandates.

Induction and Policy Manual

14.3 Prosecution, defence or settlement of litigation.

14.4 Approval of the overall levels of insurance for the Company including Directors' and Officers' liability insurance.

14.5 Approval of this schedule of matters reserved for board decisions.

Matters which the Board of Directors considers suitable for delegation are contained in the terms of reference of its sub-committees.

Induction and Policy Manual

SECTION 7: FINANCE COMMITTEE TERMS OF REFERENCE

1 Objectives

The Finance Committee is a Committee of the Board of FirstLight, responsible for all matters relating to the financial affairs of FirstLight and encompassing the areas of strategic financial planning, resource management, financial monitoring and policy related issues.

The Finance Committee will provide timely advice to the Board on areas within its remit.

2 Membership of the Committee

The Committee will be appointed by the Board and will comprise 2 members of the Board. At least one member of the Board will have relevant financial expertise.

Membership of the Committee will normally be for an initial term of three years, with the possibility of an extension of a further three years. The general aim is to change the membership from time to time to ensure an appropriate balance between continuity and fresh perspectives.

3. Finance Committee

The Committee will meet at least quarterly throughout the year, or more frequently if the business requiring its attention should so dictate.

The CEO will act as secretary to the Committee and be responsible for the preparation and distribution of the agenda, papers, minutes and reports following consultation with the Chairperson of the Committee.

An agenda and papers will normally be circulated one week in advance of each meeting via Email.

Meetings require a quorum of 2 of the members.

The Committee may also invite other people to attend meeting(s) of the Committee, as it may from time to time consider desirable, to assist the Committee in achieving its objectives.

The draft minutes of the Finance Committee will be circulated to the Board as soon as possible for noting and/or discussion as necessary. Items, if any, of concern to the Board will be highlighted in the minutes.

The main functions of the Finance Committee are to:

- (i) Develop and review policies relating to the financial management of FirstLight and recommend them to the Board for approval.
- (ii) Review financial policy issues in the context of legislative and regulatory requirements
- (iii) Monitor FirstLight's Financial Strategy arising from FirstLight's Strategic Plan.
- (iv) Monitor and oversee the efficient use of FirstLight's resources.
- (v) Receive monthly Management Accounts and annual reports from the Chief Executive Officer.

Induction and Policy Manual

(vi) Receive reports and report to the Board on internal financial controls to ensure that financial risk management is addressed on an ongoing basis.

(vii) Oversee compliance with the financial elements of the Code of Governance for the Community, Voluntary and Charity sector through the use of financial processes, procedures and controls.

(viii) Monitor the effective application of strategic risk management in the management of FirstLight's finances through reports from the Chief Executive Officer and FirstLight's Auditors.

(ix) Review expenditure on all major projects, from their inception to the settlement of final accounts, in the context of the approved business cases, budgets and programmes.

(x) Receive briefing on relevant legislative and regulatory issues and review arrangements to be established by FirstLight for compliance with relevant legislative, regulatory and Board policies.

FirstLight's Board is ultimately responsible for all matters relating to the property and financial affairs of FirstLight, and may expressly:

- a) Delegate to the Committee such functions as it thinks fit
- b) Grant to the Committee the authority to exercise such functions on its behalf as it thinks fit
- c) Entrust to the Committee such other functions as it thinks fit, and
- d) The Committee may take such decisions as are necessary to exercise such authority, functions and duties.

The Committee will, at least once a year, review its own performance and its terms of reference and will report its conclusions and recommend any changes it considers necessary to the Board.

The attendance record of Finance Committee members will be considered as part of the self-evaluation process.

13 November 2017

Induction and Policy Manual

SECTION 8: FIRSTLIGHT FUNDRAISING SUB-COMMITTEE

TERMS OF REFERENCE

The mandate of the Fundraising sub-committee is to assist FirstLight in planning, co-ordinating and implementing all fundraising activities in support of the delivery of the services and activities of the organisation. In particular, the sub-committee will, on the request of, or with the permission of FirstLight's Council, perform the following tasks:

Objectives

1. Advise the Council on any fundraising matters;
2. Develop a fundraising strategy for the organisation;
3. Monitor and evaluate the strategy once it is adopted;
4. Assist the executive members in their interactions with sponsors/funders;
5. Obtain funds or services in kind.

Sub-committee composition

Any member is eligible to join the sub-committee upon nomination by the Council. A chairperson will be nominated who ideally should be a member of the Council. Individuals who are not members of Council are eligible to be members. The maximum number of participants should be 6 and never less than 3 for decisions to be made; the participants to include the designated member of the Executive with lead responsibility for fund-raising.

Meetings

The Fundraising sub-committee will meet at least 4 times per year, but may meet more regularly at the discretion of the Chairperson.

Reporting Relationship

The sub-committee will report regularly to the Council through the Chairperson of the subcommittee. Any proposals for action to be costed and presented in writing.

A fundraising report will be prepared and presented at the Annual General Meeting.

10 March 2018

Induction and Policy Manual

SECTION 9: ROLE OF THE CHAIRPERSON

Charity trustees are the people who ultimately exercise control over, and are legally responsible for, the charity. Each board of charity trustees should have a chairperson whose duties include:

- Leading the board;
- Ensuring smooth running of board meetings;
- Promoting good governance among fellow charity trustees;
- Providing supervision and support to the manager/CEO (where applicable);
- Acting as a figurehead or spokesperson where required.

The duties and responsibilities of the chairperson are as follows:

To lead the board

Prioritising the governance role:

At meetings of the board, the chairperson must be clear on whether a matter being considered by the board relates to an operational issue i.e. the day-to-day work of the charity, or whether the issue is strategic in nature and thus relates to the longer term plans or governance of the charity.

Ensuring that the charity is managed effectively:

The chairperson must co-ordinate the board of charity trustees to ensure that appropriate policies and procedures are in place for the effective management of the charity. The chairperson should ensure that where the Board delegates authority to carry out any of its functions, to the CEO or other employee of the charity, that such delegations are subject to regular reporting requirements. Delegations of authority by the Board and the associated reporting requirements should be documented, understood and applied.

Driving charity trustee recruitment and succession planning:

Successful recruitment of charity trustees requires thought, planning and effort. It is essential that the chairperson takes the lead in this process. The chairperson will give some consideration to succession planning for both their role as chairperson and other trustees who may be nearing the end of their term of office. The chairperson should also consider how they will be replaced when they step down as chairperson and how new charity trustees with the necessary skills and experience will be recruited.

The chairperson will support new charity trustees through the induction process.

Leading board development:

It is part of the chairperson's role to make sure that the board of charity trustees is operating as effectively as possible. This may involve the induction of new charity trustees and on-going training and development to ensure that all charity trustees understand their role and have the necessary skills to carry it out.

Induction and Policy Manual

To ensure smooth running of board meetings

Preparation:

The chairperson and secretary should agree the agenda ensuring the focus is always on strategy and governance. In all cases the agenda itself should tell the trustees as much as possible about what to expect at the meeting. They will also draw up a calendar of annual items such as agreeing the budget, approving the annual report and financial statements and preparing for the AGM.

Managing the meeting process and behaviour of charity trustees:

The chairperson chairs the board meetings and works through the agenda in a timely fashion, whilst allowing for the necessary discussion and ensure that everyone has an opportunity to speak. Should the need arise, the chairperson will challenge difficult or inappropriate behaviour in an objective manner.

Decision-making:

The chairperson will ensure that all trustees understand what decisions, if taken, will mean for the charity. It may be necessary for the chairperson to put the decision to a vote, in accordance with the charity's governance procedures and/or its constitution. The chairperson will follow up with the trustees on items or actions outstanding throughout the year.

Checking and signing the minutes:

The chairperson should work closely with the secretary and read over the draft minutes prepared after each meeting, before they are circulated to the board in order to correct any major inaccuracies. Minutes are draft minutes until they are approved and signed at the following board meeting by the chairperson.

Supervise and provide support to the CEO

The chairperson will oversee the recruitment process of the CEO and ensure that all steps are taken to find the best possible person for the role. The chairperson and CEO will meet regularly to discuss and agree work priorities. The chairperson will give consideration to succession in the event of the departure of the current CEO.

Acting as figurehead or spokesperson

The CEO is the main spokesperson for the charity. However, there will be certain meetings that require the presence of the chairperson, such as meetings with regulatory bodies including the Charities Regulator, significant funders or politicians. It may also be the case that the media will want a comment from the chairperson if the charity is receiving adverse publicity.

Induction and Policy Manual

SECTION 10: ROLE OF THE SECRETARY

- The secretary is a trustee with a specific role on the board.
- The secretaries' duties include: Administration and compliance;
- Preparing for board meetings;
- Taking meeting minutes;
- Other meetings.

No formal qualifications are required for a secretary of a charity, however, the charity trustees need to satisfy themselves that the person has the skills and resources to perform these duties. As FirstLight is a company, the secretary has additional duties under company law and common law in his or her capacity as a company secretary, for example preparing and filing annual returns with the Companies Registration Office.

The general duties and responsibilities of the secretary are outlined below:

Administration and compliance

The secretary, together with all other charity trustees, are responsible for the efficient administration of a charity, particularly with regard to ensuring compliance with statutory and regulatory requirements.

The role of the secretary includes:

- Maintaining the register of any members, the register of trustees / directors and secretaries, the register of trustees' and secretary's interests;
- Being familiar with the charity's governing document, the legal responsibilities of FirstLight under the Charities Act 2009 and the charity's internal governance rules;
- Helping to ensure that FirstLight files all relevant statutory returns and information with the Charities Regulator (e.g. annual reports, changes to the charity's details and/or trustees' details);
- Ensuring that the board of charity trustees are aware of the requirements to comply with the relevant codes such as the charity's Code of Conduct for Charity Trustees and the Charities Governance Code;
- Ensuring that decisions and actions of the board are accurately recorded and implemented;
- Tracking progress with the FirstLight's risk register/ business plan/ strategic plan and making sure any correspondence for the charity trustees is brought to the attention of the board.

Induction and Policy Manual

Preparing for board meetings. A certain amount of preparation is necessary to ensure that board meetings are as effective as possible. The secretary should assist the Chairperson of the board with the planning of and the agenda for each board meeting.

In this regard, the role of the secretary includes:

- Making sure the timetable of board meetings for the year ahead is agreed;
- Sending out notification of board meetings to the trustees (and others where applicable);
- Working with the Chairperson of the board to set each board meeting agenda, including the management of any agenda items received from other charity trustees;
- Circulation of board papers/pack at least five days in advance of meetings;
- Dealing with any issues the trustees have regarding board papers/pack;
- Checking that a quorum is present (and that it is present throughout the meeting if required) and being aware of any proxy voting arrangements if allowed by FirstLight's governing document;
- Ensuring the venue/room is prepared appropriately for the meeting.

Taking meeting minutes: The role of the secretary includes:

- Taking the minutes at board meetings and maintaining the records of all meeting minutes;
- Keeping a record of all issues discussed, decisions taken and any actions required to implement a decision;
- Working closely with the Chairperson to ensure that the draft minutes are accurate;
- Issuing draft minutes to charity trustees for consideration after board meetings and dealing with any subsequent requests for corrections to be made before they are formally approved;
- Ensuring that minutes are stored safely and are accessible by the Chairperson of the board and any other charity trustee if required.

Other meetings:

The secretary will normally play a support role in setting up and running any Annual General Meeting (AGM) or Extraordinary General Meetings (EGMs) where required. The secretary may delegate some or all of these duties, but responsibility for his or her performance remains with the secretary.

Induction and Policy Manual

SECTION 11: STATEMENT OF DIRECTORS' RESPONSIBILITY

The purpose of this policy is to outline the roles and responsibilities of the Directors (Council Members) of the Company.

The Directors of the Company are responsible for the preparation of the Annual Report and the Financial Statements in accordance with applicable law and Generally Accepted Accounting Practice in Ireland including the accounting standards issued by the Accounting Standards Board and promulgated by the Institute of Chartered Accountants in Ireland and in accordance with SORP, the Statement of Recommended Practice on accounting and reporting for charities

Company Law requires the Directors of the Company to prepare financial statements for each financial year which give an accurate view of the state of affairs of the Company and of the income and expenditure of the Company for that period. In preparing those financial statements, the Directors are required to:

- Select suitable accounting policies and then apply them consistently
- Make judgements and estimates that are reasonable and prudent
- Prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Company will continue in business.

The Directors are responsible for keeping proper books of account which disclose with reasonable accuracy at any time the financial position of the Company and to enable them to ensure that the financial statements comply with the Companies Acts, 2014 and the European Communities Regulations, 1992, as amended from time to time. They are also responsible for safeguarding the assets of the Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Board Leadership

The Company should be led and controlled by an effective board of directors which collectively ensures delivery of its objectives, sets its strategic direction and upholds its values.

- Directors have and must accept ultimate responsibility for directing the affairs of the Company, ensuring it is solvent, well-run, and delivering the outcomes for which it has been set up.
- Directors should focus on the strategic direction of the Company and avoid becoming involved in day to day operational decisions and matters.

Board Accountability

The directors as a board should collectively be responsible and accountable for ensuring and monitoring that the Company is performing well, is solvent, and complies with all its obligations.

- The board must ensure that the Company complies with its own governing documents, relevant laws, and the requirements of any regulatory bodies.

Induction and Policy Manual

- The board should maintain and regularly review the Company's system of internal controls, performance reporting, policies, procedures and the need for an internal audit.
- The board must act prudently to protect the assets, property and the founding objectives of the Company.
- Review the risks to which the Company is subject, and take action to mitigate risks identified.

Board Responsibilities

The board should have clear responsibilities and functions and should compose and organise itself to discharge them effectively.

- Directors should understand their duties and responsibilities and should have a statement defining them.
- The Chairperson should run the board and set its agenda along with the Secretary. The agenda should take full account of the issues and the concerns of all board members. Agendas should be forward looking and concentrate on strategic matters.
- The board should make proper arrangements for the supervision, support, appraisal and remuneration of the Company's personnel.
- The board should organise its work to ensure that it makes the most effective use of the time, skills and knowledge of directors.
- Directors should ensure that they receive the advice and information they need in order to make good decisions.
- The directors should have the diverse range of skills, expertise and knowledge needed to run the organisation effectively.
- Directors should ensure that they receive the necessary induction, training and ongoing support needed to discharge their duties.

Board Review and Renewal

The Board should periodically review its own and the Company's effectiveness, and take any necessary steps to ensure that both continue to work well.

- The board should assess its own performance, that of individual directors, and of sub-committees, standing groups and other bodies.
- The board should have a strategy for its own renewal. Recruitment of new directors should be open and transparent, and focused on creating a diverse and effective board.
- The board should periodically carry out strategic reviews of all aspects of the organisation's work, and use the results to inform positive change and innovation.

Board Delegation

The Board should set out the functions of subcommittees, officers, the chief executive, other staff and agents in clear delegated authorities, and should monitor their performance.

- The board should define the roles and responsibilities of the chair and other honorary officers, in writing.

Induction and Policy Manual

- The board should ensure that staff, volunteers and agents have sufficient delegated authority to discharge their duties. All delegated authorities must have clear limits relating to budgetary and other matters.
- The board should set clear terms of reference for subcommittees, standing groups, advisory panels.
- All delegated authorities must be subject to regular monitoring by the Board.

Board and Directors

Integrity: The Board and individual directors should act according to high ethical standards, and ensure that conflicts of interest and conflicts of loyalty are properly dealt with.

- Directors are precluded from making any personal profit from their roles as board members and ensure that no conflict of interest or conflict of loyalty arises between their own personal interests and those of the Company.
- There should be clear guidelines for receipt of gifts or hospitality by directors.
- The board should provide directors with clear guidelines as to their collective standard of behaviour, responsibilities and best practice in fulfilling their obligations.

Board Openness: The Board should be open, responsive and accountable to its users, beneficiaries, members, partners and others with an interest in its work.

- The board should identify those with a legitimate interest in its work (stakeholders) and ensure that there is a strategy for regular and effective communication with them about the organisation's achievements and work.
- The board should be open and accountable to stakeholders about its own work, and the governance of the organisation.
- The board should encourage and enable appropriate engagement of key stakeholders, such as funders and beneficiaries, in the Company's planning and decision-making.

The board needs to develop clear objectives and measures of performance.

The board, made up of the Chairman and directors has authority for, and is accountable to, the members and the public at large for ensuring that the Company is appropriately managed and achieving the strategic objectives agreed by the Board.

The Board discharges these responsibilities by supervising the overall budgetary planning and strategies. The Board reviews the company's internal controls and risk management policies and approves its governance structure. It further appraises and approves major financing, investment and contractual decisions in excess of defined thresholds. In addition to these, the Board evaluates and monitors the performance of the Company as a whole.

The Board must also monitor the key significant risks facing the Company. At all times, the Board acts collectively.

Induction and Policy Manual

Directors sit on the Board of Directors and manage the Company's business on behalf of its members. They have statutory duties under Company Law and Insolvency legislation. The directors act collectively and their duties are specifically set out in the Articles of Association and the Companies Acts. Directors and, in turn, the Board provide leadership of the Company. Acting collectively, they must ensure the Company delivers what it was set up to achieve, upholds its values, remains solvent and is properly managed. The Board of Directors should meet regularly (approximately six times per year).

A director can be appointed for a fixed term after which he/she will retire, though he/she can be re-appointed. Best practice recommends potential directors considering joining the board of the Company should carry out a due diligence on the state of the Company's affairs. The Company is committed to operating in compliance with the Charities Governance Code 2018. Potential directors are referred to this Code.

Not for profit leaders must learn to effectively navigate and build consensus amongst its multiple and diverse stakeholders. The Company has a volunteer Board of Directors who do not depend on the Company for income and may choose to leave at any time. Notification in writing should be provided prior to resigning as a board member and it is desirable that 3 months' notice be provided.

Board members are expected to give of their time, skills and resources as often as possible. There is also an expectation that board members will be actively involved in participating and contributing at board/council meetings, events, fundraising/PR activities and to utilize their own network of contacts to proactively raise the profile of the Company at every opportunity.

A summary of the expectations related to being a director of the Company are outlined as follows:

- All directors will be required to complete the on-line Children First Programme.
- Meeting Attendance
 - There are typically six scheduled board meetings per year. They are normally scheduled for 1 ½ hours duration. Meetings can take place in a physical location or virtually via e.g. Teams/Zoom. As the Company is a national organisation, the location of the physical meetings can vary (e.g. Portlaoise, Cork or Dublin). The Company directors agree by consensus the days/evenings on which meetings take place. Physical meetings generally take place on a Saturday.
 - Directors are required to attend all meetings where possible. In order to remain as a director, you will be required to attend at least five board meetings per year.

Induction and Policy Manual

- As a director, you will need to be prepared to spend the equivalent of a day a month on Company related tasks, outside of meetings and scheduled events (e.g. mile in memory and fundraising events).
- As a director, you will need to be prepared to champion the Company amongst your own networks with a view to garnering support for the Company and promoting its work and reputation.

I have read and understand the details contained in this document and I agree to adhere to the principles above:

Signed: _____

Name: _____ Date: _____

Induction and Policy Manual

SECTION 12: CONFLICT OF INTEREST PERSONAL DECLARATION FORM

At this time, I am a Board member, a Committee Member, or an employee of the following organisations:

Name of Organisation	Current Status (e.g. board member)

This is to certify that I, except as described below, am not now or at any time during the past year have been:

1. A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party; doing business with FirstLight which has resulted or could result in personal benefit to me.
2. A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organisation engaged in any transaction with FirstLight.

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organisations having transactions with FirstLight. *(Please attach additional sheet(s) as necessary)*

Name of Organisation	Type of Transaction/Nature of Interest

I declare that the above reflects any conflicts of interest within the past 12 months and undertake to inform FirstLight of any changes to my circumstances, which may represent a conflict of interest as soon as I am aware of this fact.

Signature: _____ Date: _____

Induction and Policy Manual

SECTION 13: CONFLICT OF LOYALTY

A conflict of loyalties is when a charity trustee's loyalty to another group could prevent them, or even just appear to prevent them, from making a decision in the best interests of the charity.

Example: This might happen when the charity trustee has joined the board as a nominee of a particular group, such as members in a particular county, a funding body, or staff. This situation could cause the charity trustee to think that they should act in the interests of the group that nominated them, rather than the charity as a whole.

SECTION 14: GARDA VETTING

Introduction

FirstLight has reviewed its Garda Vetting Policy and Procedures in light of the cross Governmental Agency review completed in 2021. FirstLight's revised Policy and Procedures are set out below.

Garda Vetting Policy and Procedures

FirstLight nominates Dublin City Volunteer Service (DCVS) to apply for and receive vetting applications on behalf of FirstLight. FirstLight will enter into a Service Level Agreement with DCVS and pay a fee for this service.

FirstLight's General Manager will act as Liaison Person/Garda Vetting Officer and will receive all vetting enquiries, process forms to the National Vetting Bureau (NVB) and receive returns from the NBV. He will act as direct contact with DCVS and all correspondence and communications will go through him.

FirstLight will comply with the statutory requirements as outlined in the National Vetting (Children and Vulnerable Persons) Acts 2012 to 2016 (the Acts) in respect of all applications made to DCVS and all data received via DCVS from the NVS.

The roles submitted by FirstLight to DCVS will constitute 'relevant work' as defined in the Acts.

FirstLight's Garda Vetting Officer will attend a training session prior to commencement of the vetting services and will undertake further training and information sessions in relation to any changes to legislation or the e-vetting process.

Any information received by FirstLight is for its sole use. All data received will be managed and protected within the statutory provisions of the General Data Protection Regulation 2016 and any other legislation that may be enacted in respect of data protection and under the Acts.

Prior to any vetting application being made, the Garda Vetting Officer will establish the identity of the vetting subject including date of birth, full current address, full name and current ID.

The signed vetting invitation form and photocopies of the identification will be retained by FirstLight for the length of time the vetting subject is with FirstLight or until the vetting subject is re-vetted.

Induction and Policy Manual

If the vetting subject is 16 or 17 years of age when completing the vetting invitation form, FirstLight will keep the signed parent/guardian consent form for the length of time the vetting subject is with FirstLight or until the vetting subject is re-vetted.

The result of vetting will be kept on file until the purposes for which it is sought is expired.

A copy of the vetting disclosure will be made available to the vetting subject on request.

FirstLight will decide on the suitability of an applicant for Garda vetting on a fair, balanced and equitable basis and by reference to the requirements of the Acts, in particular Schedule 1 Parts 1 and 2 which define *Relevant Work* and *Vulnerable Persons*. These provisions are set out in full in the attached Appendix.

It is noted that Relevant Work or Activities must be a regular and consistent part of a person's role; someone cannot be vetted on the basis that they may be carrying out Relevant Work or Activities.

Part 1 of Schedule 1 refers to Relevant Work or Activities relating to children. A child is anyone under the age of 18.

Part 2 refers to Relevant Work or Activities relating to Vulnerable Persons, i.e. a person other than a child, who –

- (a) Is suffering from a disorder of the mind, whether as a result of mental illness or dementia
- (b) Has an intellectual disability
- (c) Is suffering from a physical impairment, whether as a result of injury, illness or age
- (d) Has a physical disability
- (e) Which is of such a nature or degree as to
- (f) Restrict the capacity of the person to guard himself/herself against harm by another person, or,
- (g) That results in the person requiring assistance with the activities of daily living, including dressing, eating, walking, washing and bathing.

(Note – the vulnerability may be “temporary” e.g. person in need of emergency first aid.)

FirstLight's Liaison Officer will ensure that correct documentation is forwarded in a prompt manner to DCVC.

Induction and Policy Manual

Appendix 1

SCHEDULE 1 PART 1 Relevant work or activities relating to children

1. 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 in—

(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,

(c) any hospital or health care centre which receives, treats or otherwise provides services to children,

(d) 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,

(e) a special care unit provided and maintained in accordance with section 23K of the Child Care Act 1991, (f) a children detention school within the meaning of section 3 of the Children Act 2001.

2. 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. Any work or activity which consists of treatment, therapy or counselling provided to a child by a person in the course of that work or activity.

4. 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. Any work or activity which consists of the provision of educational, training, cultural, recreational, leisure, social or physical activities (whether or not for commercial or any other consideration) to children 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.

6. 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 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.

7. Any work or activity as a minister or priest or any other person engaged in the advancement of any religious beliefs. 8. Work as a driver of a public service vehicle which is being used only for the purpose of conveying children.

8. Work as a driver of a public service vehicle which is being used only for the purpose of conveying children.

Induction and Policy Manual

9. The provision by a person, whether or not for commercial or other consideration, of accommodation for a child in his or her own home.
10. Any research work or activities (howsoever described) 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.
11. Any application by a person to carry on or manage a designated centre within the meaning of section 2 of the Health Act 2007.
12. Any application by a person for a declaration of eligibility and suitability within the meaning of section 3 of the Adoption Act 2010.
13. Any assessment of a person's suitability to act as a foster carer by or under section 39 of the Child Care Act 1991.
14. 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.
15. 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 pursuant to the following enactments: (a) Medical Practitioners Act 2007; (b) Nurses Act 1985; (c) Nurses and Midwives Act 2011; (d) Dentists Act 1985; (d) Health and Social Care Professionals Act 2005; (e) Pharmacy Act 2007; (f) Pre-Hospital Emergency Care Council Order 2000 (S.I.No. 109 of 2000); (g) Pre-Hospital Emergency Care Council (Establishment) Order 2000 (Amendment) Order 2004 (S.I. No. 575 of 2004).

SCHEDULE 1 PART 2 Relevant work or activities relating to vulnerable persons

1. 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, vulnerable persons in—
 - (a) a school or centre of education, both within the meaning of the Education Act 1998, unless, in the 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,
 - (b) any hospital or care centre which receives, treats or otherwise which provides services to vulnerable persons,
 - (c) 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 to vulnerable persons,
 - (d) an approved centre within the meaning of Part 5 of the Mental Health Act 2001,
 - (e) any organisation or facility which provides educational, training, cultural, recreational, leisure, social or physical activities (whether or not for commercial or any other consideration) for vulnerable persons,

Induction and Policy Manual

(f) in any organisation or facility which provides welfare, advice, guidance, developmental, or counselling services for vulnerable persons.

2. Any work or activity which consists of treatment, therapy or counselling provided to a vulnerable person by a person in the course of that work or activity.

3. 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.

4. Any work or activity which consists of the provision of educational, training, cultural, recreational, leisure, social or physical activities (whether or not for commercial or any other consideration) to 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 vulnerable persons.

5. Any work or activity which consists of the provision of advice, guidance, developmental, or counselling services, (including by means of electronic interactive communications) to 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 vulnerable persons.

6. Work as a driver of a public service vehicle which is being used only for the purpose of conveying vulnerable persons

Approved: at 23 November, 2021 Council Meeting

For Review by: End October, 2024

SECTION 15: CHILDREN'S FIRST ACT 2015

All staff members in the employment of FirstLight including volunteers, trainees, interns are required to complete the Children First e-learning programme developed by Tusla. It can be accessed on Tusla's website at www.tusla.ie. Directors of FirstLight are also required to complete the e-learning programme.

SECTION 16: COMPANY REGISTRATION OFFICE: B10 FORM

Registration of Directors with the Companies Registration Office (CRO), all incoming directors of FirstLight are required by the Companies Act 2014 to be registered with the CRO. A B10 Form must be completed, see example below. FirstLight's General Manager liaises with all incoming Directors in relation to the completion of the B10 Form and its transmission to the CRO.

Induction and Policy Manual

NOTES ON COMPLETION OF FORM B10

These notes should be read in conjunction with the relevant legislation.

- General** This form must be completed correctly, in full and in accordance with the following notes. Every section of the form must be completed. Where "not applicable", "nil" or "none" is appropriate, please state. Where the space provided on Form B10 is considered inadequate, the information should be presented on a continuation sheet in the same format as the relevant section in the form. The use of a continuation sheet must be so indicated in the relevant section. Where another Form B10 is used as a continuation sheet, it ought not to be completed in full and certified as to do so will result in it being treated as a separate form and incurring a separate filing fee. It should be headed "Continuation Sheet".
- note one** Applicable to directors only. Every company must have at least **one full-time** European Economic Area (EEA) resident director or a bond or certificate in place pursuant to s137 Companies Act 2014. The EEA is all of the EU plus Iceland, Liechtenstein and Norway. Place a tick in the "EEA resident" box if the director is resident in a Member State of the EEA. If no full-time director is so resident and no s.140 certificate has been granted, a valid bond must be furnished with Form B10, unless same has already been delivered to the CRO on behalf of the company. Note that an EEA resident alternate director is not sufficient for the purposes of s.137. For further information see CRO Information Leaflet No. 17.
- note two** Give details of change(s) eg appointment/resignation of a company officer, and specify date when same took effect. Only changes which occur on the same date may be registered by this notification. Otherwise, separate notifications should be made. Where the space provided here is considered inadequate a continuation sheet(s) should be attached. If a new director/secretary has been appointed, also complete the **New secretary/director** section.
- note three** Tick the relevant box(es). This form **must** be certified by a current officer of the company. Where another Form B10 is used as a continuation sheet, it ought not to be completed in full and certified as to do so will result in it being treated as a separate form and incurring a separate filing fee. It should be headed "Continuation Sheet".
- note four** Where a director being appointed is disqualified under the law of another state (whether pursuant to an order of a judge, or a tribunal or otherwise) from being appointed or acting as a director or secretary of a body corporate or an undertaking, Form B10 **must** be accompanied by Form B74 (Statement of Director's Disqualifications). Failure to file Form B74 where one is required results in the automatic disqualification of the person concerned from acting as a company officer in Ireland for the balance remaining of his/her foreign disqualification.
- note five** Insert the full name (initials will not suffice) and usual residential address. Where the secretary is a firm, the corporate name and registered address of the firm must be stated. The register in which it is registered and number under which it is registered in that register must also be stated.
- note six** Any former forename and surname must also be stated. However, it does not include the following: (a) In the case of a person usually known by a title different from his/her surname, the name by which he/she is known previous to the adoption of a succession to the title; (b) in the case of any person, a former forename or surname where the forename or surname was changed or disused before the person bearing the name attained the age of 18 years or has been changed or disused for a period of not less than 20 years; (c) in the case of a married person or a civil partner, the name or surname by which he or she was known previous to his/her marriage or civil partnership.
- note seven** No person shall be appointed director or secretary unless he/she has attained the age of 18 years.
- note eight** Applicable to directors only
- note nine** Applicable to directors only. If the company's constitution so permits, and subject to compliance with those regulations, a full director may appoint a person to be an alternate or substitute director on his/her behalf. The appointment of any person to act as director is notifiable by a company to the CRO, regardless of how the appointment is described. The company is statutorily obliged to notify the CRO of the addition to and removal of each person from its register. In the event that a full director who has appointed an alternate director ceases to act as director, the company is required to notify the CRO of the termination of appointment of the full director **and** of his/her alternate. Note: CRO accepts no responsibility for maintaining the link between a full director and his/her alternate.
- note ten** Applicable to directors only. State the company name and number of other bodies corporate, whether incorporated in the State or elsewhere, of which the person is or has been director. Exceptions to this rule are made for bodies (a) of which the person has not been a director at any time during the past 5 years; (b) which the company is (or was at the relevant time) a wholly owned subsidiary; (c) which are (or were at the relevant time) wholly owned subsidiaries either of the company or of another body corporate of which the company is or was the wholly owned subsidiary. Pursuant to s142(1) Companies Act 2014, a person shall not at a particular time be a director of more than 25 Irish-registered companies. However, under s142(3) of the Act, certain directorships are not reckoned for the purposes of s142(1). For further information, see CRO Information Leaflet No.1.
- note eleven** Place of incorporation if outside the State.
- note twelve** Tick the relevant box(es).

Further information

- CRO address** When you have completed and signed the form, please file with the CRO. The Public Office is at 14 Parnell Square, D01 E6W8. The DX address for the CRO is 145001.
If submitting by post, please send with the prescribed fee to the Registrar of Companies at:
Companies Registration Office, O'Brien Road, Carlow, County Carlow, R93 E920
- Payment** If paying by cheque, postal order or bank draft, please make the fee payable to the Companies Registration Office. Cheques or bankdrafts must be drawn on a bank in the Republic of Ireland.

Please carefully study the explanatory notes above. A Form B10 that is not completed correctly or is not accompanied by the correct documents or fee is liable to be rejected and returned to the presenter by the CRO pursuant to section 898 Companies Act 2014. Unless the document, duly corrected, is relogged in the CRO within 14 days, it will be deemed to have never been delivered to CRO.

FURTHER INFORMATION ON COMPLETION OF FORM B10, INCLUDING THE PRESCRIBED FEE, IS AVAILABLE FROM www.cro.ie OR BY E-MAIL info@cro.ie

Induction and Policy Manual

New secretary/director
including shadow/
alternate director

Please give details below of the person who has consented in writing to become secretary and/or director. *note four*

Surname	<input type="text"/>	Former surname	<input type="text"/>
Forename	<input type="text"/>	Former forename	<input type="text"/>
		<i>note five</i>	<i>note six</i>
Date of birth	Day <input type="text"/> <input type="text"/>	Month <input type="text"/> <input type="text"/>	Year <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
<i>note seven</i>		<input type="checkbox"/> EEA resident	<input type="checkbox"/> Alternate director
		<i>note one</i>	<i>note nine</i>
Residential address	<input type="text"/>		
<i>note five</i>	<input type="text"/>		
Postcode	<input type="text"/>	Register	<input type="text"/>
		<i>note five</i>	
Business occupation	<input type="text"/>	Nationality	<input type="text"/>
<i>note eight</i>		<i>note eight</i>	
Other directorships (past and present)	Company <i>note ten</i>	Place of incorporation <i>note eleven</i>	Company number
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
Consent	I hereby consent to act as:		
<i>note twelve</i>	<input type="checkbox"/> director of the aforementioned company and I acknowledge that as director I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.		
	<input type="checkbox"/> secretary of the aforementioned company and I acknowledge that as secretary I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.		
Signature	<input type="text"/>		Date
	<input type="text"/>		<input type="text"/>
	<i>If signed for or on behalf of a body corporate state name in block capitals of person signing</i>		

New secretary/director
including shadow/
alternate director

Please give details below of the person who has consented in writing to become secretary and/or director. *note four*

Surname	<input type="text"/>	Former surname	<input type="text"/>
Forename	<input type="text"/>	Former forename	<input type="text"/>
		<i>note five</i>	<i>note six</i>
Date of birth	Day <input type="text"/> <input type="text"/>	Month <input type="text"/> <input type="text"/>	Year <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
<i>note seven</i>		<input type="checkbox"/> EEA resident	<input type="checkbox"/> Alternate director
		<i>note one</i>	<i>note nine</i>
Residential address	<input type="text"/>		
<i>note five</i>	<input type="text"/>		
Postcode	<input type="text"/>	Register	<input type="text"/>
		<i>note five</i>	
Business occupation	<input type="text"/>	Nationality	<input type="text"/>
<i>note eight</i>		<i>note eight</i>	
Other directorships (past and present)	Company <i>note ten</i>	Place of incorporation <i>note eleven</i>	Company number
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
Consent	I hereby consent to act as:		
<i>note twelve</i>	<input type="checkbox"/> director of the aforementioned company and I acknowledge that as director I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.		
	<input type="checkbox"/> secretary of the aforementioned company and I acknowledge that as secretary I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.		
Signature	<input type="text"/>		Date
	<input type="text"/>		<input type="text"/>
	<i>If signed for or on behalf of a body corporate state name in block capitals of person signing</i>		

Induction and Policy Manual

SECTION 17: BENEFICIAL OWNERSHIP OF CHARITIES REGULATION

Background

The charity sector has been captured by EU anti-money laundering legislation (AML) and FirstLight's Directors must make declarations of beneficial ownership (BO). The objective of the AML regulations is to combat money laundering and terrorist financing and not to regulate charities. However, the upshot is that charities must comply with the new regulations, if they are registered companies

Obligation

- The regulations apply to “every corporation or other legal entity, incorporated in Ireland and limited by guarantee, and also to CLGs (Company Limited by Guarantee) and DACs (a Designated Activity Company)”.
- The register must detail the human or ‘natural person’ who ultimately owns or controls this legal entity. Irish Sudden Infant Death Association t/a FirstLight (FirstLight) is a company limited by guarantee not having a share capital.
- Though charity administrators are not in any way beneficial owners, they are considered under the regulations to be ‘in control’ if they hold more than a 25% shareholding.
- Therefore, if there are three or fewer shareholders, these will be considered beneficial owners. This does not take account of the fact that membership of a company is strictly for charitable purposes.
- FirstLight's Articles state that *“For the purposes of registration the number of members of the Company is taken to be four (4) but the Company may from time to time register an increase of members. The members of the Company shall be (i) the subscribers to the Memorandum of Association and (ii) such other persons as the Directors shall from time to time admit to membership and as shall sign a written consent to become a member.”*
- The number of subscribers to FirstLight's Memorandum of Association is seven (7).
- No ‘natural person’ has sufficient control of FirstLight to be listed as a beneficial owner. In this situation, the “senior managing officials” become relevant and must be listed in the BO register. Senior managing officials “includes a director and a chief executive officer.”

Information for Register

Charities must keep an internal BO register in their office (*either on a hard drive or on paper*) containing the information below.

They must also submit this information to a Central Register controlled by the Charity Regulator.

- Name
- Date of birth
- Nationality
- Residential address
- PPS number, if the person has one. Each PPS number will be “hashed”, meaning that once the number is submitted it becomes protected by an algorithm. This keeps it secure and ensures it will not be available for inspection
- Nature and extent of the interest held or control exercised
- Date the beneficial owner was first added to the Register, and
- Date of cessation of beneficial ownership

Information is retained for ten years after the dissolution of any entity and there are two tiers of access – restricted public access, and full access which is available to CAB, An Garda Síochána, fraud investigators and the Revenue Commissioners.

Induction and Policy Manual

SECTION 18.1: RESERVES POLICY

Approved by FirstLight's Council, 8 February, 2022

Introduction

FirstLight's reserves policy is periodically reviewed by the Board in the context of the organisation's strategic planning, budgetary processes and relevant external factors.

The organisation's reserves stood at €641,067 at 31 December, and 2021 €577,656 at end December, 2020.

The organisation's ambition to breakeven/return a surplus was achieved in 2020 and 2021, following a period of 4 years when deficits were returned (€164,594 in 2016, reduced to €40,618 in 2019).

The Pandemic Impact on Service Demand and Income Generation

The Covid-19 pandemic from March, 2020 significantly impacted on the operation of FirstLight's services and fundraising activities. The scale of demand for FirstLight's services grew substantially over the course of the pandemic culminating in an unprecedented level of demand by end 2021, having dipped in the earlier stages of the pandemic. 162 families sought support in 2021 and an additional 45 bereaved persons in crisis also sought support; this compares with 45 families requiring support in 2015. 56 cases referred in 2021 have required continuing support in 2022.

Curtailment of Home Visits, face to face and play therapy (due to social distancing regulations and family preferences) reduced the cost of the services provided in 2020 and 2021, and this, coupled with the support from the Covid-19 Stability Fund and other State grants contributed to the end of year positive balances.

Looking ahead

Demand expected to continue/grow:

FirstLight's ambition is to provide professional/clinical support services to any family requiring this service following the sudden loss of their child.

Awareness of FirstLight's services has grown. It is the only bereavement support charity providing professional clinical/therapeutic services to families who lose their child suddenly and State agency/hospital supports are inadequate for many.

The level of demand for FirstLight's services, experienced in 2021, is expected to continue or grow further: 56 cases from 2021 have been carried into 2022 (30 in January, 2021), and referrals to date in January (11) exceed the January 2021 (full month) level. Those expert in bereavement believe that post the pandemic, there will be a spike in demand for services from people deprived during the pandemic of the normal rituals and human contacts that provide comfort and support.

From a duty of care perspective, it is essential that FirstLight, on responding to a referral for support, is in a position to follow through with the provision of services. Due to the relatively high

Induction and Policy Manual

incidence of complicated grief amongst FirstLight's clients, this means, in a number of cases, providing, for example, more than a cycle of therapy.

FirstLight's in-house counselling resources require immediate augmentation (c. €65,000 p.a. to cover salary, PRSI and travel) to support the current level of service demand. Outsourced counselling resources, the return of a greater proportion of face to face services (which cost more than virtual services) and income generation activities (promotional costs, t-shirts, etc) require allocation of additional budget in 2022.

As a result, FirstLight's 2022 budgetary requirement (€410,000 low range - €432,000 high range) exceeds that required in each of the last 2 years (€268,872 (2020)) and (€303,000 (2021, subject to audit)).

Income Uncertainty:

The pandemic (almost 2 years in duration) has demonstrated the exposure of the charity sector to income uncertainty and has underscored the need for retention of substantial reserves. The Covid-19 Stability Fund, now suspended, has been a life line for many charities.

The 2022 grant from Tusla to FirstLight has been confirmed at €82,389 – the same level as pre pandemic.

The SSNO grant to FirstLight (€90,000 p.a., 2019 – 2022) ends on 30 June, 2022. A new iteration of the SSNO scheme has been launched. The application process is very competitive. There is no guarantee that FirstLight will be successful in this new round commencing 1 July, 2022.

Other State Agency grants (HSE National Lottery and PPN grants have to be applied for annually, assuming they continue, and the grant awarded varies from year to year.

A one off grant of €50,000 from the HSE is expected in 2022 – the timing of this is, at present, uncertain.

Diversifying and expanding income sources is a FirstLight strategic objective. Progress has been made on this front. However, the pandemic has disrupted fundraising and it will take time for FirstLight to develop and implement a scaled up fundraising plan. The health of the economy and extent of disposable income will affect its implementation.

Demand increase and Income Uncertainty – Need to retain Substantial Reserves

It is recommended that the Board continues to require a level of reserves to protect FirstLight from future challenges and uncertainties and changes in economic circumstances, and to set that level in light of the following.

- The absence of a working capital line and high dependence on public donations and once off non State grants, which are unpredictable in availability, size and timing.
- The potential for shortfall in Tusla income or non-renewal of this income source which is not multiannual; this position also applies to HSE National Lottery, PPN and other State grants.
- The position concerning continued access to the SSNO grant scheme which amounts to €90,000p.a.

FirstLight, Carmichael Ireland, 4 North Brunswick Street, Dublin 7
Website: www.firstlight.ie : E: info@firstlight.ie : P: 01-8732711
Registered Charity No. CHY7716

Induction and Policy Manual

- The anticipated level of demand for the organisation's services and supports, which are required more than ever as State agency/hospital services are inadequate and the impacts of the Covid-19 pandemic continue to be experienced.
- The importance, from FirstLight's duty of care perspective, of continued availability of services and supports to very vulnerable persons once a cycle/s of therapy are commenced. In relation to new clients, it is noted that FirstLight has a Protocol in place to manage a Waiting List, should it be necessary.
- The need to have the capacity to fund unexpected events requiring extra services at short notice.
- The need for investment, going forward, in the development of regional hubs to support anticipated demand for services nationwide.
- The need to designate funds for investment in the short to medium term in capacity development, e.g. in research and enhanced systems to support the provision of service.
- Designation of funds to meet FirstLight's contractual obligations and any other associated costs that would arise from the winding up of the organisation, in the event that this was necessary.
- For reasons of good governance and proper financial management, reserves are not to be employed into the future to cover the costs of core posts.

The above objectives can be expressed quantitatively, as follows:

	€
General Funds: Reserve 1 year's gross expenditure (assuming upper range)	432,000
Designated Funds: Contingency to meet Contractual obligations in the event of wind-up:	35,000
Development of regional hubs:	70,000
Investment in systems and research	70,000
Total Reserves provision:	607,000

Induction and Policy Manual

SECTION 18.2: FIRSTLIGHT INVESTMENT POLICY

Publication Date:	
Approved by:	Finance Committee Meeting 16 March, 2021 Council Meeting 23 March, 2021
Effective from:	24 March, 2021
Review Date:	1 July, 2022
Nominated Executive:	CEO

FirstLight has adopted a risk averse position in relation to the management of its cash surpluses. The State deposit guarantee scheme limits its guarantee to €100,000 per investor, per institution. It is increasingly likely that the current policy operated by banks in Ireland of charging corporates for deposits in excess of a €1m will embrace smaller deposit holders.

Further to the decision of FirstLight's Council on 26 January, 2021, FirstLight will invest a substantial proportion of its cash balances in An Post State Savings Options and retain sufficient funds in its AIB current account to address expenditure requirements and income uncertainty.

Investments in State Savings investment products will generate a return for FirstLight (albeit, an historically low one). There is no penalty for early redemption. A range of maturities are available. Counterparty risk when investing in State Savings is Irish sovereign risk and there is a maximum investment cap of €120,000 per product, per investor.

FirstLight will invest its cash surpluses in the 3, 4, 5 and 10-year State Savings products while retaining sufficient funds in its AIB and PTSN accounts to meet its expenditure needs and to manage uncertainty of income in the short term

Induction and Policy Manual

SECTION: 18.3: FIRSTLIGHT RISK ASSESSMENT POLICY

Author:	CEO
Publication date:	23 June 2018
Reviewed by: Approved by:	Finance Committee 7 March 2018 Council Meeting 23 June 2018
Effective from:	23 June 2018
For attention of and action by:	Directors, Members of the Senior Management Team, staff, contracted staff and volunteers;
Review:	Annually
Nominated Manager: (Fionnuala Sheehan, Ph. 086 858 1268)	CEO

Introduction

FirstLight's Risk Management Policy has been primarily developed to set out the Organisation's key aims and objectives for risk management. Risk identification is defined as "*the process of determining what, where, when, why, and how something could happen*". Risk identification is a deliberate and systematic effort to understand and document all of the key risks facing the employee, service user and the organisation.

The objective of risk identification is to generate a comprehensive record of risks based on those events and circumstances that might enhance, prevent, damage or delay the achievement of the organisation or service objectives. The risk assessment is then used to guide the service delivery and monitoring of key risks.

The risk identification process identifies events/activities and emerging threats and the actions to mitigate for undesirable outcomes. It also supports compliance with legal and statutory requirements, with the requirements of external regulators and other relevant bodies; and supports FirstLight in its approach to ensuring the safety of staff, service users and others affected by the organisation's activities.

Failure to manage risks effectively can lead to harm/loss/damage in terms of both personal injury but also in terms of loss or damage to FirstLight's reputation; financial loss; potential for complaints; litigation and adverse or unwanted publicity.

Scope

This policy applies to all FirstLight staff, contracted service providers, students and volunteers.

Aims and Objectives.

The overall aim of this policy is to achieve a culture where risk management and safety is everyone's business, incidents are reported openly and honestly, organisation wide learning occurs and risks are continuously identified, assessed and minimised.

Dissemination and Communication

This Policy and associated procedures are to be communicated to all staff at induction.

Induction and Policy Manual

Risk Register

FirstLight will identify risks /activities and emerging threats under the following categories: strategic, financial, operational, physical and reputational. (See Appendix 1). It will rate risks in terms of the likelihood of them occurring and the impact they would have, should they occur. Actions to control or mitigate risk will be identified and an overall risk rating, coded in terms of green (no or low risk), orange (medium risk), and red (high risk) will be attributed. From this exercise, fundamental and non-fundamental risks will be identified so as to enable risk management resources to be targeted to the most important areas whilst still recognising less important risks.

The Board of FirstLight will review the Risk Register at least twice per annum in light of on-going developments and any emerging risks.

SECTION: 18.4: FIRSTLIGHT BRIBERY POLICY

Author:	CEO
Initial Publication date:	23 June 2018
Reviewed by: Approved by:	16 March, 2021 Meeting of Finance Committee 23 March, 2021 Meeting of Council
Effective from:	24 March, 2021
For attention of and action by:	Members of FirstLight Council and FirstLight staff
Review date:	End July, 2023
Nominated Manager	CEO

Introduction

The purpose of this policy is to state FirstLight's position on bribery and corruption and to provide information and guidance on recognising and dealing with bribery and corruption. Since integrity is key to how FirstLight conducts itself in relationships with its internal and external stakeholders, the organisation has adopted a zero tolerance approach to bribery and corruption. This is due to the fact that should bribery and/or corruption be substantiated, this may have severe financial, legal and reputational consequences for FirstLight.

This policy has been written in line with the terms of the Prevention of Corruption (Amendment) Act 2010. The policy applies to all employees and Directors of FirstLight and should be read in conjunction with other relevant FirstLight policies.

Aims of the Bribery Policy

The aims of the policy are to:

- Encourage a "best practice" approach across FirstLight.
- Define what is meant by bribery and provide examples.
- Outline what is and what is not acceptable in terms of the acceptance and offering of gifts and hospitality.
- Outline how to raise issues or concerns concerning bribery and corruption.

Induction and Policy Manual

What is bribery?

Bribery is a specific offence, defined as the offering, promising, giving or receiving a financial (or other) reward to/from another party with the intention of gaining an illicit advantage or inducing/being induced to act in a way which a reasonable person would consider improper in the circumstances.

Corruption is any form of abuse of entrusted power for one's own gain or for the gain of another party and may include, but is not limited to, bribery.

Bribes do not necessarily involve money or cash. Gifts, hospitality and any other forms of entertainment can be construed as bribes if they are intended to influence a decision.

FirstLight prohibits the offering, giving, solicitation or the acceptance of any bribe or inducement, whether in monetary or in any other form:

- *to or from any person or company;*
- *by any individual employee, director, consultant, contractor or other person or body acting on FirstLight's behalf;*
- *in order to gain any commercial, contractual, or regulatory advantage for FirstLight in any way which is unethical or to gain any personal advantage, for the individual or anyone connected with the individual.*

Examples of bribery may include:

- Offering or accepting bribes (monetary or otherwise) to/from funders or suppliers in order to facilitate the commencement or extension of a business relationship with FirstLight or provide any other kind of business advantage to either party;
- Accepting bribes from service users or their carers which necessitates more favourable treatment in terms of general practice e.g. recording false information, making false and/or incorrect referrals to external bodies;
- Offering bribes to external stakeholders to prevent them reporting concerns around business or social or counselling care practices to FirstLight management.

Gifts and Hospitality

Although FirstLight expressly prohibits the receipt of money or gifts which could be construed as bribes, the organisation does permit normal and appropriate gifts and hospitality (given or received) to or from third parties. These are acceptable only on the grounds that neither the employee, Director or the third party feel any obligation from this.

Employees and Directors should adhere to the following guidelines:

- *Where gifts are offered more frequently from the same source or if the gift is wholly inappropriate (i.e. cash), these should be refused.*
- *If an employee or Director receives gifts of value, they should either return them in the first instance or on receipt of certain items such as gift baskets, in consultation with the CEO or Chairperson, as appropriate, they may choose to share the contents with their team, raffle the whole item off or donate it to charity.*
- *Employees should never offer gifts to service users or their carers. An exception to this rule is the offering of a FirstLight candle when a Home Visit is being undertaken or when expressing gratitude for a donation to FirstLight.*

Induction and Policy Manual

- *Employees or Directors should not accept gifts or hospitality from outside agencies with an agenda to start a business relationship with FirstLight e.g. recruitment agencies, IT service providers, unless this is specifically approved by the CEO or Chairperson, as appropriate.*
- *Corporate hospitality such as business lunches and attendance at events by invitation is permissible provided the significant purpose of the employee's or Director's attendance is business-related and FirstLight already has an existing, working relationship with the party in question.*

Where an employee or Director feels that taking receipt of a gift or any other form of hospitality may constitute a bribe or inducement, presents a conflict of interest and/or impacts their professional judgement (e.g. regarding a case they are currently working on), they should raise this immediately with the CEO or Chairperson, as appropriate.

Reporting

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for or serving FirstLight. All employees and Directors are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify the CEO as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future; the CEO and Directors should notify the Chairperson. Any breach of this policy, whether through direct action or inaction, may necessitate the engagement of the disciplinary process against the employee in question and may lead to dismissal for gross misconduct, if substantiated, or in the case of a Council member, may necessitate their removal from Council.

Employees should refer to FirstLight's Whistleblowing policy for more details on how to raise any relevant concerns in confidence. FirstLight will act to protect and support any employee who raises genuine concerns in good faith under this policy.

Recording

Employees are required to inform the CEO who will keep a record of all gifts or hospitality accepted or offered, and will review the position for compliance with this policy.

The CEO and Directors are required to inform the Chairperson who will keep a record of all gifts or hospitality accepted or offered, and will review the position for compliance with this policy.

Any purchases of gifts or hospitality and claims for the same should be carried out in line with FirstLight's expenditure and expenses policies.

Monitoring and Review

FirstLight's CEO will monitor the implementation of this Policy and report annually to the Board.

This policy will be reviewed periodically to ensure continuing compliance with statutory requirements or when changes to relevant legislation and/or codes

Induction and Policy Manual

SECTION 18.5 FIRSTLIGHT FINANCIAL MANAGEMENT PROCESS

Section	Content	Page
1.	Procurement	3
2.	Budgeting	3
3.	Accounts Preparation	4
4.	Payroll	4
5.	Fixed Assets	4
6.	Inventory	4
7.	Invoice Processing	4
8.	Transfers between FirstLight's Bank Accounts	5
9.	Processing of cheques, postal orders and cash	5
10.	Processing of discretionary contributions by clients attending for counselling	6
11.	Cash received in buckets, counter-tops Pop-up shops etc	6
12.	Grant Income	7
13.	Gifts and Donations	7
14.	Income Recognition and Reporting	7
15.	Expenditure incurred by employees and its reimbursement	8
16.	Petty Cash	8
Appendix 2.1.A.1	Sage Expense Codes	9
2.1.A.2	Grant Income Codes	10
Appendix 2.1.B	Cash count sign-off template	11
Appendix 2.1.C	Carmichael Financial Services Financial Management Processes and Internal Controls	12
Appendix 2.1.D	New Employee Form	16

Induction and Policy Manual

Publication date: 24 March, 2021	
Approved by:	Finance Committee Meeting, 16 March, 2021 Council Meeting, 23 March, 2021
Effective from:	24 March, 2021
For attention of and action by:	Managers and leaders; staff and volunteers;
Review date:	Before 31 July, 2022
Nominated Executive	CEO

1. Procurement – Tendering Procedures

This procedure is used for purchases with an estimated value greater than **€1,000** and less than **€5,000**

- Allocation (budget) must be in place before proceeding with purchase,
- Expenditure approval of Board of Directors is sought by the CEO,
- Minimum of three competitive quotations are sought based on specification,
- Advertising of tenders is performed when deemed necessary,
- All contract award procedures include a verifiable audit trail,
- Relevant backing documentation is kept on file.

For purchases **greater than €5,000**, Council will specify the tendering procedures to be followed.

2. Budgeting and Budget Monitoring

Budgets are prepared on an annual basis by the CEO. They are considered in the first instance by the Finance Committee and then considered and approved by Council in advance of the commencement of the calendar year to which the Budget applies. The Budget is compared against the monthly management accounts. Any significant variances against the budget are investigated and explanations are sought. The review of Management accounts and variance analysis is a standing item on the Agendas of the Finance Committee and Council.

Induction and Policy Manual

The timelines and key actions are summarised below.

	Action	Timeline	Responsibility
1.	Preparation of draft budget and statement of budgetary assumptions.	By end October	CEO
2.	Consideration of draft budget and of underlying assumptions.	By end November	Finance Committee
3.	Review of draft budget and approval of budget.	By end December	Council
4.	Preparation of monthly Management Accounts and variance analysis.	By the 15 th of the following month	Carmichael Financial Services
5.	Review of Monthly Management Accounts and Variances.	On receipt of the Management Accounts	CEO
6.	Review of Monthly Management Accounts and Variances.	Quarterly	Finance Committee
7.	Immediate Notification of Variance/s	In addition to the above, negative variances in excess of €10,000 (for individual items) or 10% of total annual income/expenditure to be notified immediately to the Finance Committee.	CEO
8.	Review of Financial Position	Bi-monthly	Council

3. Accounts Preparation

Accounts preparation is outsourced to Carmichael Financial Services (CFS) and prepared on a monthly basis. CFS's documented processes are provided to the CEO and to the Finance Committee for their review. See Appendix 2.1.C. CFS confirm to the CEO on a monthly basis, such confirmation to be shared with the Finance Committee, that they have followed their processes and provide evidence that they have performed their checks and balances.

4. Payroll

Payroll is outsourced to CFS. CFS's documented payroll process (See Appendix 2.1.C) is provided to FirstLight's CEO and to the Finance Committee. CFS attend the Finance Committee once a year when the payroll process is reviewed and confirmation is provided that they have followed their payroll process.

5. Fixed Assets

A fixed asset register is maintained containing details of the date of the asset purchase, its cost, depreciation, net book value and location. Any movement on the fixed assets is noted and the register is updated accordingly by CFS.

Induction and Policy Manual

6. Inventory

The organisation does not normally hold inventory however there are occasionally stocks of merchandise and literature. In the event that the company is holding inventory the below controls apply.

Inventories are stored securely in the office at Carmichael Centre or in a similar secure location. They are purchased in accordance with the procurement procedures (where applicable). Inventory is counted by the General Manager in November each year and a report is provided by him to the CEO and CFS. CFS undertake spot checks and perform lower of cost or market value calculations at the end of each financial year, in order to provide an accurate reflection of inventory being included in the Financial Statements. CFS provide a report on their inventory review and the calculations performed to the CEO.

Obsolete or damaged goods are disposed of or scrapped as soon as possible.

7. Invoice Processing Procedures

Invoices are received either through the post or via Email and are paid via electronic transfer from FirstLight's current account to the payee. FirstLight encourages all suppliers to Email their invoices to FirstLight. The intention is to move entirely to receipt of invoices via Email.

Invoices received via Email are printed on the day they are received and date stamped. Similarly, invoices received via surface mail are date stamped the day they are received. Invoices relating to clinical activity are coded and referred by the General Manager (GM) to the Director of Clinical Services for initial approval for payment. The current list of expenditure codes which are utilised in the approval process of invoices and presentation of the accounts is attached. All invoices (including those relating to clinical activity) are directed by the GM to the CEO for approval and when so approved are forwarded to the General Manager for further processing. Invoices received by the 20th of the month are processed for payment at the end of the month. Bills payable by Direct Debit and all invoices are reviewed, coded and recorded manually on an Excel spreadsheet under the following headings:

- Date
- Invoice Number
- Name of invoicing party
- Amount Due
- Description
- Expenditure Code
- If funded by a Restricted Grant, the grantee, *Income Code*, the amount of the relevant grant and purpose of the grant (e.g. PPN/Newsletter)
- Notes

In circumstances where staff are working remotely, the spreadsheet and invoices are scanned and Emailed to the appropriate person for approval; following approval, the relevant person scans and returns via Email the approved documents to the GM.

Induction and Policy Manual

The spreadsheet and approved invoices are then sent by the GM via Email to FirstLight's Treasurer (Rita O' Reilly) for review and payment. Furthermore, a copy of these documents is Emailed to CFS (Mary Molloy) for uploading on to iBusiness Banking.

All suppliers are set up on online banking for electronic payments. *Mary Molloy advises the persons authorised to approve payments (the Treasurer and CEO) when this has been done.* FirstLight's Treasurer conducts a cross check of the invoice with the spreadsheet and queries any anomalies. In addition, she creates a new beneficiary for any new suppliers/providers. Before an invoice is processed for electronic payment, a second authoriser (as per the FirstLight Council resolution governing FirstLight current account banking transactions) is contacted via Email by the Treasurer to advise that a batch of payments needs authorisation. When the second authorised signatory confirms the payment(s), electronic payment of the invoice is completed. It is then recorded as "Paid" on the spreadsheet.

The paper invoices and a copy of the Excel spreadsheet are retained in FirstLight's main office by the GM. When remote working is in operation, electronic copies of invoices and the Excel spreadsheet are stored on SharePoint.

8. Transfers between FirstLight's Bank Accounts

Only those approved by a current FirstLight Resolution and recorded on the relevant bank mandate form are authorised to transfer funds from one bank account to another. Bank statements referring to transfers are to be date stamped by the GM following their receipt and then filed in the Statements' file. When remote working is in operation, they will be date stamped and filed on receipt and retained for return to FirstLight's Office as soon as practicable.

9. Processing of Cheques, postal orders and cash

Correspondence accompanying cheques, postal orders and cash is date stamped on receipt and a 'thank you' letter is prepared for signature by the CEO (or whoever she appoints to deputise for her). The "thank you" letter should be posted without delay and filed within the Office or when remote working is in operation, a copy should be retained on SharePoint and the original filed in the Office as soon as practicable.

Similarly, cheques, postal orders or cash should be lodged to FirstLight's current account on the day they are received. If this is not practical, they should be retained overnight in FirstLight's safe and lodged the following morning. The lodgement slip should be returned to the Office for filing with the "thank you" letter and any other correspondence relating to the donation. Details of the donor, purpose of the donation (if specified), date received, and amount should be recorded in the monthly Excel spreadsheet created for this purpose. Cash should always be placed in the safe for the period between receipt in the Office and its lodgement in FirstLight's current account.

At the earliest possible date, cash banked and income summaries are to be reconciled. This is undertaken by the CFS's representative.

Records are made of donations for specific purposes (to certain appeals or projects) to ensure that the terms of donations are complied with.

Where FirstLight is in receipt of funds restricted to certain purposes or projects and where FirstLight cannot realistically apply the funds within a reasonable timeframe to that purpose or project, FirstLight, in consultation with the Charities Regulator, will allocate those funds to a

Induction and Policy Manual

purpose as close as possible to the original intended purpose. Where practical, this change will be communicated to the specific donor(s).

All funds will be used reasonably and prudently in the interest of FirstLight. FirstLight makes clear to all volunteers that anyone raising money must ensure that FirstLight receives all the money. Volunteers are reimbursed only their out-of-pocket expenses, on the basis of receipts provided in accordance with FirstLight's Expenses Policy.

FirstLight operates a culture of zero tolerance to theft or fraud and any suspicions relating to such matters will be immediately raised by FirstLight with An Garda Síochána.

10. Processing of discretionary, voluntary contributions by clients attending for counselling

Contributions given by clients to therapists should be recorded in the receipt books provided by FirstLight for this purpose. The carbon paper incorporated into the receipt should be correctly used so as to record the contribution in triplicate. The receipt should record the client ID number, date, amount received and therapist's signature. A copy of the receipt should be given to the client, a copy should be posted to FirstLight and the third copy should remain within the receipts book. The therapist should arrange for electronic transfer of the contribution/s to FirstLight's current account.

11. Cash received in buckets, counter-tops, in Pop-up shop etc.

Cash receipts should be kept to a minimum. Electronic payment devices, such as SumUp and on-line channels such as iDonate and Facebook should be utilised where possible.

Public collections should be undertaken in accordance with legal requirements, including obtaining the necessary permits. Collection boxes are to be individually numbered and details recorded of whom the box was issued to. All collection boxes should be sealed with locks or security seals so that it is apparent if they have been opened before they are returned. Staff responsible for custody of the keys to the boxes are separate from the staff assigned to collect donations. Collections are counted in the presence of the collector and a receipt is to be given to him/ her. Alternatively, for larger collection events, two unrelated people should be involved in counting and recording the income as per the template documentation attached at Appendix 2.1.B. As noted above, cash is to be banked as soon as possible and without deduction of expenses. Regular, independent reconciliations should be performed to ensure that public collection income records agree with the bank paying-in books and statements by the CFS representative.

12. Grant Income

A master record of grants maintained by FirstLight (including details of funder, total grant amount, timing of payments, date received/receivable and related bank account used to receive the grant income) should be maintained.

Grant agreements, which contain terms and conditions of funding, signed by both the appropriate person on behalf of FirstLight and the funder are to be filed. Arrangements should be set up to ensure that the receipt of income is easily identifiable and is in line with the stated funding arrangements.

All grant income should be appropriately classified in the accounting system so that it is appropriately reported upon at year end (including in accordance with any stated conditions within funding agreements. See Restricted Grant Income codes at Appendix 2.1. A.2. An

Induction and Policy Manual

independent reconciliation is performed by the CFS representative between grant income records, grant income received and the bank paying-in books and statements?

13. Gifts and Donations

FirstLight should maximise the allowable tax relief on donations. Applicable 'Enduring Certificates (CHY3 Cert)' or 'Annual Certificates (CHY4 Cert)' are to be obtained from donors. Regular checks should be made to ensure all eligible tax repayments are obtained. FirstLight should keep the records of the eligible tax repayments claimed.

14. Income Recognition and Reporting

FirstLight should identify and report upon income in line with its stated income recognition policy and generally accepted accounting principles (including best practice financial reporting). FirstLight should identify, distinguish and report upon unrestricted, restricted & designated income to enable adequate reporting upon both income and reserves. FirstLight's Income Recognition Policy is set out below.

Classification of Income

All incoming resources to FirstLight are designated as "restricted" or "unrestricted".

Income is treated as restricted when the donor or grant making institution has specified that the monies may only be used for a particular purpose.

Where the donor or grant making institution does not specify a particular purpose for the monies, the income is treated as unrestricted.

Recognising Income from Donations, Legacies and Fundraising

Income from donations, legacies and fundraising is recognised in the Statement of Financial Activities (i.e. Income & Expenditure Account) when:

- FirstLight is entitled to the income;
The amount can be quantified with reasonable accuracy; and
- It is probable that the income will be received.

Recognising Income from Government and Other Grants

Income from government and other grants, whether capital or revenue, is recognised when:

- FirstLight has entitlement to the funds;
- Any performance conditions attached to the grants have been met;
- It is probable that the income will be received; and
- The amount can be measure reliably.

Where a grant, which is subject to performance-related conditions, is received in advance of FirstLight delivering the goods and services required, it is accounted for as a liability and shown on the balance sheet as deferred income.

Deferred income is released into income in the reporting period in which the performance-related conditions are met.

15. Expenditure incurred by FirstLight employees and its reimbursement

FirstLight, Carmichael Ireland, 4 North Brunswick Street, Dublin 7
 Website: www.firstlight.ie : E: info@firstlight.ie : P: 01-8732711
 Registered Charity No. CHY7716

Induction and Policy Manual

Expenditure should not be committed to without the prior approval of the CEO and Expenses, travel and subsistence claims should be in compliance with FirstLight policy. The Board are responsible for the review and approval of the policy.

Applications for reimbursement of expenditure incurred should be set out in an Expenses Excel Sheet and receipts should be numbered and attached. The CEO approves Expenses by signing and dating the Expenses Sheet. Expenses claimed by the CEO require the authorisation of FirstLight's Chair. The Expenses Sheet is passed to the GM for coding and further processing in line with the procedure outlined at 7 above. Expenditure items should be aggregated within the Expenses spreadsheet by expenditure type and the total figure per type should be coded by the GM. It is not necessary to include an expenditure code in the stamped section on the expenses cover sheet.

16. Petty Cash

Petty Cash should be kept to a minimum. Requests for Petty Cash cheques should be channelled via the CEO accompanied by a record demonstrating how the last issued cheque for Petty Cash purposes was spent. Drawings from Petty Cash should be vouched/receipted and recorded by the GM. All receipts should be retained in the Petty Cash box. The Petty Cash box should be kept in the Office safe.

The CEO requests the Treasurer to issue cheques for Petty Cash purposes. It is only the FirstLight Treasurer and a second signatory authorised in accordance with the Council resolution provided to the bank issuing the cheque book, that can sign cheques for Petty Cash purposes.

Induction and Policy Manual

Appendix 2.1.A.1

Code	Service	
68055	Audit Fees	EXPENDITURE
68060	Bank Charges	EXPENDITURE
69020	Board Development & Governance	EXPENDITURE
65010	Clerical Support	EXPENDITURE
66040	Computer Consumables	EXPENDITURE
60010	Counselling Services	EXPENDITURE
67011	Couriers	EXPENDITURE
65050	Depreciation	EXPENDITURE
63020	Employers PRSI Contribution	EXPENDITURE
63021	Employers PRSI Contribution-Counsellor	EXPENDITURE
62010	Evaluation/ Research	EXPENDITURE
68030	Garda Vetting	EXPENDITURE
61090	Governance & Training Seminars	EXPENDITURE
68020	HR Fees	EXPENDITURE
66030	ICT Maintenance	EXPENDITURE
65040	Insurance	EXPENDITURE
61740	Materials	EXPENDITURE
65020	Meetings	EXPENDITURE
68050	Monthly Accounts Fee	EXPENDITURE
61700	Newsletter	EXPENDITURE
67020	Office Supplies	EXPENDITURE
68040	Payroll Services	EXPENDITURE
63030	Pension Contribution	EXPENDITURE
67025	Photocopying	EXPENDITURE
61730	Photography	EXPENDITURE
62020	Policy & Research Support	EXPENDITURE
67015	Postage	EXPENDITURE
61010	Printed matter	EXPENDITURE
68010	Professional Fees	EXPENDITURE
61760	Promotion of Organisation	EXPENDITURE
61720	Publications	EXPENDITURE

Induction and Policy Manual

65030	Rent	EXPENDITURE
63011	Salaries-Counsellor	EXPENDITURE
63010	Salaries-Staff	EXPENDITURE
61710	Seminars & Conferences	EXPENDITURE
64020	Staff Development	EXPENDITURE
64030	Staff Recruitment	EXPENDITURE
68080	Subscriptions	EXPENDITURE
68070	Sundry Expenses	EXPENDITURE
60110	Support services	EXPENDITURE
66010	Telephone	EXPENDITURE
63040	Transfer CC	EXPENDITURE
64010	Travel & Subsistence-General	EXPENDITURE
60030	Travel-Awareness & Fundraising	EXPENDITURE
60020	Travel-Counselling	EXPENDITURE
66020	Website Costs	EXPENDITURE

Appendix 2.1.A.2

Grant Codes

- CCC CORK CITY COUNCIL
- CFI COMMUNITY FOUND IRELAND
- COU COUNSELLING
- CRR COMIC RELIEF
- HQ UNRESTRICTED (INCLUDES DTABILITY GRANTS)
- HSF HOSP SAT FUND
- NAT NATIONAL LOTTERY
- PPN PPN GRANTS
- ROS ROSABEL FUND
- SSN SSNO/POBAL
- TUS TUSLA
- COR CORK STREET FUND

Induction and Policy Manual

Appendix 2.1.B

Cash Count Sign-off Template

Date	Event	Donor	Amount (€)	Signature 1	Signature 2	

Appendix 2.1.C.

CARMICHAEL

Irish Sudden Infant Death Association

t/a FirstLight

FINANCIAL MANAGEMENT PROCESSES & INTERNAL CONTROLS

Note:

This is not a comprehensive compendium or a walkthrough of the processes. This is an internal document and stands to provide an overview of process and controls in the provision of accounting services to the Organisation. The information contained in this document is private and confidential. This document may not be reproduced or further distributed to any individual, group of individuals, regulator or body corporate without the prior written consent of Carmichael Centre.

Accounts Preparation

The following procedures are performed on the Exchequer software in the office in Carmichael Centre:

PURCHASES/ ACCOUNTS PAYABLE

- Creditor invoices are posted to Exchequer to the appropriate supplier code.
- A supplier code is set up for new suppliers.
- The invoices are posted using the expenditure codes outlined on the invoices during the approval process.
- CARMICHAEL perform a Creditor's reconciliation to ensure the nominal balance is recorded accurately. Any variances between the ledger and the creditor statements are investigated and amended by CARMICHAEL accounts staff. Significant issues with creditors or unreconciled ledgers are highlighted to the CEO for further investigation.
- CARMICHAEL staff conduct a full and thorough reconciliation of the Aged Creditors listing during the statutory audit.

Induction and Policy Manual

- CARMICHAEL staff complete substantive testing on the purchases ledgers and the controls therein.

BANK RECONCILIATION.

- Lodgements and payments are posted to the relevant codes.
- The closing balance per the nominal is matched to the closing balance on the bank statement and a bank reconciliation is conducted through Sage Micropay.
- CARMICHAEL complete the bank reconciliation as a matter of course. All differences are investigated and resolved.
- CARMICHAEL have zero tolerance for misbalance bank control accounts.
- CARMICHAEL staff conduct a full and thorough reconciliation of the Bank during the statutory audit.
- CARMICHAEL staff complete substantive testing on the payments & receipts ledgers and the controls therein during the statutory audit.

WAGES & SALARIES

- Wages and salary costs are journalled in the Accounts on a monthly basis from the detailed payroll summary report.
- The Gross costs are posted to the income & expenditure and the net costs are posted to the Wages Control Account.
- Net wages payments are posted to the Wages Control Account.
- The salaries are paid by EFT or Bankfile (BACS) from the wages summary report.
- Any balance or discrepancy is immediately investigated.
- The CEO is informed of any issues or unexplained variances.
- CARMICHAEL staff complete audit testing on the wages and salaries control account and also the wages and salaries expenses in the income and expenditure.
- CARMICHAEL complete detailed testing of payroll records including recalculation of wages computations; CARMICHAEL reconcile wages and salaries to contracts where practicable; Carmichael review minutes of Finance Committee Meetings where applicable.

ACCOUNTS REPORTING

- Management accounting reports including; the profit and loss account, balance sheet and bank reconciliations are emailed to the CEO for review.
 - These are further reviewed by the Finance Committee and Council.
- CARMICHAEL prepare monthly variance analysis against the previous year's reporting results. This is emailed to the CEO for review. These are further reviewed by the Finance Committee and Council.
 - CARMICHAEL prepare a variance analysis of actual monthly expenditure against the budget and this is sent to the CEO for review. These are further reviewed by the Finance Committee and Council.

AUDIT + OVERVIEW

CARMICHAEL assist the Statutory Audit for the Company.

Induction and Policy Manual

PAYROLL

PROCESSING

- Salaries are processed on a monthly basis on SAGE Micropay payroll software.
 - o CARMICHAEL receive confirmation of the wages and salaries on or before the 20th of the month.
 - o They are paid through online banking on the 3rd last working day of the month.
 - o CARMICHAEL upload and review the Revenue RPN document for amended/ updated tax certificates before processing the current month's salaries.

- Gross salaries are inputted into SAGE Micropay and they are reviewed to ensure they are in line with previous period as an initial test on processing and period end procedures.
 - o Wages (hourly/ part-time) rates are reviewed against the employee record where possible to ensure consistent application of pay-rates. Any variance in hourly rates are queried with the CEO before the processing is complete.

- Employees on sick leave are paid in accordance with FirstLight's sick leave policy. CARMICHAEL obtain conformation from the CEO before the payroll is processed for an employee on sick leave.

- The CEO informs CARMICHAEL of any employees leaving or starting during the period.
 - o For employees starting the CEO completes a New Starter form (see Appendix 2.1.D) and issues to Carmichael, their relevant details are inputted onto the software. CARMICHAEL informs the employee to register the new employment through MyAccount in order to notify Revenue of their employment and obtain an RPN.
 - o Employees who have not received their RPN are taxed on emergency basis and are reminded to complete the registration process.
 - o CARMICHAEL notifies Revenue of any employees leaving by inputting the leave date on SAGE Micropay software and uploading the monthly return. The CEO informs CARMICHAEL of holiday pay due back to them if any and this is inputted onto the payslip.

APPROVAL & REPORTING

- CARMICHAEL email the payroll summary report to the CEO for review and final approval of the gross salaries and taxes deducted.
- Salary payments are uploaded to IBB by CARMICHAEL on the 5th last working day of the month and require authorisation by the Treasurer and one of the two other people noted on the Bank Mandate approved by FirstLight's Council before payment is processed from the bank account.
- Payslips are emailed to all employees with password protection on the 5th last working day of the month.

REVENUE UPLOADS

- The monthly return is submitted, by CARMICHAEL, to Revenue using the up-to-date RPN on the 5th last working day of the month, before payments are made from the bank, to avoid interest and late filing penalties.
-

Induction and Policy Manual

Fixed Assets Register

A fixed asset register is maintained containing details of the date of the asset purchase, its cost, depreciation, net book value and location. Any movement on the fixed assets is noted and the register is updated accordingly by CFS.

Appendix 2.1.D

Organisation: FirstLight

NEW EMPLOYEES

Name:	
Address:	
Date started:	
PPS No.	
Date of Birth	
Contact Number	
Email Address	For payslip:
Job Title	
Annual Salary	
Number of hours per week	
Number of days per week	
Annual Leave	
	Please request new Employee to register you as their employer in MyAccount on ROS
Issued by:	

Induction and Policy Manual

SECTION 18.6: MEDIA RELATIONS POLICY

To ensure the quality and consistency of information distributed to the media on behalf of FirstLight, the following policy will be apply:

MEDIA INQUIRY PROCEDURES

- **Primary Contact:** Andrew Mernagh, General Manager
- **Secondary Contact:** Fionnuala Sheehan, CEO

Description

How to handle inquiries from any media i.e. print, broadcast, online media, professional or trade bodies, and public or semi-state bodies.

Background

FirstLight strives to advance its mission by communicating openly and honestly using consistent messages with its service users, including the media. It is important for all FirstLight staff and board members to reinforce these messages by referring all media inquiries to the appropriate senior staff.

Procedure

All media inquiries are to be handled by Andrew Mernagh or Fionnuala Sheehan, regardless of who the media representative is, whom he or she represents, or how innocuous the request.

If Andrew Mernagh or Fionnuala Sheehan are unavailable, take the following steps:

- Request the journalist's name, phone number, and deadline.
- Request the journalist to email his/her enquiry to andrew@firstlight.ie and to include fionnuala@firstlight.ie and his/her deadline and best contact number.

Let the journalist know that Andrew Mernagh or Fionnuala Sheehan will return the call by stated time and date. Contact Andrew Mernagh or Fionnuala Sheehan

- Andrew Mernagh Mobile: 087-2911028
- Fionnuala Sheehan Mobile:086-8581268.

Please do not offer information to media — even if you know the answer. It is helpful to FirstLight that all media enquires be handled by senior staff and documented. Also, it is too easy to get quoted as an organization spokesperson if you volunteer something the journalist wants to use. Assure the journalist that someone will respond in time to meet the deadline.

If you cannot reach Andrew Mernagh or Fionnuala Sheehan to respond in time for the deadline, call the journalist back, explain the situation, apologise, but still decline to answer the question yourself. *In no case* should you let the deadline come and go without any response. Then, please leave a detailed message for Andrew Mernagh and Fionnuala Sheehan so that they can follow up with the journalist. It is never advisable to say “no comment,” since that constitutes a form of an answer that may be used against the organisation in some instances.

Induction and Policy Manual

Key Points to Remember When Dealing with the Media:

- Always be polite
- Always be helpful
- Find out what the journalist needs to know and what his or her deadline is.
- Don't let a deadline pass without a response.
- Never get drawn into providing information or opinions that you don't have the authority to provide.
- Always inform Andrew Mernagh or Fionnuala Sheehan of the call for follow-up.

Failure to comply with FirstLight's media policy will be grounds for disciplinary action.

Thank you for helping FirstLight provide accurate, timely, honest, and thoughtful assistance to the media.

Yours sincerely

Fionnuala Sheehan
CEO
FirstLight

Updated 3 September, 2018

SECTION 18.7: REVIEWING SERVICE PERFORMANCE

Development and review of services activity

The information contained in the attached Activity Report to be updated on a quarterly basis and compared against the activity assumptions underpinning the organisation's annual budget, service agreements and restricted funds. The information required to complete Activity Reports to be modified as necessary to enable the above-mentioned comparison to be undertaken. Activity Reports to be completed by end of the second week following a quarter end.

Inputs into the Activity Report to be provided by the Director of Clinical Services and by the General Manager. The CEO is responsible for finalising the Activity Reports, undertaking the comparisons referred to in paragraph 1 above and explaining any differences.

Review of Activity Reports

Activity Reports will be circulated to the Management Team for consideration at Team Meetings and will be circulated to Council members for consideration at the Council meeting following Quarter end. Decisions made at Council will be communicated by the CEO to the Management Team for action and review.

Review

The format of the Activity Report will be reviewed periodically in the light of any feedback from Council, the Management Team, stakeholders and changing circumstances or reporting requirements.

5 March, 2019

Induction and Policy Manual

SECTION 19: FIRSTLIGHT EMPLOYEE HANDBOOK



Irish Sudden Infant Death Association t/a FirstLight

Employee Handbook

Disclaimer

The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.

Induction and Policy Manual

FirstLight		EMPLOYEE HANDBOOK
TABLE OF CONTENTS		
1.	STAFF ACKNOWLEDGEMENT FORM.....	6
2.	INTRODUCTION	7
3.	JOINING OUR ORGANISATION.....	8
3.1.	Probationary Period.....	8
3.2.	Job Description	8
3.3.	Staff Training	8
3.4.	Staff Development Programme	8
3.5.	Performance and Review.....	8
3.6.	Flexibility	8
3.7.	Mobility	8
3.8.	Temporary Shortage of Work.....	8
3.9.	Criminal Convictions.....	8
4.	WAGES AND SALARIES	9
4.1.	Payment	9
4.2.	Overtime	9
4.3.	Overpayments.....	9
4.4.	Income Tax and Social Insurance.....	9
5.	LATENESS & ABSENTEEISM	10
5.1.	Punctuality	10
5.2.	Absence Must Be Notified	10
5.3.	Disciplinary Action.....	10
6.	LEAVE	11
6.1.	Maternity Leave.....	11
6.2.	Adoptive Leave.....	13
6.3.	Paternity Leave.....	13
6.4.	Parental Leave.....	14
6.5.	Bereavement / Compassionate Leave	15
6.6.	Force Majeure Leave	15
6.7.	Doctor / Dental / Hospital Appointment	15
6.8.	Personal Leave	16
6.9.	Carer's Leave	16
6.10.	Jury Service	16
6.11.	Annual Holidays.....	16
6.11.1.	Conditions Applying To Your Annual Holiday Entitlement.....	17
6.11.2.	Holiday Approval Process.....	17
6.11.3.	Carry Over And Holiday Balances.....	17
6.11.4.	Absence And Holidays	18
6.11.5.	Late Return From Holiday	18
6.11.6.	New Employees.....	18
6.11.7.	Leavers	18
6.11.8.	Public Holidays	18
7.	ATTENDANCE AND TIME KEEPING.....	19
7.1.	Hours of Work	19
7.2.	Lateness	19
7.3.	Sickness	19
8.	PAYMENTS & UNAUTHORISED LEAVE	20
8.1.	Payment.....	20
8.2.	Unauthorised Leave.....	20
9.	ABSENCE DUE TO ILLNESS	21
9.1.	Medical Certificate.....	21
9.2.	Unnecessary Absence Reduces Efficiency	21
9.3.	Absence Must Be Notified	21
9.3.1.	Lack of Dexterity or General Ill Health.....	21
9.3.2.	Other Affliction	21
10.	OTHER BENEFITS.....	22
10.1.	Personal Retirement Savings Account (PRSA).....	22
11.	CONFIDENTIALITY	23
11.1.	Confidentiality is Paramount.....	23
12.	COPYRIGHT, MEDIA & COMPUTERS	24
12.1.	Copyright.....	24
12.2.	Statements To The Media	24
12.3.	Use of Computer Equipment.....	24
12.3.1.	New Software	24
12.3.2.	Access to Computer Equipment	24
12.3.2.	Organisation Consent.....	24
12.3.4.	Unauthorised Access	24

Disclaimer

The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.

Induction and Policy Manual

13.	ELECTRONIC MAIL, INTERNET AND TELEPHONE USE POLICY.....	25
13.1.	Introduction	25
13.2.	Copyright.....	25
13.3.	Security and Confidentiality	25
13.4.	Software and the Organisation's Systems	25
13.5.	Email Contracts	25
13.6.	Evidence.....	25
13.7.	Permitted Email Use	25
13.8.	Restriction and Monitoring of Email Use	26
13.9.	Outgoing Email	26
13.10.	Incoming Email	26
13.11.	Email Rules.....	26
13.12.	Virus Detection and Protection.....	27
13.13.	Access to and use of the Internet.....	27
13.14.	Personal Websites Outside Activities.....	28
13.15.	Telephone Policy	29
13.16.	Personal Calls.....	29
13.17.	Organisation Mobile Phone Policy	29
13.17.1.	Rules for Use of Organisation Mobile Phones	29
13.18.	Rules for Use of Personal Mobile Phones	30
13.19.	Employee Consent	30
14.	SOCIAL MEDIA AND SOCIAL NETWORKING POLICY.....	31
15.	WASTE	34
15.1.	Minimum Waste Policy	34
15.2.	Avoid Extravagant Use of Services, Time & Energy.....	34
15.2.1.	Machines & Equipment	34
15.2.2.	Conserve Energy	34
15.2.3.	Assist Colleagues.....	34
15.2.4.	Productivity	34
16.	TAKING CARE & ACTING RESPONSIBLY	35
16.1.	Re-Imbursement for Negligence	35
16.2.	Observation of Rules, Procedures & Instruction.....	35
16.3.	Deductions.....	35
17.	STANDARDS OF DRESS	36
17.1.	Dress Code	36
18.	HEALTH AND SAFETY POLICY	37
18.1.	Fire Prevention and Procedures	37
18.2.	Emergency Procedures	37
19.	ALCOHOL, DRUGS & SMOKING POLICY.....	38
19.1.	Absenteeism	38
19.2.	Higher Accident Levels	38
19.3.	Loss of Productivity	38
19.4.	Smoke Free Work Place.....	38
19.5.	Drugs and Alcohol Free Work Place	38
19.5.1.	PROHIBITION	38
19.5.2.	DRUG AND ALCOHOL TESTING POLICY	39
20.	HYGIENE.....	40
20.1.	Dressing Cuts & Burns.....	40
20.2.	Jewellery	40
20.3.	Make-up & Perfume	40
20.4.	Contact with Infectious Disease	40
21.	GENERAL INFORMATION.....	41
21.1.	Changes In Personal Details.....	41
21.2.	Other Employment.....	41
21.3.	Time Off	41
21.4.	Travel Expenses	41
21.5.	Employees' Property	41
21.6.	Lost Property	41
21.7.	Gifts.....	41
21.8.	Redundancy	41
21.9.	Lay Off/Short Time	42
21.10.	Contractors.....	42
21.11.	Right to Search	42
21.12.	Retirement Age	42
21.13.	Closed Circuit Television (CCTV)	42
21.14.	Severe Weather Policy.....	42
22.	VISITOR PARKING, SELLING, COLLECTIONS, & FRIENDS AND RELATIVES CONTACT.....	43
22.1.	Visitor Parking.....	43
22.2.	Buying Or Selling Of Goods	43
22.3.	Collections From Employees	43
22.4.	Friends And Relatives Contact	43
23.	GRIEVANCE PROCEDURE	44
23.1.	Purpose of Grievance Procedure	44
23.2.	Grievance Procedure Policy	44
23.3.	Informal Grievance Procedure – Open Door Procedure.....	44

Disclaimer

The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.

Induction and Policy Manual

23.4.	Formal Grievance Procedure.....	44
24.	FORMAL INVESTIGATION PROCEDURE.....	45
25.	DIGNITY AT WORK POLICY.....	46
25.1.	Policy Statement.....	46
25.2.	What is Bullying?.....	46
25.3.	What is Harassment?.....	47
25.4.	What is Victimisation?.....	47
25.5.	Commitment to the Prevention of and Dealing with Bullying and Harassment.....	47
25.6.	Reporting Procedure.....	47
25.7.	Contact Person.....	48
25.8.	Confidentiality.....	48
25.9.	Informal Procedure.....	48
25.10.	Follow Up.....	48
25.11.	Formal Procedure.....	49
25.12.	Conduct of Formal Investigation.....	49
25.13.	Report.....	50
25.14.	Protection against Victimisation.....	50
25.15.	Statutory Rights Protected.....	50
25.16.	Redeployment to another area.....	50
25.17.	Malicious or Vexatious Complaints.....	50
25.18.	Review of Policy.....	51
26.	CAPABILITY AND COMPETENCE.....	52
26.1.	Introduction.....	52
26.2.	Job Changes.....	52
26.2.1.	Training & Supervision.....	52
26.2.2.	Inadequate Performance.....	52
26.2.3.	If No Improvement.....	52
26.2.4.	Sanction.....	52
27.	DISCIPLINARY OVERVIEW.....	53
27.1.	Disciplinary Purpose.....	53
27.2.	Disciplinary Policy.....	53
28.	MISCONDUCT.....	54
28.1.	Minor Misconduct.....	54
28.2.	Gross Misconduct.....	54
29.	DISCIPLINARY PROCEDURE.....	55
29.1.	Informal Disciplinary Procedure.....	55
29.2.	Disciplinary Procedure.....	55
29.3.	Stage 1 – Verbal Warning.....	56
29.4.	Stage 2 – First Written Warning.....	56
29.5.	Stage 3 – Final Written Warning.....	56
29.6.	Stage 4 – Suspension.....	56
29.7.	Stage 5 – Dismissal.....	56
29.8.	Disciplinary Appeals Procedure.....	57
30.	EQUAL OPPORTUNITIES POLICY.....	58
30.1.	Statement Of Policy.....	58
31.	COMMUNICATION POLICY.....	59
32.	RECRUITMENT & SELECTION.....	60
33.	GENERAL DATA PROTECTION POLICY.....	61
33.1.	Introduction.....	61
33.2.	definitions.....	61
33.3.	General Data Protection Principles.....	61
33.4.	What is Personal Data?.....	62
33.5.	The Organisation’s Obligations.....	62
33.6.	Nature of Employee Information.....	62
33.7.	Purpose of Processing General Employee Information.....	62
33.8.	Keeping Employee Information.....	62
33.9.	Sharing Personal Data.....	62
33.10.	Your Rights under the Data Protection Rules.....	63
33.11.	Your Responsibilities under the Data Protection Rules.....	63
33.12.	Your Personal Information.....	63
33.13.	Personal information relating to employees and Clients.....	64
33.14.	Breach.....	64
33.15.	Variation.....	64
34.	WHISTLEBLOWING POLICY.....	65
34.1.	Introduction.....	65
34.2.	Policy Statement.....	65
34.3.	Purpose.....	65
34.4.	Objectives.....	65
34.5.	Scope.....	65
34.6.	Definitions.....	65
34.7.	Protected Disclosure.....	65
34.8.	Procedure for Whistleblowing (Protected Disclosure) for All Staff.....	66
35.	CONCLUSION.....	67
36.	APPENDIX 1 – LEAVE APPLICATION FORM.....	68
37.	APPENDIX 2 – NOTIFICATION REQUIRED BY EMPLOYEE IN RESPECT OF MATERNITY/ADOPTIVE LEAVE.....	69

Disclaimer

The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
1. STAFF ACKNOWLEDGEMENT FORM	

This Employee Handbook has been prepared for your information and understanding of the policies, practices and benefits of FirstLight.

PLEASE READ IT CAREFULLY.

After you have read it please sign the statement below, and return to your Manager.

I, _____, have received and read a copy of the FirstLight Employee Handbook, which outlines the policies and procedures of FirstLight, as well as my responsibilities as an employee.

I have familiarised myself with the contents of this Employee Handbook. By my signature below I acknowledge, understand, accept, and agree to comply with all of the policies and procedures set out in the FirstLight Employee Handbook. Since the information in this Employee Handbook is subject to change, as situations warrant, it is understood that changes in the Handbook may supersede, revise, or eliminate one or more of the policies in the Handbook. These changes will be communicated to me by my Manager or through official notices. I accept responsibility for keeping myself informed of these changes.

I understand that this Employee Handbook forms part of my contract and should be deemed as such.

I accept that FirstLight has the right to amend this Employee Handbook, as it deems necessary in its sole discretion.

(Employee Signature)

(Date)

Irish Sudden Infant Death Association t/a First Light	Page 6 of 73
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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
2. INTRODUCTION	

I would like to take this opportunity to welcome you to FirstLight.

As our Organisation continues to develop and grow, it is essential that we invest as much time and training into the on-going development of our people, systems, and of course our clients. Needs will change and expectations will increase so we must, as an Organisation, be prepared to change with them.

FirstLight is in an excellent position to continue its growth, and your on-going support will contribute greatly towards this. We are an "open communication" Organisation, so it is important for each person to openly express their views without bias or prejudice.

An Organisation, like any team, is only as good as its combined members make it. Team spirit cannot be bought - no amount of money can compensate for lack of interest, or replace the will to win. Such spirit can only be created from within. Great team effort is required to award our clients with the level of service that they deserve, the quality of our service ensures client satisfaction and the continued security of our jobs, our employees have contributed greatly to our success over the years.

This handbook is intended to introduce you to our Organisation. It seeks to inform you about some of our Organisation policies and procedures, some of which we are still in the process of developing.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

From time to time you may have work queries, or suggestions, which we would like to know about, please feel free to discuss such matters with your Manager.

We hope that you will enjoy being part of our team and we wish you every success in your career.

Signed: _____
 Fionnuala Sheehan
 CEO

Irish Sudden Infant Death Association t/a First Light	Page 7 of 73
Disclaimer	
The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
3. JOINING OUR ORGANISATION	
<p>3.1. PROBATIONARY PERIOD</p> <p>Every employee joins on an initial probationary period of six months. This does not prejudice our right to dismiss, in accordance with the notice provisions contained in your individual statement of main terms of employment, or without notice for reasons of misconduct, should this be necessary. During this period your work performance and suitability will be assessed, and if your work performance is not up to the required standard or you are considered to be unsuitable, we may either take remedial action or terminate your employment, without recourse to the disciplinary procedure. At the end of your probationary period you will again be re assessed. If you have not reached the required standard we may in our discretion either extend the probationary period in order that remedial action can be taken or terminate your employment. The probationary period will not in any case exceed the period outlined in your contract of employment. You will receive notice of the Organisation's intention to extend the probationary period before or at the end of the initial 6 month probationary period. Any continuous period of absence of four weeks or more will suspend your probationary period until your return to work. The Organisation further reserves the right to terminate your employment at any time during your initial 6 months of employment, without recourse to the disciplinary procedures.</p>	
<p>3.2. JOB DESCRIPTION</p> <p>Where you have been provided with a job description for the position to which you have been appointed, please note that amendments may be made to your job description from time to time, in relation to our changing needs and your own ability. It may be necessary for you to take over some duties normally performed by colleagues.</p>	
<p>3.3. STAFF TRAINING</p> <p>At the commencement of your employment you will receive induction training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the service.</p>	
<p>3.4. STAFF DEVELOPMENT PROGRAMME</p> <p>The objective of the Staff Development Programme is to assist staff in continuing to maintain knowledge and skill at a level required to ensure that our clients receive the advantage of competent service based on up-to-date educations in practice, legislation and techniques.</p>	
<p>3.5. PERFORMANCE AND REVIEW</p> <p>Our policy is to monitor your work performance on a continuous basis, so that we can maximise your strengths and help you to overcome any possible weaknesses. This also gives us the opportunity to receive feedback from our staff.</p>	
<p>3.6. FLEXIBILITY</p> <p>It will be a condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within the Organisation. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and maintain the highest level of service to our clients. This includes moving from shift to shift as required</p>	
<p>3.7. MOBILITY</p> <p>Although you will be usually employed at one particular site, it is a condition of your employment that, should the need arise you will be prepared, to transfer to any other of our sites and/or the premises where applicable. This flexibility is essential to the smooth running of the Organisation.</p>	
<p>3.8. TEMPORARY SHORTAGE OF WORK</p> <p>If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates temporarily placing you on short time or having to lay you off work without pay.</p>	
<p>3.9. CRIMINAL CONVICTIONS</p> <p>You must make the Organisation aware of any criminal convictions you have, past or present, of any nature. You will be subject to Garda Vetting prior to your appointment with the Organisation and the Organisation reserve the right to Garda vet you at any stage during your employment (where applicable). Failure to complete this may result in disciplinary action up to or including termination of your employment.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 8 of 73</p> <p>Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
4. WAGES AND SALARIES	
4.1. PAYMENT	
<ul style="list-style-type: none"> • Payment will be made monthly in arrears, by credit transfer to your bank account, and such payment arrangement shall remain in force until otherwise mutually agreed in writing. • You will receive a pay slip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. PAYE, PRSI, etc. • Any pay queries which you may have should be first raised with your Manager. 	
4.2. OVERTIME	
It is a condition of employment that some employees should be available to work outside the normal hours of work.	
4.3. OVERPAYMENTS	
If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.	
4.4. INCOME TAX AND SOCIAL INSURANCE	
At the end of each tax year you will be able to view your End of Year Statement through myAccount service on Revenue's online system, this will show the total pay you have received from us during that year and the amount of deductions for Income Tax and PRSI.	
Irish Sudden Infant Death Association t/a First Light Page 9 of 73	
<p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
5. LATENESS & ABSENTEEISM	
<p>5.1. PUNCTUALITY You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work. You must be ready to start work at your appointed time. This is extremely important because we are responsible to our clients/customers. The Organisation attaches great importance to consistent punctuality and as part of this policy, will take disciplinary action against latecomers.</p> <p>5.2. ABSENCE MUST BE NOTIFIED All absences must be notified in accordance with the absence reporting procedures laid down in this Employee Handbook.</p> <p>5.3. DISCIPLINARY ACTION Lateness or absence may result in disciplinary action and/or loss of appropriate payment.</p>	
Irish Sudden Infant Death Association t/a First Light Page 10 of 73	
<p align="center">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
6. LEAVE	
6.1. MATERNITY LEAVE	
<p>You should inform your Manager as soon as it is confirmed that you are pregnant. Once notified, your Manager will explain entitlements, benefits and other issues applicable to you under current legislation. You are entitled to 26 consecutive week's ordinary maternity leave. You are also entitled to take additional maternity leave of up to 16 weeks immediately after the end of your ordinary maternity leave. There is no obligation under Irish law for FirstLight to pay an employee whilst the employee is on maternity or additional maternity leave. FirstLight does not pay for maternity leave. Employees on maternity leave are entitled to claim social welfare benefit during the period of maternity leave, but excluding any period of additional maternity leave.</p> <p>It is the policy of FirstLight to provide maternity benefits that fully complies with the law on maternity rights. The policy applies to all female members of staff and aims to inform them of their entitlement to contractual and statutory maternity rights and also to ensure those rights are understood.</p> <p>This policy will also ensure that female employees will be protected against discrimination of loss of employment through redundancy or dismissal on the grounds relating to pregnancy and taking maternity leave.</p> <p>The following summarises the arrangements within FirstLight and ensures compliance with Maternity Protection Act 1994 and 2004 and any subsequent amendments.</p> <p>You should submit a completed MB1 form to the Maternity Benefits Section of the Department of Social Protection, 6 weeks before date of commencement of maternity leave and the MB 2 Employers Certificate should also be given to FirstLight to fill out. When you then receive notification from the Department of Social Protection you should forward a copy of the letter confirming maternity benefit to the Payroll Administrator before commencing Maternity Leave.</p> <p>A pregnant FirstLight employee, subject to the conditions set out, is entitled to a period of maternity leave of 26 weeks. However, in order to avail of this right, the employee must have notified FirstLight, in writing, of her intention to take maternity leave as soon as is reasonably practicable, but not later than four weeks before the commencement of maternity leave. The employee must also produce, for FirstLight's inspection, a medical certificate confirming the expected date of birth along with the form found in Appendix 2 of this Handbook. Similar to time off for ante-natal and post-natal care, it is essential that employees provide the appropriate notice of intention to take maternity leave in order that appropriate arrangements can be made for their absence.</p> <p>It is ultimately at the employee's discretion as to the period of maternity leave which she wishes to take. However, by law an employee must take a minimum of two weeks prior to the birth, and at least four weeks after the birth, of the child.</p> <p>A FirstLight employee who has taken maternity leave may also avail of her entitlement to what is known as additional maternity leave for a period of up to sixteen consecutive weeks. This period of additional maternity leave must commence immediately after the end of her maternity leave and is, again, subject to the employee having notified FirstLight, not later than four weeks before the date on which she would have been expected to return to work.</p> <p>In the unfortunate event should an employee miscarry after the 24th week, she will be entitled to Maternity Leave. In the event of the hospitalisation of the child (in respect of whom the maternity leave is taken) an employee may request her employer to postpone her maternity leave/additional maternity leave and allow her to return to work on an agreed date.</p> <p><u>Medical appointments / Ante-natal classes</u></p> <p>If you are pregnant, then regardless of length of service or status (full or part-time), you are eligible to paid time off during working hours for the purpose of attending medical appointments, which have been recommended by your doctor or midwife. (This includes the time required to travel to and from the appointment).</p> <p>You must, where possible, give written notification to the Organisation of the date and time of the medical appointments at least two weeks in advance. The Organisation requests that, where possible, appointments are at the beginning or at the end of the working day. If the appointment finishes during the working day you are required to return to work.</p> <p>You are also entitled to take paid time off work to attend one set of antenatal classes (but not the last three of the series of classes as these would normally occur after maternity leave has started). This right to attend only one set of antenatal classes (except the last three in a set) covers all pregnancies while in employment. It does not mean you have the right to paid time off work to attend antenatal classes each time you are pregnant in employment. Instead, the entitlement covers one set of classes over all your pregnancies. If for any reason you are unable to attend some classes due to reasons beyond your control (i.e., premature birth or illness) you can carry over your entitlement to paid time off work to attend any untaken classes to your subsequent pregnancies (except the last three in a set).</p>	
Irish Sudden Infant Death Association t/a First Light	Page 11 of 73
Disclaimer	
The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.	

Induction and Policy Manual

If you are an expectant father, you are also entitled to a once-off right to time off from work, without loss of pay, for the purpose of attending the last two ante natal classes in a set of such classes attended by the expectant mother of your child before the birth of the child. Save for emergency situations, this right is subject to you giving the Organisation at least two weeks' notice before the first class or class concerned and appropriate documentation giving the dates and times of the classes.

If the baby is born prematurely, i.e. before the maternity leave has started, maternity leave will commence on the day that the baby is born.

Health and Safety Leave

There is an obligation on FirstLight to carry out a specific risk assessment for FirstLight employees who are pregnant or have just given birth, or who are breastfeeding, in order to assess what particular hazards there may be, for these employees in the workplace. Should this risk assessment determine that certain hazards exist, which cannot otherwise be eliminated, FirstLight will move the employee to alternative work or, if this is not feasible, the employee will be granted health and safety leave. The employee is entitled to payment in respect of the first 21 days of such health and safety leave and can apply for social welfare benefit for any period thereafter.

Similar to other forms of protective leave, a FirstLight employee is entitled to return to work with FirstLight in the job which she held immediately before commencing maternity leave, subject always to the employee having notified FirstLight of her intended return to work, not later than four weeks before the date of expected return.

In some cases, it is not always possible for FirstLight to permit the employee to return to work in the same job as the employee previously undertook. Where this is not reasonably practicable FirstLight will offer the employee suitable alternative work. The work will be appropriate for the employee in the particular circumstances and the terms and conditions of the new position will not be substantially less favourable to those which the employee previously enjoyed.

During any period of absence from work on maternity leave or additional maternity leave, an employee's statutory and contractual rights remain preserved (other than of course the employee's right to remuneration). Absence whilst on health and safety leave will be protected in the same way. Absences while on protective leave cannot be regarded as part of an employee's sick leave or annual leave.

FirstLight recognises that dismissals connected with pregnancy or giving birth are deemed to be unfair and therefore abides by Unfair Dismissals legislation.

Maternity Benefit

Maternity Benefit is a payment made to women in Ireland on ordinary maternity leave from work and who have paid a certain amount of PRSI (Pay Related Social Insurance). You need to apply for the payment 6 weeks before you intend to go on maternity leave to the Maternity Benefit Section, Department of Social Protection. Additional maternity leave is unpaid.

Annual Leave/Public Holiday Entitlements

Your entitlement to annual leave and public holidays will continue to accrue as normal during both ordinary maternity leave and additional maternity leave.

Pension

All pension contributions (where applicable) will cease for the duration of maternity leave.

Sickness

In the event of the sickness of the employee (if this occurs during her last four weeks of maternity leave or if she is already on additional maternity leave) the employee may request her employer to terminate her period of additional maternity leave. The employee's absence from work due to sickness following such termination shall be treated in the same manner as any absence from work of the employee due to sickness. However, the employee shall not be entitled subsequently to avail of the untaken period of additional maternity leave.

Return to work

You will be entitled to return to work after maternity leave ends, unless it is not reasonably practical for the Organisation to allow you to return to your old job. If this is the case, you will be offered a suitable alternative on terms no less favourable compared with your previous job including any improvement in pay or other conditions which occurred while you were on maternity leave. The employee must give written notification of her intention to return to work at least 4 weeks before the date on which she is due to return to work. Where the employee has not given the required notification under the Act or this policy, FirstLight may consider disciplinary action up to and inclusive of termination of the contract of employment.

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Induction and Policy Manual

6.2. ADOPTIVE LEAVE

This policy extends to adopting mothers and sole male adopters. FirstLight does not pay for adoptive leave. Employees on adoptive leave are entitled to claim social welfare benefit during the period of adoptive leave, but excluding any period of additional adoptive leave. You should apply to the Adoptive Benefit Section, Social Welfare Services Office.

If you are adopting a child, you are entitled to a minimum of 24 consecutive week's ordinary adoptive leave starting on the day of placement of the child. In addition to the minimum period of adoptive leave, you are entitled to take up to 16 weeks additional unpaid adoptive leave. All additional adoptive leave must run consecutively with statutory adoptive leave and be taken directly following the termination of statutory leave (exceptions to this may apply in the case of foreign adoptions).

You must notify the Organisation in writing of your intention to take adoptive leave no later than 4 weeks before the expected date of placement by filling out the **Form found in Appendix 2 of this Handbook**. The date of placement should be confirmed within 4 weeks of it occurring. The employee should submit a completed AB1 form together with all the relevant certificates to the Department of Social Protection 5 weeks before the date of commencement of adoptive leave. A copy of the AB1 should be given to the Organisation. You must produce a copy of the certificate of placement or declaration of eligibility and suitability in the case of a foreign adoption.

Employees are entitled to attend pre-adoption meetings. In order to attend a meeting they should give as much notice as possible to their Manager and provide proof of the meeting if requested. Where an employee has not completed his/her probation period prior to commencing adoptive leave, the probation period will be suspended until he/she returns to work.

Postponement

If the expected date of placement is postponed, the period of Adoptive Leave will also be postponed. The new expected date of placement must be communicated to your Manager as soon as is reasonably practicable.

You must inform your Manager in writing of the pending Adoptive Leave as soon as is practicable but no later than 4 weeks before the commencement of Adoptive Leave. For practical reasons, it is desirable that you provide as much notice as possible so that appropriate arrangements can be made.

If the employee wishes to avail of the 16 weeks extended (unpaid) Leave, he/she must do so by writing to their Manager at least 4 weeks prior to the expected date of return from paid Leave.

In foreign adoption cases, the adopting employee may take some or all of the additional leave before the date of placement. Written notification must be supplied to your Manager at least 4 weeks before the Leave begins.

Annual Leave/Public Holiday entitlements

Your entitlement to annual leave and public holidays will continue to accrue as normal during both ordinary adoptive leave and additional adoptive leave.

Pension

All pension contributions (where applicable) cease for the duration of adoptive leave.

Return to Work

Employees must give at least 4 weeks' notice in writing of their return to work after adoptive leave or additional leave. Where the employee has not given the required notification under the Act or this policy, FirstLight may consider disciplinary action up to and inclusive of termination of the contract of employment. You will be entitled to return to work after adoptive leave ends, unless it is not reasonably practical for the Organisation to allow you to return to your old job. If this is the case you will be offered a suitable alternative on terms no less favourable compared with your previous job including any improvement in pay or other conditions, which occurred while you were on adoptive leave.

6.3. PATERNITY LEAVE

This policy extends to any employees who are relevant parents in relation to a child as defined by the Paternity Leave and Benefit Act 2016. The Organisation does not pay for Paternity Leave. Employees on Paternity Leave are entitled to claim social welfare benefit during the period of Paternity Leave. You should apply to the Paternity Benefit Section, Social Welfare Services Office.

It is the policy of the Organisation to provide paternity benefits that fully comply with the law on paternity rights. The policy applies to all members of staff and aims to inform them of their entitlement to contractual and statutory paternity rights and also to ensure those rights are understood.

The following summarises the arrangements within the Organisation and ensures compliance with Paternity Leave and Benefit Act 2016 and any subsequent amendments. A Organisation employee who is to become a relevant parent to a child, subject to the conditions set out in legislation, is entitled to a period of paternity leave of 2 working weeks. Other than certain circumstances outlined in the legislation, the leave will comprise a single period of two weeks.

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Induction and Policy Manual

However, in order to avail of this right, the employee must notify the Organisation, in writing, of their intention to take paternity leave as soon as is reasonably practicable, but not later than four weeks before the commencement of paternity leave.

At the time of notification, or as soon as reasonably practicable afterwards, the employee must give their employer a copy of the medical certificate confirming the pregnancy of the expectant mother and confirming the expected week of confinement of the expected mother. In the case of adoption (other than intercountry adoption effected or to be effected outside the state) notification, in writing, of the expected day of placement is required as soon as reasonably practicable by using the **Form found in Appendix 3 of the Handbook**. A copy of the certificate of placement issued to the adoptive parent/s must be supplied as soon as possible but no later than 4 weeks after the date of placement.

It is ultimately at the employee's discretion as to when they wish to take the period of paternity leave provided that this is not earlier than the date of confinement or day of placement, as the case may be, and not later than 26 weeks after such date or day.

In circumstances where the birth of a child is early (Early Confinement), occurring 4 weeks or more before the expected date of confinement, the parent may still avail of paternity leave, provided that notification is received within 7 days commencing on the date of confinement.

During any period of absence from work on paternity leave, an employee's statutory and contractual rights remain preserved (other than the employee's right to remuneration). Absences while on protective leave cannot be regarded as part of an employee's sick leave or annual leave.

Antenatal Classes -

If you are an expectant father you are also entitled to a once-off right to time off from work, without loss of pay, for the purpose of attending the last two ante natal classes in a set of such classes attended by the expectant mother of your child before the birth of the child. Save for emergency situations, this right is subject to you giving the Organisation at least two weeks' notice before the first class or class concerned and appropriate documentation giving the dates and times of the classes.

Paternity Benefit -

Paternity Benefit is a payment made to employees in Ireland on paternity leave from work and who have paid a certain amount of PRSI (Pay Related Social Insurance). You need to apply for the payment 4 weeks before you intend to go on paternity leave to the Paternity Benefit Section, Department of Social Protection.

6.4. PARENTAL LEAVE

Parental Leave applies to all employees who have completed 12 months' continuous service. Any employee who is the natural or the adoptive parent of a child is entitled to 18 weeks unpaid leave.

You have a statutory entitlement to take the 18 weeks parental leave in separate blocks of a minimum of six continuous weeks. The leave must be taken before the child reaches 8 years of age (exceptions apply in the case of children who are adopted or disabled). However, where a child is approaching the age threshold set out above and you have more than 3 months but less than 12 months service you will be entitled to pro-rata parental leave. Requests for parental Leave must be applied for in writing to your Manager six weeks before the expected commencement date.

In the case of adoption you have a statutory entitlement to parental leave within 2 years of placement where the child is nearly 8. In the case of a child with a disability or a long-term illness leave may be taken up to 16 years of age. In addition an extension may also be allowed where illness or other incapacity prevented you taking the leave within the normal period.

The leave applies for each child, and is granted to each parent. If both parents work for FirstLight, you may transfer 14 weeks of your parental leave entitlement to each other, if agreed by the Organisation. Where a parent has more than one child, they may not take more than 18 weeks in a 12 month period, except when the parent is taking leave for twins. **The Form found in Appendix 4 of this Handbook** should be used specifying the commencement date and the proposed duration of the parental leave. Your entitlement to annual leave and public holidays will continue to accrue as normal during parental leave.

Postponement

Requests for parental leave may be postponed for up to 6 months. After that, the leave will not be postponed without further written agreement. Grounds for such a postponement include lack of cover or the fact that other employees are already on parental leave. Normally only one postponement is allowed, but it may be postponed twice if the reason is seasonal variations in the volume of work.

Postponement will be submitted in writing, no later than four weeks before the proposed date of commencement of the leave, specifying the grounds for the postponement. Consultation with the Employee will take place before any notification of postponement. Employees, who wish to appeal against the Manager's decision to postpone a period of Parental Leave, should appeal by putting brief details of their appeal, in writing to the Relevant Person in accordance with the Grievance Policy.

Parental leave is to be used only to take care of the child concerned. If the parental leave is taken and used for another purpose the employer is entitled to cancel the leave and take disciplinary action.

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Induction and Policy Manual

Illness Of A Parent

If the parent becomes ill while on parental leave and is unable to care for the child the leave can be suspended for the duration of the illness. In order to suspend the parental leave you must give written notice and relevant evidence of the illness to the Organisation as soon as is reasonably practicable. The parental leave resumes after the illness. During the illness you will be treated as an employee who is sick.

Return to work

Parents returning back from Parental Leave will have the right to request a change to their working hours for a set period. The Organisation will consider such a request but are not required to grant it.

The Organisation will check with previous employers to get current parental leave balances. The Organisation will also keep copies of all relevant documentations on your file, maintain records of parental leave entitlements and balances and may supply, upon request, your parental leave balances to a new employer.

6.5. BEREAVEMENT / COMPASSIONATE LEAVE

Compassionate Leave will be granted to all employees regardless of their length of service to the Organisation. The length of this Leave will be determined by the relationship between the employee and the deceased person. In the unfortunate event of a bereavement occurring, your Manager will use his/her discretion in granting the appropriate length of Compassionate Leave.

6.6. FORCE MAJEURE LEAVE

The purpose of Force Majeure Leave is to provide limited paid leave to enable you to deal with family emergencies resulting from injury or illness of a family member, as defined below.

You will be entitled to:

- **up to 3 days paid Force Majeure Leave in any consecutive 12- month period; or**
- **up to 5 days in a 36 consecutive month period.**

Absence for part of a day is counted as a full day of "force majeure" leave.

Entitlement to "force majeure" leave is limited to circumstances where your immediate presence at the place where the ill or injured person is situated is indispensable. Force Majeure does not give employees the right to take time off for every problem that may occur. Where an issue arises that does not involve a Dependent, the situation should be discussed with their line manager and a solution to appropriate time off should be agreed.

A dependant person, as per the Act, is defined as:

The husband, wife or partner, child or parent of an employee. It includes someone living in the same household as a member of the family such as an elderly aunt or grandparent, but not tenant or boarders living in the family home. A Dependent may also be someone who reasonably relies on the employee for assistance, such as an elderly neighbour living alone who finds themselves in an emergency situation.

Force Majeure Leave will be granted in respect of the illness or injury of the following family members: child/adopted child; spouse/partner; a person with whom you are in loco parentis; your parent or grandparent; your brother or sister; Person who resides with the employee in a relationship of domestic dependency.

Employees are not permitted to use this type of leave to attend planned occasions such as a school play or to take a dependent to a routine or planned medical appointment. Force Majeure should also not be used when attending to domestic situations such as burst pipes or a broken down vehicle.

You must notify your Manager in writing giving reasons for your request as soon as is practicable by using the **Form found in Appendix 5 of the Handbook**. At a minimum, as soon as is reasonably practicable after your return to work after an absence of "force majeure" leave, you must confirm that you have taken the leave in writing to your Manager. Where an employee has to leave work on the first day, regardless of the time, it is classed as one day's force majeure leave. Where the leave is taken for any other purpose, the Organisation will use normal disciplinary procedures.

Time off to attend courses or training related to the work you are doing is considered to be authorised absence and as such, counts as days worked.

6.7. DOCTOR / DENTAL / HOSPITAL APPOINTMENT

Employees should, if at all possible, make appointments outside of normal working hours. Where this is not possible, the decision to grant time off will be at the discretion of management.

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Induction and Policy Manual

6.8. PERSONAL LEAVE

In exceptional circumstances, Personal Leave may be granted, with the approval of your Manager. Such Leave is entirely at the discretion of the Organisation.

6.9. CARER'S LEAVE

If you have completed 12 months continuous employment with us, you are entitled to unpaid carer's leave in order to care for a person (a 'Relevant Person') who requires full-time care and attention, in accordance with the provisions of the Carer's Leave Act, 2001. Should an employee wish to avail of carer's leave for 2 different people, six months should have lapsed since the termination of the initial period of carer's leave.

The minimum period of leave is 13 weeks and the maximum period of such leave is 104 weeks; as such, the Organisation may refuse requests for periods less than 13 weeks outlining this reason in writing. A 'Relevant Person' is a person who is over the age of 16 and is so incapacitated as to require full-time care and attention or a person who is under 16 and in receipt of a Domiciliary Care Allowance. You may be entitled to receive Carer's Benefit whilst on leave. You should apply to the Carer's Benefit Section at your local Social Welfare Office.

Notice

The employee should provide their Manager with a minimum of 6 weeks' notice when requesting a period of carer's leave outlining the proposed date the employee would like the leave to begin, the duration of the leave and the way in which the leave will be taken. If an employee wishes to revoke the notice of their intention to take Carer's leave they must do so in writing prior to the date of the confirmation document.

Public Holidays And Annual Leave

You are only entitled to annual leave and public holidays in respect of the first 13 weeks of carer's leave.

Other Benefits

In the case of benefits for which the employee pays (i.e. pension, VHI), employees will have the option of continuing to pay their contribution. The employee will need to make arrangements with payroll regarding when the deductions should be made. If an employee does not wish the benefit to continue, they should notify the Payroll Administrator to suspend this benefit.

Return To Work

You will be entitled to return to work after carer's leave ends, unless it is not reasonably practical for the Organisation to allow you to return to your old job. If this is the case you will be offered a suitable alternative. You must provide your Line Manager with a minimum of 4 weeks' notice of your intention to return to work following the period of leave.

6.10. JURY SERVICE

In accordance with the Juries Act 1976, a member of staff may be called upon to do Jury Service and consequently leave with full pay which will be provided without loss of any other employment rights. Please inform your Manager. If an employee is released early from jury service on a particular day, he/she should attend at work for the remainder of the day.

FirstLight aims to fully comply with all employment regulations.

6.11. ANNUAL HOLIDAYS

We understand that your holidays are very important to your working life. It allows you to catch up with family and friends and take a well-earned rest from work. The annual leave policy outlines the general principles of taking holidays, religious holidays, and absences' during holidays, public holidays and leave.

Your holiday year begins on 1st January and ends on 31st December each year.

Your annual holiday entitlement is shown in your individual statement of main terms of employment.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. In accordance with the Organisation of Working Time Act, 1997 payments will not be given in lieu of holidays.

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Induction and Policy Manual

6.1.1.1. CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT

1. An annual leave form must be completed by all staff when applying for leave. The form, which can be found in Appendix 1 of this Handbook, should be submitted to your Manager for authorisation before making any firm holiday arrangements.
2. The annual leave period is from January to December, and all annual leave should be taken within this period.
3. You will be required to take part of your annual leave during the Christmas period. Reasonable notice will be given with regards to the number of days required to be held.
4. Holiday leave may be taken at such time or times as FirstLight shall consider most convenient having regard to its service requirements and the wishes of the employee..
5. Holiday Notice – employees are required to give two weeks’ notice for odd single days.
6. You may not normally take more than two working weeks consecutively, although special requests will be considered.
7. Holidays are paid at normal pay.
8. Every effort will be made to accommodate employees’ requests for leave, however, in the interest of the service and its clients, leave will not normally be granted during peak periods of service unless there are exceptional individual circumstances. These periods will vary and furthermore may change and from year to year.
9. In exceptional circumstances such as unexpected and service critical events, the authorisation given to employees to take leave may need to be retracted. In most cases every effort will be taken to ensure both parties are in agreement and every effort will be made to ensure reasonable notice is given.
10. Termination of Employment - in such event any holidays accrued but not taken in the current holiday year will be paid. However, in the event of any unearned leave taken, pro-rata deductions will be made from the employee’s final salary. This is an express written term of your contract of employment.
11. The Organisation reserves the right to require you to take unused annual leave as part of your notice period even where an annual leave request has been previously approved for a period following the notice period.

6.1.1.2. HOLIDAY APPROVAL PROCESS

The employee’s Manager must approve all holiday requests before it is taken and employees should be aware that holidays booked at short notice may not be granted.

Once “approved” or “not approved” by the Manager, the employee should be informed and given reasons for refusal where applicable. ONLY on confirmation of approval, should the employee commit themselves to any holiday arrangements.

Any employee who takes annual leave, which has not been previously approved, will be subject to disciplinary action.

Where there are conflicting holiday requirements, priority will be given to the employee whose request was received first.

Once approval has been given, it will not normally be withdrawn. However, in unusual and rare circumstances the Organisation reserves the right to withdraw such approval where this has to be done because of the needs of the service. Every effort will be made to minimise inconvenience or hardship and to give reasonable notice of a withdrawal of at least the same period of the leave requested.

6.1.2.3 CARRY OVER AND HOLIDAY BALANCES

Employees are required to take all their accrued holidays during the holiday year.

Employees must manage their holiday balance to ensure that they keep sufficient holidays to meet their leave requirements throughout the year. All holiday entitlement must be taken within the holiday year.

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Induction and Policy Manual

6.11.4. ABSENCE AND HOLIDAYS

Where an employee is on annual leave, and is prevented from enjoying the full benefits of their leave due to sickness, provided that the leave is certified by a doctor, the Organisation may agree that the leave will be taken at an alternative date in line with the Organisation of Working Time Act, 1997.

6.11.5. LATE RETURN FROM HOLIDAY

If for any reason Employees know that they will be late returning from holiday, they must contact their Manager and notify their late return as soon as possible. Failure to do so will render them liable to disciplinary action up to and including summary dismissal, for unauthorised absence.

If the late return is as a result of illness, which also involves travel in another country, then proof of the original flight return date and subsequent booking of the new return flight will be required.

6.11.6. NEW EMPLOYEES

Interview candidates should be asked if they have any holidays booked with the aim of honouring these holidays whenever possible.

New employees should declare holiday upon commencing employment. Every effort will be made to meet the needs of a new employee in respect of commitments to holidays already booked.

Employees will accrue entitlement to paid holiday from the first day of their employment. Holiday entitlement for a new employee is calculated on a pro rata basis from the first day of employment to the last day of the leave year.

6.11.7. LEAVERS

Payment in lieu for any leave outstanding will be calculated on a pro rata basis from the first day of the leave year (1st January) to the date of leaving. This will be paid with the Employees final salary.

In the event that more holiday days have been taken than accrued, the employee's Manager should notify the payroll manager who will ensure the necessary deduction is made from the employee's final salary. Employees who are working their notice will be allowed to take annual holiday during this period provided it has been booked and approved in advance.

On termination of employment by either party the Organisation reserves the rights to require employees to take accrued holiday entitlement during their notice period.

6.11.8. PUBLIC HOLIDAYS

There are nine official public holidays throughout the year for which employees may qualify to benefit. These are as follows:

- New Year's Day
- St. Patrick's Day
- Easter Monday
- First Monday in May
- First Monday in June
- First Monday in August
- Last Monday in October
- Christmas Day
- St. Stephen's Day

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
7. ATTENDANCE AND TIME KEEPING	
<p>Regular attendance and prompt time keeping are key to running this efficient and reliable Organisation. It is vital that the staff are aware and understand that they are expected to be at their designated place of work on time, all of the time. Constant lateness or non-attendance is a serious offence and disturbs other colleagues, management and clients. Persistent breach of this policy may lead to disciplinary action up to and including dismissal.</p>	
<p>7.1. HOURS OF WORK</p> <p>Your hours of work are as specified in your contract. There may be a requirement for start and finish times to be changed due to changing market and service requirements, and as much notice as possible will be given to the employee should this arise. Some employees may be required to notify their Manager of their start and finish times.</p>	
<p>7.2. LATENESS</p> <p>If you are going to be late for work, please contact your Manager immediately giving reason and approximate time of arrival. Notification should be made personally. Notification by text message or email will not be acceptable. In such circumstances where the employee is continuously turning up late to his/her job, the employee will be advised that this is not acceptable and that he/she will be monitored in future. If the problem continues to exist, then appropriate disciplinary action will be taken.</p>	
<p>7.3. SICKNESS</p> <p>If you are unable to attend work due to sickness, the following procedure must be adhered to:</p> <p>Contact your Manager giving your reason for absence. In any event, they should be notified by no later than 1 hour before your normal starting time on the first day of absence.</p> <p>Please clarify:</p> <ul style="list-style-type: none"> • Estimated period of absence • If you'll be seeking medical advice <p>If medical advice is sought, you must contact your Manager to inform of your certified return to work date. Please submit all medical certificates to your Manager on receipt. Medical certificates are only acceptable for covering a period of sickness for one week or less.</p> <p>Where a sickness exceeds two days, a medical certificate must be obtained, please contact your Manager to give return to work date. On returning to work, report to your Manager on that day. In some circumstances a "fit to return to work" certificate may be requested. All medical information will be treated confidentially.</p> <p>Management reserves the right to request that you attend a doctor nominated by them at any time during sickness or incapacity.</p> <p>Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend). Notification by text message or email will not be acceptable.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 19 of 73</p> <p>Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
8. PAYMENTS & UNAUTHORISED LEAVE	
8.1. PAYMENT	
<p>1. FirstLight operates a sick pay scheme. Payment will be made for certified and uncertified sick days up to a maximum of 6 days paid in total in any rolling 12 month period, but not more than 3 days at a given time. Once you have exhausted your sick pay entitlement, your wages will cease to be paid until you return to work.</p> <p>Additionally, you may be entitled to Social Welfare Benefit, in line with Social Welfare eligibility rules, while absent due to illness. Any Social Welfare payments received should be retained by the employee as this will be the only remuneration or compensation received.</p> <p>If you are absent due to sickness or incapacity for two or more consecutive days, you must, at your own expense, furnish FirstLight with a certificate from a registered Medical Practitioner specifying the nature of your illness or incapacity and the likely duration of your absence. Certificates should be submitted on a weekly basis thereafter. On some occasions, the Organisation may require you to submit a certificate after the first day.</p> <p>Before returning to work, you may also be required to submit, at your own expense, a certificate from a registered Medical Practitioner confirming that you are fully fit to resume your normal duties.</p> <p>FirstLight reserves the right to request that you attend a doctor nominated by the Organisation at any time during sickness or incapacity.</p> <p>Long term absence or sick leave may put the employment at risk and be construed as Incapacity; this may result in termination of employment. Therefore you will be deemed to have frustrated your contract of employment by reason of incapacity.</p>	
8.2. UNAUTHORISED LEAVE	
<p>Failure to attend work on an on-going basis without receiving authorisation or providing a satisfactory explanation for non-attendance is deemed unauthorised leave.</p> <p>All attempts should be made to contact your Manager at the earliest possible time to inform of non-attendance. In any event they should be notified by no later than 1 hour before your normal starting time on the first day of absence.</p> <p>If no contact is made within 3 working days, written notification will be sent requesting you make contact immediately explaining the reason for this unauthorised leave.</p> <p>All unauthorised leave will be investigated and if no reasonable explanation is provided, disciplinary action may be taken.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 20 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
9. ABSENCE DUE TO ILLNESS	
<p>9.1. MEDICAL CERTIFICATE</p> <p>Submission of a Medical Certificate providing the reason for any absence may not necessarily be regarded as sufficient justification for being absent from work. Sickness is just one of a number of reasons for absence and although it is understood that sickness may require absence from work, continual or repeated absence may require independent medical verification.</p>	
<p>9.2. UNNECESSARY ABSENCE REDUCES EFFICIENCY</p> <p>Management will take into account the reasons and extent of all absenteeism including any absence as a result of illness. Employees must be aware that all absence and particularly excessive absenteeism (for whatever reason) may negatively impact on service and also reduces our efficiency and the ability to provide the high standards to our clients. As a consequence, the Organisation will treat any false claims in a serious light, which may result in disciplinary action.</p>	
<p>9.3. ABSENCE MUST BE NOTIFIED</p> <p>It is every employee's personal responsibility to ensure that verbal contact is made with your Manager to inform of any lateness or absence no later than one hour before your regular starting time. This responsibility cannot be given to family or friends. Text messaging or emailing is not an acceptable form of contact.</p>	
<p>9.3.1. LACK OF DEXTERITY OR GENERAL ILL HEALTH</p> <p>Personal circumstances may arise in the future which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report.</p> <p>Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.</p>	
<p>9.3.2. OTHER AFFLICTION</p> <p>There may also be personal circumstances, which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level and again this can usually be most easily obtained by asking your own doctor with your consent for a medical report. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 21 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
10. OTHER BENEFITS	
<p>10.1. PERSONAL RETIREMENT SAVINGS ACCOUNT (PRSA)</p> <p>There is a Personal Retirement Savings Account (PRSA) Scheme applicable to your employment (details of which are available separately).</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 22 of 73</p>	
<p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
11. CONFIDENTIALITY	
11.1 CONFIDENTIALITY IS PARAMOUNT	
<p>Sensitive Information</p> <p>Sensitive information regarding clients should only be discussed with the relevant authorised persons within the Organisation:</p>	
<p>Other information including:</p>	
<ul style="list-style-type: none"> • Information that has been acquired during, or in the course of your employment, or has otherwise been acquired by you in confidence; • Relates particularly to our clients, suppliers or that of other persons or bodies with whom we have dealings of any sort, and • Has not been made public by, or with our authority, 	
<p>All such information shall be confidential, and (save in the course of our service or as required by law) shall not at any time, whether before or after the termination of your employment, be disclosed to any person without our written consent.</p>	
<p>Keep Safe All Confidential Documents and Material</p>	
<p>You are to exercise reasonable care to keep safe all documentary or other material containing confidential information including sensitive information regarding clients, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 23 of 73</p>	
<p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
12. COPYRIGHT, MEDIA & COMPUTERS	
<p>12.1. COPYRIGHT All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.</p>	
<p>12.2. STATEMENTS TO THE MEDIA Any statements to reporters from newspapers, radio, television, etc. in relation to our service will be given only by a Director or authorised agent.</p>	
<p>12.3. USE OF COMPUTER EQUIPMENT In order to control the use of the Organisation's computer equipment and reduce the risk of contamination the following will apply: -</p>	
<p>12.3.1. NEW SOFTWARE The introduction of new software must first of all be checked and authorised by the Organisation before general use will be permitted.</p>	
<p>12.3.2. ACCESS TO COMPUTER EQUIPMENT Only authorised staff should have access to the Organisation's computer equipment.</p>	
<p>12.3.2. ORGANISATION CONSENT No software may be brought onto or taken from the Organisation's premises without prior authorisation.</p>	
<p>12.3.4. UNAUTHORISED ACCESS Unauthorised access to the computer facilities will result in disciplinary action.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 24 of 73 Disclaimer The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
13. ELECTRONIC MAIL, INTERNET AND TELEPHONE USE POLICY	
<p>13.1. INTRODUCTION</p> <p>The Organisation provides computer resources for specific staff to create an infrastructure that will facilitate communication within and outside the Organisation and store and process information required by the Organisation to conduct its service activities. The purpose of these rules is to set out the terms and conditions on which our staff may use the Organisation's computer resources.</p> <p>The email and the Internet are to be used at all times in a manner that is consistent with these rules when dealing with matters of whatsoever nature relating to the Organisation, whether working at the Organisation's offices or at home. Breach of these rules will be treated as a disciplinary matter and, depending on the severity of the breach, may result in disciplinary action up to and including dismissal. Breach of these rules may also attract civil and/or criminal liability to both the Organisation and the individual. It is everyone's duty to use the email, Internet and Intranet systems responsibly, professionally, ethically and lawfully.</p> <p>13.2. COPYRIGHT</p> <p>Care must be taken to ensure that electronic communications do not infringe copyright in any works transmitted. This is unlikely to be a problem where the work has been created by the Organisation. However, the transmission of material accessed over the Internet or the re transmission of material received from third parties, may in some circumstances infringe copyright.</p> <p>13.3. SECURITY AND CONFIDENTIALITY</p> <p>Email is not a secure medium of communication. Even where encryption or other security methods are adopted, it may still be possible for persons other than the sender or the intended recipient to gain access to the message at either end. It is therefore important that you consider carefully, before each message is sent, whether email is the most appropriate means of communication.</p> <p>In certain circumstances, the contents of an electronic message may contain material, which is confidential to a third party. In such cases it may be necessary to seek permission from the third party before the message is sent.</p> <p>13.4. SOFTWARE AND THE ORGANISATION'S SYSTEMS</p> <p>No software may be used on the Organisation's systems unless it has been approved by Management and is licensed for use by the Organisation on its network. Particular care should be taken to ensure that messages received from third parties do not contain executable files or other software, which may have an adverse effect on the operation of the Organisation's systems.</p> <p>13.5. EMAIL CONTRACTS</p> <p>Contracts entered into by way of email or through the Internet are as binding on the Organisation as those agreed by traditional methods. Consequently, you should take great care to ensure that no agreements or contracts are concluded until all the relevant terms are confirmed and accepted. If unsure in any situation, you must speak to your Manager before proceeding.</p> <p>13.6. EVIDENCE</p> <p>You should note that both external and internal email communications could be produced as evidence in a court of law.</p> <p>13.7. PERMITTED EMAIL USE</p> <p>Reasonable use of a personal email address for non-work related matters is permitted, provided always that such use does not otherwise breach these rules, is brief and does not disturb your work or the work of other employees. The Organisation reserves the right to withdraw this permission temporarily or permanently where it believes these conditions are not complied with.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 25 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

13.8. RESTRICTION AND MONITORING OF EMAIL USE

The email system offers a fast and effective method of communication but there will be situations where phone or personal contact is better, particularly where the message is complex and/or requires an immediate response.

Material that is fraudulent, discriminatory, harassing, embarrassing, sexually explicit, profane, pornographic, obscene, intimidating, defamatory of individuals, firms or corporations or is unlawful or which the Organisation considers is inappropriate may not be routed, accessed, downloaded, sent or circulated by email or other form of electronic communication (such as bulletin board systems, newsgroups, chat groups) or displayed in or stored in the Organisation's systems. Where you receive email containing such material you should immediately report this to your Manager, who will inform you of the action that will be taken.

The Organisation reserves the right to monitor the contents and usage of the Organisation's email system and to open mailboxes to support operational, maintenance, and auditing and compliance activities (including compliance with employee policies). Accordingly, you should use email with the knowledge that the Organisation may from time to time examine the content of email communications and monitor your use of email.

Email monitoring systems will be used to protect the Organisation's systems including to: -

- Check mail messages for viruses and clean them before they enter the mail system
- Filter out mail messages with attached video files. Video files tend to be very large. They can have an adverse effect on the delivery of other mails, especially those from the Internet
- Filter out offensive language
- Support operational, maintenance, auditing and investigative activities
- Verify that this policy is being complied with
- Detect employee wrongdoing and investigate reasonably founded suspicions of policy breaches or misconduct
- For security and/or network management reasons, and
- For other legitimate service purposes

Opening mailboxes for investigation requires authorisation by Management on a case-by-case basis. The Organisation may then search your mailbox, hard disk, network drive and relevant backups.

13.9. OUTGOING EMAIL

It is of critical importance to ensure that recipients of email from the Organisation receive only that which it is intended they receive. In addition, care must be taken to ensure that where attachments, such as documents, are being sent by you that the correct version of the document is sent.

The same degree of care with regard to clarity, content and presentation should be taken when issuing documents or correspondence by email as when issuing documentation/correspondence on the Organisation letterhead.

13.10. INCOMING EMAIL

It is important that emails received by you are opened, read and dealt with on a timely basis. You should not acknowledge messages unless there is a need to or you have something to add to the original message. Remember - data of any type from a third party, including emails, may harbour viruses.

You should not open unsolicited emails if you do not know their source as they may contain a virus. You should immediately report receipt of such an email to Management who will inform you of the action that will be taken.

13.11. EMAIL RULES

DO

- Keep your non-work related use of email to a minimum
- Exercise the same care when sending an electronic message as you would when sending a letter on our headed notepaper
- Assume everything you write will be discoverable in litigation and therefore become public
- When in receipt of external email, open and read it on a timely basis
- Remember that emails may be forwarded to a wider audience e.g. your intended recipient may have delegated access to colleagues. Emails are effectively published to the whole world, not just one recipient
- Remember that once email has been sent there is no way of retrieving it
- Check the address being used, in case of doubt, right click the address and check its properties
- Regularly housekeep your email account
- Inform your Manager, if you receive email messages, which contain offensive or illegal material. Inform your Manager as soon as possible and save a copy as evidence
- Exercise care to ensure that messages received from third parties do not contain executable files, screen savers or any software, which might have an adverse effect on the operation of our systems
- Cooperate with any security investigation relating to any matter covered by this policy

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Induction and Policy Manual

DO NOT

- Forward chain mails
- Forward or broadcast virus alerts; always refer them to your Manager
- Send confidential or service sensitive material other than during the course of your duties and/or as authorised and permitted by professional codes of conduct
- Send internal or external emails which:
 - are defamatory or which attack or denigrate any person, group or organisation
 - are sexually explicit, offensive, obscene or pornographic
 - are racist, sexist or which may otherwise cause offence or be construed as harassment
 - infringe someone else's legal rights, including copyright, patent or trademark rights of any other person or organisation
 - are otherwise unlawful or constitute a criminal offence or which could damage the reputation of the Organisation, our clients or any of our officers or employees
 - would discriminate on the grounds of race, colour, religion, political beliefs, ethnic origin, sexual orientation, gender, age, disability, nationality, marital status, membership of the traveller community, intending to, undergoing or having undergone treatment to change sex
 - involve malicious access to internet sites by hacking, or
 - involve the downloading of video files such as MPEG files unless directly related to work assigned to you
- Represent your personal opinion as that of the Organisation
- Open unsolicited emails if you are unfamiliar with the source as such mail may contain a virus - if you receive such correspondence you should not open it and should refer it to your Manager
- Use email for private service, personal gain or activities not directly related to the Organisation's service
- Store graphics and images on our email system, as these obstruct its functioning
- Attach to an email an active Internet link that has the potential to be disruptive, demeaning or contains offensive material.

13.12. VIRUS DETECTION AND PROTECTION

Viruses may cause substantial damage to the Organisation's computer systems. You are responsible for taking reasonable precautions to ensure that they do not introduce into the Organisation's network any self-replicating/propagating software that may delete or alter data. The Organisation will check incoming emails for viruses prior to passing them onto the intended recipient.

You may not install or use unauthorised software on any of the Organisation's systems or download software from the Internet. Files or other material should not be loaded from a floppy disk that has been brought into the Organisation from an external source, unless the disk has first been virus-checked by Management. You may not use passwords or encryption keys unknown to Management.

13.13. ACCESS TO AND USE OF THE INTERNET

Permitted Internet Use

Internet access through the Organisation is provided to assist you with your work. Use of the Internet is not permitted for non-work related matters except in exceptional circumstances and on the specific instruction of your Manager.

Restriction and Monitoring of Internet Use

The Organisation reserves the right to restrict and monitor the use of Internet resources. The Organisation monitors and reviews the traffic out to and in from the Internet. The Organisation employs software to monitor the use of web browsing facilities. A record of Internet sites visited by any employee through any of the Organisation's connections or on any of the Organisation's computers may be kept and used by the Organisation at its discretion. Connections into the network of the Organisation may only be arranged for and administered by appropriate staff. This includes individual remote access by phone, as well as connections by external third parties, for purposes such as exchanging Internet content, electronic commerce or other system access.

Use of the Internet is subject to monitoring by the Organisation:

- To support operational, maintenance, auditing and investigative activities
- To verify this policy is being complied with
- In the course of an investigation triggered by indication of misuse or misconduct
- For security and/or network management reasons, and
- For other legitimate service purposes

Monitoring includes, but is not limited to, electronic scanning for source and destination addresses. The distribution of any information through the Internet is subject to the scrutiny of the Organisation. The Organisation reserves the right to determine the suitability of such information.

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Induction and Policy Manual

Internet Rules

DO

- Use the Internet only as needed for your work or limited personal use as described above
- Understand that we may be liable for what you do from our network, whether we know about it or not
- Help the Organisation to maintain compliance with software licensing – if in doubt, ask the Management Team

DO NOT

- Retrieve material from the internet using our resources which:
 - would cause offence on the grounds of race, colour, religion, political beliefs, ethnic origin, sexual orientation, gender, age, disability, nationality, marital status, membership of the traveller community or intending to, undergoing or having undergone treatment to change sex
 - is defamatory or attacks or denigrates any person, group or organisation
 - is sexually explicit, offensive, obscene or pornographic
 - is racist, sexist or which may otherwise cause offence or be construed as harassment
 - infringes someone else's legal rights, including copyright, patent or trademark rights of any other person or organisation, or
 - is otherwise unlawful or could constitute a criminal offence or which could damage the reputation of the Organisation
- Use passwords or encryption keys unknown to Management
- Download software, games or screensavers to your computer or to our network
- Engage in online shopping
- Engage in any form of online gambling or betting
- Participate in chat rooms or blogs
- Obtain malicious access to Internet sites by cracking or hacking
- Download video files such as MPEG files unless directly related to work assigned to you
- Bypass the Organisation's computer network security by accessing the internet directly by modem or other means. Access to the Internet must only be achieved through a computer, attached to the Organisation's network and thus through an approved internet firewall.

13.14. PERSONAL WEBSITES OUTSIDE ACTIVITIES

It is our policy that you devote your full working time and loyalty to the Organisation's service. Any outside service related activities must be notified to the Organisation and be approved by your Manager to ensure that there is no conflict. The creation and operation of a personal web site is subject to this general policy if the site has any service or commercial application.

Use of Organisation Resources

No Organisation resources or property of any type may be used by an employee in the development or operation of a personal web site. Any work carried out by employees on their personal web sites must be done in their own time and neither during working hours nor from Organisation premises.

References to the Organisation

There must be no direct reference or inferred association to the Organisation or use of the Organisation logo in any part of a personal web site. Use of any hyperlinks to any Organisation web site is strictly prohibited.

Passwords and Logins

You may not print or share passwords or logins for access to the Organisation's systems nor store them online without the prior consent of Management.

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Induction and Policy Manual

13.15. TELEPHONE POLICY

Our Organisation phones enable us to communicate promptly and provide an efficient service to its clients/clients/suppliers. In order to ensure that maximum benefit is derived from Organisation phones it is necessary for the Organisation to have a code of practice, which regulates and sets down specific rules for the use of Organisation phones.

1. Staff must answer and deal with incoming calls in a prompt and efficient manner.
2. No call should be left holding for an excessive amount of time, check if the caller is willing to hold. If unable to allocate the required individual etc. a message should be taken and passed to the relevant person.
3. All messages received should be forwarded by email to the appropriate person.
4. All messages should detail the date, time and the name of the caller. Messages should be outlined and a return telephone number, if applicable.

13.16. PERSONAL CALLS

Staff may not use Organisation phones to make or receive personal calls. In the case of an emergency, employees will be allowed to take a call. Personal calls may be made during breaks.

13.17. ORGANISATION MOBILE PHONE POLICY

Mobile phones enable staff to communicate promptly and efficiently with colleagues within the organisation and they enable a prompt and efficient service to its clients/clients/suppliers. In order to ensure that maximum benefit is derived from mobile phones it is necessary for the Organisation to have a code of practice, which regulates and sets down specific rules for the use of mobile phones within the Organisation.

13.17.1. RULES FOR USE OF ORGANISATION MOBILE PHONES

The following rules must be adhered to for Organisation mobile phones:

1. When driving, the mobile phone must at all times be kept in the car kit. In the interest of safety, dialling a phone number must only be made from the car while the vehicle is stationary.
2. Mobile phones must be kept switched on at all times during working hours and kept in the owner's possession (not to be left in the car when unattended or switched off). The only exceptions to this are, where service circumstances demand that the phone be switched off – in which event your Manager should be notified and the approximate duration of switch off outlined.
3. When land based phones are available, they should be used to the greatest possible extent in order to reduce costs.
4. Mobile phones must have a clear message on the voice mail and users must retrieve their messages as soon as possible. The message must contain phone numbers of the office.
5. The users must read and adhere to the safety and operating instructions contained in the mobile phone operator's manual. All users must keep their PIN code active for security reasons.
6. In the event of loss or theft of a mobile phone, the user must immediately contact your Manager, and then have the phone disabled.
7. The Organisation reserves the right to charge the user for any costs arising from the misuse or neglect of a mobile phone. The Organisation will not be liable for any breach of legislation by the user in using the mobile phone e.g. driving when using phone etc.
8. The Organisation accepts no liability for any benefit in kind implications, which may result from the provision of a Organisation mobile phone.
9. It is a Organisation policy that personal calls will be paid by the user. To facilitate this, individuals will receive a copy of their bill on which they must identify personal calls and arrange payment of same.
10. All mobile phone numbers must be included on all service cards (where not currently implemented this should be included in the next print run).
11. Misuse of the mobile phone or failure to adhere to this policy may result in action being taken against the individual in line with the established Organisation procedures. For details of our disciplinary procedures please refer to our employee handbook.

The Organisation reserves the right to monitor telephone calls made by you from time to time and where necessary to retrieve voicemail messages stored to ensure the protection of the Organisation's legitimate service interests and proper use of the equipment.

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Induction and Policy Manual

13.18. RULES FOR USE OF PERSONAL MOBILE PHONES

1. During service hours the use of personal mobile phones is prohibited (this excludes lunch break etc.). This includes sending/receiving text messages, retrieving voice mail messages etc.
2. Failure to adhere to this policy may result in action being taken against the individual in line with the established Organisation disciplinary procedures.

13.19. EMPLOYEE CONSENT

By signing the Acknowledgement at the top of this Employee Handbook you consent to the Organisation monitoring, copying, auditing, blocking, deleting and reading email messages which you send, store or receive on the Organisation's email server, both real time and after the fact, regardless of whether such use by you is on-site or remote. You also consent to the Organisation monitoring, in accordance with this policy, your telephone use and your use of the Internet on the Organisation's internet server, whether such use by you is on-site or remote.

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
14. SOCIAL MEDIA AND SOCIAL NETWORKING POLICY	
<p>FirstLight recognises that social networking sites and applications, including but not limited to Facebook, Instagram, Snapchat, YouTube and Twitter, are an important means of communication in today's environment. Due to the ever-increasing popularity and use of such sites we feel it important to extend our Policy on Computers, Emails & Phones and establish the parameters for accessing/using such sites, whilst an employee of FirstLight and thereafter.</p>	
<p>The following should be <u>strictly</u> adhered to:</p>	
<ol style="list-style-type: none"> 1. Unless instructed otherwise, and included as part of your job description, social media activities are considered by FirstLight to be 'personal' activities (as opposed to 'corporate social networking') and should therefore not interfere with your work commitments. You are not permitted to engage in social media activities on FirstLight computers or during working hours. For further information, please refer to our Policy on Computers, Emails & Phones. 2. You are permitted to advertise your affiliation with FirstLight / identify yourself as an employee of FirstLight on personal social networking sites, provided that such advertisements/affiliations reflect positively on FirstLight and represent FirstLight in a positive light only, and do not pose the risk of bringing the Organisation into disrepute. 3. Under no circumstances are you permitted to set up a social networking site of your own personal accord for the purpose of referring to FirstLight or any of FirstLight's clients, partners or competitors; this applies while you are an employee of FirstLight and thereafter. 4. At all times remain conscious of the fact that your online presence reflects the Organisation. Be aware that your actions captured via images, posts, or comments can reflect that of FirstLight. Personal blogs should have clear disclaimers that the views expressed by the employee in the blog are the employee's alone and do not represent the views of the Organisation. Be clear, write in first person and make sure it is obvious that you are speaking for yourself and not on behalf of the Organisation. In any event, FirstLight considers that the views and opinions expressed by the employee are theirs alone and do not necessarily represent the views of FirstLight. 5. Information published on your personal blog(s) should comply with the Organisation's confidentiality and non-disclosure policies. This also applies to comments posted on other blogs, forums, and social networking sites. Proprietary information is not to be discussed on social networking sites, even in private messages between site members who have authorised access to the information. For clarification on what is considered by FirstLight to be 'proprietary information', please consult your Non-Disclosure Agreement where applicable. 6. Expressing information should never cause harm or threaten to be harmful to any one person or group of people: <ul style="list-style-type: none"> - Do not publish information, which you know is untrue and potentially harmful. - Do not distort or misrepresent the content of photos, videos or other media without explanation of intent and permission from the information's owner. Image enhancement for technical clarity is permissible. - Avoid stereotyping by gender, age, race, colour, nationality, ethnic or national origin, religion, marital status, family status, sexual orientation, disability and membership of the travelling community. - Do not engage in activity/statements, which might be construed as defamatory/libelous. Defamatory statements can lead to lawsuits against the author of the statement, which may result in very serious and negative connotations for FirstLight, including bad publicity. - Do not engage in behaviour, which may be construed as 'bullying' or 'harassment'. For further information and examples of such behaviour, please consult our Bullying & Harassment Policy. 	
<p>Irish Sudden Infant Death Association t/a First Light Page 31 of 73</p>	
<p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

- Be respectful to the Organisation, other employees, clients, partners, and competitors. Do not post comments, which may be construed as negative or defamatory relating to FirstLight, a past/present client of FirstLight, a past/present colleague or any other service/competitor.
- 7. Social networking sites allow photographs, videos and comments to be shared with thousands of other users. However, it may not be appropriate to share work-related information in this way. For example, there may be an expectation that photographs taken at a private FirstLight event will not appear publicly on the Internet, both from those present and those not at the event. You should be considerate to your colleagues in such circumstances and should not post information where you have been asked not to. You should also remove information about a colleague if that colleague asks you to do so. Under no circumstances should offensive comments be made about FirstLight colleagues on the Internet; this may be considered 'cyber-bullying' and could be deemed as a disciplinary offence.
- 8. FirstLight's relationships with our clients and partners are valuable and could be needlessly damaged by one careless comment. Even a positive reference could be used by a competitor to our disadvantage. As a result, we would ask that you do not reference or cite clients, partners, or competitors without their express consent.
- 9. Organisation logos and trademarks may not be used without written consent.
- 10. Personal blogs should not have a URL or username, which is related to/identifiable with FirstLight.
- 11. When using personal social networking sites, where relevant, do not use your Organisation email address as your primary means of identification.

Failure to abide by the above will be taken extremely seriously and may be considered as 'Gross Misconduct'; this will result in disciplinary action up to and including dismissal.

In addition to the above the following are some guidelines, which we strongly urge you to follow. Violations of these suggested guidelines may be considered unprofessional behaviour and may be the basis for disciplinary action:

- Make every effort to present yourself in a mature, responsible, and professional manner when using social networking sites/applications.
- Respect copyright laws and reference sources appropriately. Plagiarism applies online as well and the posting of someone else's work without permission is not allowed (other than short quotes that comply with the "fair use" exceptions).
- Do not use vulgar language.
- Do not publish personal photographs or photographs of others that may reasonably be interpreted as condoning irresponsible use of alcohol, substance abuse, or sexual promiscuity.
- Where you are signing up to a social networking site and you are required to agree to/abide by a 'Terms of Service' (ToS) document in doing so, we expect that you will act responsibly and ensure that you read, understand and comply with this ToS document.
- Be aware of the critical importance of privatising your personal sites so that only trustworthy "friends" have access to the websites/applications.
- Be aware that posting certain information is illegal and you will be personally responsible for this. Violations of existing legislation/regulations may expose the offender to criminal and civil liability and the punishment for violations may include fines and even imprisonment. Please refer to your Contract of Employment with regards to the implications of conviction/imprisonment.
- Be aware that no privatisation measure is perfect and undesignated persons may still gain access to your networking site. A site such as YouTube, for example, is completely open to the public. It is also worth noting that such sites may be reviewed when considering a candidate for employment/promotion.
- Please remember that although once-posted information can be removed from the original social networking site, exported information cannot be recovered. Any digital exposure can 'live on' beyond its removal from the original website and can continue to circulate in other venues. Therefore, think very carefully before you post any information on a website or application. Always be modest, respectful and professional in your actions.

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Induction and Policy Manual

Please note that the absence or lack of explicit reference to a particular site does not limit the extent of the application of this Policy. In the absence of clarity, you should consult with your immediate Manager; employees are expected to use their professional judgment and take the most prudent action possible at all times.

For further information on our Disciplinary Procedure, as well as information on our Grievance/Appeals procedures, please consult Grievance and Disciplinary Policies contained in this Employee Handbook.

You may not represent yourself as another person, real or fictitious, or otherwise attempt to obscure your identity as a means to circumvent the above Policy.

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
15. WASTE	
<p>15.1. MINIMUM WASTE POLICY We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.</p> <p>15.2. AVOID EXTRAVAGANT USE OF SERVICES, TIME & ENERGY You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this:</p> <p>15.2.1. MACHINES & EQUIPMENT Handle machines, equipment and stock with care.</p> <p>15.2.2. CONSERVE ENERGY Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.</p> <p>15.2.3. ASSIST COLLEAGUES Ask for other work if your job has come to a standstill.</p> <p>15.2.4. PRODUCTIVITY Start with the minimum of delay after arriving for work and after breaks.</p>	
Irish Sudden Infant Death Association t/a First Light Page 34 of 73 Disclaimer The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
16. TAKING CARE & ACTING RESPONSIBLY	
<p>The following provision is an express written term of your Contract of Employment: -</p>	
<p>16.1. RE-IMBURSEMENT FOR NEGLIGENCE</p> <p>Any damage to vehicles, stock or property (including non-statutory Safety Equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.</p>	
<p>16.2. OBSERVATION OF RULES, PROCEDURES & INSTRUCTION</p> <p>Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse us the full or part of the cost of the loss.</p>	
<p>16.3. DEDUCTIONS</p> <p>In the event of failure to pay, we have the Contractual Right to deduct such costs from your salary.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 35 of 73</p> <p>Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
<h3>17. STANDARDS OF DRESS</h3>	
<h4>17.1. DRESS CODE</h4>	
<p>As you are liable to come into contact with clients and customers, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. The wearing of piercing studs is prohibited on all facial areas excluding the ears.</p>	
<p>If you are unsure or have any queries in relation to the dress code, please address your queries to your Manager.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 36 of 73</p>	
<p>Disclaimer The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
18. HEALTH AND SAFETY POLICY	
<p>The Organisation takes its obligations regarding health and safety seriously and its objective is therefore to endeavour to provide a safe and healthy work environment as is reasonably practicable for all our employees, contractors, visitors or any other individual to whom the policy may apply, and who might be affected by the Organisation's operations.</p> <p>Pursuant to our obligations under the Safety, Health and Welfare at Work Act 2005 and 2010 and the relevant codes of practice and regulations there under, we have prepared a Safety Statement based on the risks identified in the workplace and confirming the plans and procedures in place to manage and control such risks. Upon commencement of employment with the Organisation, all employees will participate in the Organisation orientation course, which will include a module on health, and safety during which employees will be brought through the Safety Statement. A copy of the document will also be given to employees at the commencement of their employment. Employees will also be furnished with a copy of the Safety Statement on an annual basis or following any amendment to it.</p> <p>It is the responsibility of all employees to familiarise themselves with the Safety Statement and it is a condition of employment with the Organisation that all staff members understand and adhere to the health and safety at work rules at all times. If there is any part of the Safety Statement, or other safety rules, which you do not understand, you must advise the Organisation who will ensure that the safety document and/or rules are explained to you.</p> <p>The Organisation is dedicated to consulting with employees in relation to health and safety matters as set out in the Safety Statement. Both employees and others are encouraged to put forward suggestions for any improvements to the safety document, the place of work and/or systems, procedures or equipment used.</p> <p>Please note that any breach of the health and safety rules or failure to comply in any way with the health and safety rules and procedures or the Organisation Safety Statement will lead to the Organisation invoking its disciplinary procedures which will lead to the appropriate sanctions up to and including dismissal.</p> <p>All employees are required to keep their work-area wherever it may be in a clean, organised and safe condition. The work-area that is clean and tidy is seen by our members as a reflection of our work as well as being a safer place to work. All employees can play their part, ensuring all areas are kept tidy by using rubbish bins, stacking materials carefully and neatly. Also any items that are lying on the floor pick them up.</p> <p>Keep it clean and orderly and you will have a better, easier, safer and more pleasant place of work.</p> <p>18.1. FIRE PREVENTION AND PROCEDURES</p> <p>Employees are requested to make themselves fully aware of the nearest exit points, fire extinguishers throughout the building and main assembly point(s) should there be a need to evacuate due to a fire.</p> <p>You will be informed of your assembly point upon joining the Organisation.</p> <p>18.2. EMERGENCY PROCEDURES</p> <p>Your personal safety is our single concern in the event of an emergency. It is Organisation policy to immediately evacuate the building when the alarm has been activated.</p> <p>On hearing the alarm you should:</p> <ul style="list-style-type: none"> • Leave the building immediately via the nearest exit • Go to your dedicated assembly point • Remain at the assembly point until further instructions • Do not re-enter the building until authorised to do so <p>Employees, who have visitors during an alarm evacuation, must ensure that the visitors also leave the building immediately.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 37 of 73</p> <p>Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
19. ALCOHOL, DRUGS & SMOKING POLICY	
<p>Under Legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees. Similarly, you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the service and/or the health and safety of our staff.</p> <p>The effects of alcohol and drugs can be numerous. Below merely provide some examples and are not intended to be exhaustive.</p> <p>19.1. ABSENTEEISM</p> <p>Absenteeism is a likely consequence of the use of alcohol and drugs and other related lapses such as unauthorised absence, lateness, excessive levels of sickness, etc.</p> <p>19.2. HIGHER ACCIDENT LEVELS</p> <p>Another likely consequence is loss of faculties, inability to properly assess danger leading to higher accident levels whether driving to-and-from-work, or being more prone to having an accident or causing an accident at work.</p> <p>19.3. LOSS OF PRODUCTIVITY</p> <p>May also lead to poor performance, having difficulty in concentrating on work related tasks, taking more time, making mistakes etc.</p> <p>If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.</p> <p>19.4. SMOKE FREE WORK PLACE</p> <p>In line with statutory provisions on the issue of smoking in the workplace, this Organisation operates a strict smoke-free workplace policy. Any employee who breaches this policy will be subject to disciplinary action up and including dismissal in line with our disciplinary procedure.</p> <p>19.5. DRUGS AND ALCOHOL FREE WORK PLACE</p> <p>The Organisation realises that the misuse of drugs and alcohol impairs employee health and productivity. Drug and alcohol problems result in unsafe working conditions for all employees and clients. The Organisation is committed to maintaining a productive, safe, and healthy work environment, free of unauthorised drug and alcohol use.</p> <p>The Organisation has 'zero tolerance' to drugs and alcohol. Employees are not permitted to work while under the influence of drugs or alcohol.</p> <p>Any employee involved in the unlawful use, sale, manufacturing, dispensing or possession of controlled substances, illicit drugs and alcohol on Organisation premises or work sites, or working under the influence of such substances, will be subject to disciplinary action up to and including dismissal and referral for prosecution.</p> <p>19.5.1. PROHIBITION</p> <p>This Organisation prohibits the use, possession or distribution of drugs/alcohol by its employees on its premises, in its vehicles or during work time. The following are prohibited:</p> <ul style="list-style-type: none"> • As an employee of the service, you will not be permitted to consume alcohol on the Organisation premises, without prior permission from management. This includes at any time during or after your normal working hours. • The unauthorised use, possession or sale/distribution of prescriptive and/or illegal drugs or alcoholic beverages. • The unauthorised use, possession, or sale/distribution of a controlled substance. • Being under the influence, impaired, or otherwise affected by drugs, controlled substance, or alcoholic beverages, in such a manner as to raise a reasonable suspicion in the mind of the observer that the employee's job performance may be negatively affected, or having such substances in their system during work hours. 	
<p>Irish Sudden Infant Death Association t/a First Light Page 38 of 73</p> <p>Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

No employee may report for work under the influence of drugs and must adhere to all medically prescribed drug instructions.

19.5.2. DRUG AND ALCOHOL TESTING POLICY

This Organisation reserves the right to require any employee to submit to a 'Mouth Swab test', 'Alco Meter Testing' (Breathalyser), blood and/or a urinalysis examination for the purpose of detecting the employee's use of unauthorised prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- Based on specific, objective facts and reasonable inferences drawn from those facts, this Organisation has a reasonable suspicion that the employee in question is under the influence, impaired, or otherwise affected by the use of unauthorised prescriptive drugs, illegal drugs, controlled substances, and/or alcohol, or has such substances in his/her system, as described.
- Based on specific objective facts and reasonable inferences drawn from those facts, this Organisation has a reasonable suspicion that the employee in question is currently possessing on its premises unauthorised prescriptive drugs, illegal drugs, controlled substances, and/or alcohol.
- Based on specific objective facts and reasonable interferences drawn from those facts, this Organisation has a reasonable suspicion that the employee in question has sold/distributed or has attempted to sell/distribute on the Organisation's premises prescriptive drugs, illegal drugs, controlled substances, and/or alcohol.

If a positive drug and alcohol reading is recorded at any time, you will be subject to disciplinary action, possibly including suspension and/or termination.

If you refuse to submit to drug testing, you will be subject to disciplinary action, possibly including suspension and/or termination.

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
20. HYGIENE	
<p>20.1. DRESSING CUTS & BURNS Any cut or burn on the hand or arm must be covered with an approved dressing.</p> <p>20.2. JEWELLERY Earrings are the only facial jewellery that may be worn.</p> <p>20.3. MAKE-UP & PERFUME Excessive amounts of make-up or perfume and nail varnish should not be worn.</p> <p>20.4. CONTACT WITH INFECTIOUS DISEASE If you are suffering or have been in contact with any person suffering from an infectious or contagious disease or illness, please contact the Manager on duty before reporting to work.</p>	
Irish Sudden Infant Death Association t/a First Light Page 40 of 73	
<p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
21. GENERAL INFORMATION	
<p>21.1. CHANGES IN PERSONAL DETAILS You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.</p> <p>21.2. OTHER EMPLOYMENT If you are considering any additional employment you must notify us as there may be a question of a conflict of interest or a breach of the Organisation of Working Time Act 1997.</p> <p>21.3. TIME OFF Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Manager and will normally be without pay.</p> <p>21.4. TRAVEL EXPENSES We will reimburse you against receipts for costs involved whilst travelling on our service, details of which will be issued separately where relevant.</p> <p>21.5. EMPLOYEES' PROPERTY We do not accept liability for any loss of, or damage to, property, which you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.</p> <p>21.6. LOST PROPERTY Articles of lost property should be handed to your Manager who will retain them whilst attempts are made to discover the owner.</p> <p>21.7. GIFTS If a Client wants to give you anything including money, gifts or discarded items, you must first notify your Manager. We do not accept tips. Employees are requested to notify management of any "gifts" which are offered to the individual or Organisation, from suppliers due to purchasing incentives.</p> <p>21.8. REDUNDANCY It is recognised that service or economic circumstances may arise which will leave the Organisation with no alternative but to declare a redundancy. If employees are made redundant, the prime consideration will be to protect the employment of as many people as possible, consistent with maintaining the full efficient operation of the service. Selection would therefore take place on the basis of retaining the necessary skills and expertise required for the survival of an efficient operation. The Organisation reserves the right to use a 'selection matrix', where appropriate, in order to identify those individuals to be made redundant; the terms of the matrix will be outlined as part of the redundancy process and where this process has been activated i.e. we will inform you of the criteria we intend to use. All other factors being equal, and subject to the aforementioned retention of necessary skills and expertise required, the concept of last in, first out will apply. Any redundancy payments will be made in conjunction with Redundancy Payments Acts, 1967-2014.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 41 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

21.9. LAY OFF/SHORT TIME

While it is the Organisation's intention to provide continuity of employment, it should be recognised that there may be circumstances outside the Organisation's control which necessitate short time working or lay off. In order to delay, and if possible, avoid such circumstances, employees must be prepared to accept responsible alternative work if their own work is not available.

Should the need arise to put staff on short time or to lay them off, the Organisation will give as much notice of such changes as is reasonable in the circumstances. Employees will only be paid for actual hours worked during such periods.

21.10. CONTRACTORS

At times of change in, or nature of, the workload may require the Organisation to bring in specialist contract services. In cases where new machinery, equipment, technology etc. are introduced it would often be necessary for the Organisation to contract outside technical experts. This would be done so that such experts can train and develop the skills of existing employees.

21.11. RIGHT TO SEARCH

The Organisation reserves the right to search an employee at any time. Should this be required, Management are authorised to conduct the search and no one else. In the event of a search, an employee will be entitled to have a witness of his/her choice in attendance.

The search may be conducted on the employee, his/her property, motor vehicle or desk. Any employee found in unauthorised possession of articles belonging to the Organisation, or to another employee or client etc. is subject to dismissal and may be prosecuted.

21.12. RETIREMENT AGE

The retirement age is the date of your sixty fifth birthday. This date may be extended with the approval of the Board of Directors.

21.13. CLOSED CIRCUIT TELEVISION (CCTV)

Closed Circuit Television (CCTV) cameras are used on the premises where our office is located for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

21.14. SEVERE WEATHER POLICY

This policy is designed for situations whereby employees are absent from work due to severe weather events out of their control, resulting in an employee being unable to attend for work. Where an employee is unable to attend for work in these circumstances, all absences must be notified in accordance with the absence reporting procedures laid down in this Employee Handbook. Failure to notify your Manager of your absence may result in disciplinary action.

There is no obligation under Irish law for the Organisation to pay employees for days that are not worked. Payment is at the discretion of the Organisation for absence due to severe weather events. The Organisation holds the right to request that days absent in these circumstances be taken as annual leave or unpaid time off following approval with Management.

Where the Organisation cannot operate due to severe weather, you will be notified by your Manager as soon as is reasonably practicable. The Safety of employees is paramount at all times. The Organisation reserves the right to place employees on a period of layoff during severe weather events. Should a period of layoff be necessary, this will be communicated to you in advance.

Where possible, the Organisation may request employees work remotely from home during such events. The Working from Home Policy should be strictly adhered to during this time. More information can be obtained from your Manager.

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
<p>22. VISITOR PARKING, SELLING, COLLECTIONS, & FRIENDS AND RELATIVES CONTACT</p>	
<p>22.1. VISITOR PARKING To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.</p>	
<p>22.2. BUYING OR SELLING OF GOODS You are not allowed to buy or sell goods on your own behalf on our premises.</p>	
<p>22.3. COLLECTIONS FROM EMPLOYEES Unless Management gives specific authorisation, no collections of any kind are allowed on our premises.</p>	
<p>22.4. FRIENDS AND RELATIVES CONTACT You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 43 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
23. GRIEVANCE PROCEDURE	
23.1. PURPOSE OF GRIEVANCE PROCEDURE	
<p>The purpose of this policy provides staff with a readily accessible procedure for addressing problems or concerns they may have regarding their work, management or another member of staff. This policy also ensures that staff may formally raise a grievance as regards any decision or action taken by this organisation also giving staff the opportunity to make management formally aware of situations where it is felt that a policy or procedure is not being followed or applied fairly to employees.</p>	
23.2. GRIEVANCE PROCEDURE POLICY	
<p>It is accepted that when people work together there will inevitably be situations where misunderstandings, problems or concerns need to be resolved. It is the policy of this organisation that a culture of good communications, openness and willingness to co-operate and listen will exist. Therefore, it is envisaged that the majority of these issues or misunderstandings will be capable of being addressed informally in an efficient and effective manner. However, where such issues are unresolved they may become grievances. Therefore, employees are encouraged to seek resolution of an issue by utilising this procedure.</p>	
23.3. INFORMAL GRIEVANCE PROCEDURE – OPEN DOOR PROCEDURE	
<p>This is encouraged as your first effort to solve a problem. With our Open Door Philosophy, all employees are encouraged to approach any Manager/ Team Leader/ Supervisor for advice or information. We encourage free communication, between employees and managers. This ensures that questions and concerns can be discussed and where possible, resolved quickly to the satisfaction of all concerned.</p>	
23.4. FORMAL GRIEVANCE PROCEDURE	
<ul style="list-style-type: none"> • Staff are encouraged to approach their Manager in the first instance to arrange a meeting to discuss and attempt to resolve. They will be requested to set out their grievance in writing • The member of staff may be accompanied by a colleague of their choice at the meeting • The issue will be discussed and a reasonable timeframe for resolution will be then given (normally within 5 working days) • If the employee is dissatisfied with the outcome, s/he may appeal to the Chief Executive. If the grievance relates to the Chief Executive, the employee may appeal to the Chairperson • The issue will be once again discussed and a reasonable timeframe for resolution will be then given (normally within 5 working days, depending on the severity of the issue) • If the employee is dissatisfied with the outcome of the final stage of the procedure, then further recourse is available and the employee may request a meeting with the Chairperson. If the grievance relates to the Chief Executive and the employee is dissatisfied with the outcome of the final stage of the procedure, then further recourse is available and the employee may request a meeting with an Independent HR representative • The issue will be once again discussed and a reasonable time frame for resolution will be then given (normally within 5 working days, depending on the degree of issue) • The decision at this level, following the exhaustion of the above procedure will be final and no further Organisation appeal will be entertained • If the member of staff is still dissatisfied with the outcome they may then choose to seek recourse through external bodies 	
<p>Irish Sudden Infant Death Association t/a First Light Page 44 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
24. FORMAL INVESTIGATION PROCEDURE	
<ol style="list-style-type: none"> 1. The purpose of the investigation is to inquire into the complaint(s) raised. The complaint(s) will need to be in writing and will need to include the full details i.e. dates, times, witnesses etc. 2. The Organisation should identify to all involved who the complaint(s) will be investigated by. 3. The Investigator will initially meet with the complainant(s) to hear, in detail, the complaint. The Investigator will then prepare and agree a record of the meeting (i.e. minutes), which the complainant(s) will be asked to sign and date. Alternatively, the complainant(s) should furnish the Investigator with their complaint in writing, which should include a signature and date. 4. The Investigator will then meet with the person(s) whom the complaint is being made against and hear their responses. The Investigator will then prepare and agree a record of the meeting, which they will be asked to sign and date. 5. If considered necessary, the Investigator will then interview any relevant witnesses and prepare and agree a record of the meetings, which the witnesses will be asked to sign and date. All parties who participate in the investigative process will be required to respect the privacy of the parties involved by refraining from discussing the matter with other work colleagues or persons outside the organisation. 6. Copies of all such records and any other documents or records upon which Investigator will rely on in arriving at a decision, will be made available to the complainants and the person against whom the complaint(s) are being made in advance. Investigator will give all parties a time frame during which to make comments on the relevant documents and if no comments are made within this time frame, Investigator will assume that there is no comment to be made. 7. At all stages, the person against whom the complaint(s) are being made will have the right to employee representation and a right to respond to the allegations. 8. Appropriate confidentiality will be maintained during the course of the investigation and none of the parties involved will be permitted to discuss matters connected with the investigation. 9. The investigation will be carried out in keeping with Organisation Policy and as swiftly as possible. The report of the investigation with findings will be furnished to the parties involved within 10 days. 10. The investigators role shall be to gather the evidence and to advise the Organisation whether, in their opinion, there are arguable grounds to show that the person against whom the complaint(s) are being made was engaged in inappropriate behaviour and/or in an affront to dignity at work. The investigator may also recommend measures to resolve the complaint and may also recommend whether any mitigating factors ought to be taken into account by the Organisation prior to invoking any further procedures. 11. Possible findings could be: <ol style="list-style-type: none"> a. The complaints raised by complainant(s) are upheld b. The complaints raised by complainant(s) are not upheld c. The complaints raised by complainant(s) are not upheld and are considered malicious d. The complaints raised by complainant(s) are not upheld, but it is found that complainant(s) were engaged in inappropriate behaviour and/or in an affront to dignity at work 12. The investigation will be concluded thoroughly, objectively, with sensitivity, the utmost confidentiality, with due respect for the rights of both the complainant(s) and the person whom the complaint(s) are being made against. 	
Irish Sudden Infant Death Association t/a First Light Page 45 of 73 Disclaimer	
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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
25. DIGNITY AT WORK POLICY	
<p>25.1. POLICY STATEMENT</p> <p>The Organisation recognises the right of all employees and others who work at our premises to be treated with dignity and respect.</p> <p>Bullying or harassment in any form whether perpetrated by our employees or by non-employees is unacceptable and will not be tolerated. Bullying and/or harassment of our employees by non-employees such as clients, clients or other service contacts may lead to the imposition on the non-employee of appropriate sanctions. Bullying or harassment by our employees, whether of co-employee(s) or of any other person with whom an employee deals in the course of employment will be treated as a disciplinary matter subject to sanctions up to and including dismissal.</p> <p>This policy applies to conduct which takes place in our premises or elsewhere in connection with employment with us. For example, conduct at work-related social events or service trips are covered by this policy. This policy applies to conduct occurring during and/or outside normal working hours.</p> <p>We will deal with complaints of bullying or harassment in line with this policy. All complaints of bullying/harassment will be taken seriously and will be followed through to resolution. Complaints will be treated confidentially, fairly, sensitively and with respect for all parties concerned.</p> <p>This policy will be updated from time to time to reflect changes in the law, best practice and other relevant factors. The views and suggestions of staff on how this policy and the Organisation's practice can be improved to better prevent and deal with bullying and harassment are very welcome. Suggestions/comments should be made to the CEO or to your Manager.</p> <p>25.2. WHAT IS BULLYING?</p> <p>Bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.</p> <p>An isolated incident of the behaviour described in this definition is not considered bullying. Unlike in the context of harassment (discussed below) whether behaviour is bullying does not depend on the person being bullied being a member of any distinct group within society.</p> <p>Many types of conduct and actions can constitute bullying with some being less obvious than others. By way of example only, a pattern of any of the following (non-exhaustive) types of conduct would amount to bullying:</p> <ul style="list-style-type: none"> • Exclusion • Intimidation • Aggression • Physical abuse • Being treated less favourably than colleagues • Intrusion – pestering, spying or stalking • Menacing behaviour • Verbal abuse/insults • Excessive monitoring of work • Humiliation • Manipulating a person's job content and targets • Unfair delegation of duties and responsibilities • Setting impossible deadlines • Unjustified criticism and sarcasm <p>The following are examples of behaviour, which does not amount to bullying:</p> <ul style="list-style-type: none"> • Legitimate instructions to perform a task(s) • Reasonable and essential action arising from the good management of the performance of employees • Actions taken in furtherance of the safety, health and welfare of employees 	
<p>Irish Sudden Infant Death Association t/a First Light Page 46 of 73</p> <p>Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

Bullying can occur within different organisational and reporting structures. It can be confined within a given employee level (i.e. within a team); likewise, it can cross workplace reporting structures. For example:

- Manager to employee
- Employee to Manager
- One employee to another (or group to group)
- Client or service contact to employee
- Employee/Manager to client/service contact

25.3. WHAT IS HARASSMENT?

Harassment is closely associated with, but is not the same as, bullying. Harassment is defined by reference to the Employment Equality Acts 1998 to 2015. This legislation describes harassment as unwanted conduct on any of the following grounds which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for any person:

- Gender
- Sexual orientation
- Race, nationality or ethnic origin
- Marital status
- Disability
- Religious Belief
- Family status
- Age
- Membership of the Traveller Community

Harassment can include words, jokes, gestures or the production, display or circulation of words, pictures or other material including by e-mail or by text or mobile phone messages.

Sexual harassment is any form of unwanted verbal, non-verbal or physical conduct of a sexual nature which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment (Employment Equality Acts 1998 to 2015). Sexual Harassment is also a form of discrimination on the grounds of gender in relation to conditions of employment.

25.4. WHAT IS VICTIMISATION?

Victimisation occurs where a person is treated less favourably than another because he/she has in good faith made a complaint to his/her employer in relation to harassment or bullying behaviour or has sought to exercise any of his/her rights under the Employment Equality Acts 1998 to 2015. Victimisation is prohibited by the Employment Equality Acts 1998 to 2015. Victimisation by Organisation staff may result in disciplinary action (up to and including dismissal) for the person(s) responsible for the victimisation.

25.5. COMMITMENT TO THE PREVENTION OF AND DEALING WITH BULLYING AND HARASSMENT

Bullying and harassment can seriously affect the health and wellbeing of an individual. Bullying or harassment may not be explained or excused on the basis that it was carried on in good humour or as a joke. It is also important to remember that a person, though upset or offended by another's actions or comments, might not object or express his/her discomfort, out of politeness, embarrassment or insecurity in his or her position.

The Organisation is committed to ensuring that our workplace is free from bullying and harassment and that our work environment facilitates the provision of a high quality service in an atmosphere of respect, openness, safety and equality. HR policies and practices will strive to prevent bullying and harassment. Management in general will be vigilant for signs of bullying and harassment with a view to taking action before a problem escalates and will promote awareness of this policy and the complaints procedure available.

All employees can and are obliged to contribute to the creation and maintenance of a work environment free from bullying and harassment. In particular, all employees should afford dignity, respect and courtesy towards co-employees and others they come into contact with in the course of employment.

25.6. REPORTING PROCEDURE

If an employee believes that s/he is being/has been bullied, harassed or victimised by a fellow employee, client or service contact, the matter should be reported as soon as possible and in any case, no later than 6 months after the occurrence of the first incident or behaviour on which the belief is based. This timeframe applies to complaints made under the formal and informal procedure (see below).

It is important that (unless there are compelling circumstances to justify otherwise) this timeframe is respected. This is in the interests of both the employee making the complaint and the person against whom the complaint is

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Induction and Policy Manual

made. The timeframe is intended to ensure that problems are dealt with swiftly. Also, having a timeframe ensures that the matter can be fully investigated while matters are still clear in the minds of all affected.

There are no set timeframes for processing a complaint under the informal/formal procedures. This is because each situation will be unique and may require different timescales for the completion of the process. However, we are committed to ensuring that, in each case, sufficient attention and resources will be made available to deal with complaints effectively and in good time.

25.7. CONTACT PERSON

An employee who believes that s/he has a bullying or harassment complaint may contact their manager who will identify the Contact Person for the purposes of this policy. If the complaint relates to the Manager, the employee may contact the CEO, or if it relates to the CEO, the Organisation's Chairperson.

The Contact Person has a listening brief and can explain how the policy works and the options open to an employee who wishes to make a complaint. The Contact Person may assist in considering options, but will avoid directing an employee to one option above any other.

The Contact Person will not get involved in any other way in the complaints procedure and is not an advocate for either party.

25.8. CONFIDENTIALITY

It is extremely important that at all stages of a bullying or harassment complaint (whether by way of informal/formal procedure) confidentiality is maintained. Consequently, any employee who is involved in the processing of a complaint whether as the person making the complaint, the person complained of, Contact Person, investigator or witness must keep all details relating to the complaint confidential. A breach of this requirement may be treated as a disciplinary matter.

It is not possible to guarantee confidentiality and/or anonymity to anyone involved in a complaint. Moreover, there may be occasions when the Contact Person or investigator(s) may believe they have a duty to disclose information to the Organisation, particularly where s/he has a serious concern regarding the risk to the health and safety of an employee or to another person.

25.9. INFORMAL PROCEDURE

Best practice suggests that where possible, a complaint of bullying or harassment should be resolved through an informal procedure if this is acceptable to both parties.

The objective of the informal procedure is to allow scope for resolving problems quickly with minimum stress and conflict. Unlike the formal procedure, the informal process does not involve a full investigation to determine whether bullying or harassment occurred.

An employee who believes that s/he is being bullied or harassed should, where possible, explain directly to the person complained of that the behaviour at issue is unacceptable and must stop. Where an employee would find it difficult to confront the person(s) complained of directly, s/he should seek support and assistance from a colleague or the Contact Person.

If the employee is not satisfied with the outcome of this approach, or if s/he feels unable to take this approach, s/he should notify his/her Manager of the situation or, where the Manager is the person complained of, the CEO should be notified. If the CEO is the person complained of, s/he should notify the Organisation's Chairperson.

An appropriately trained and experienced person will be designated to deal with each complaint (the 'Designated Person').

The Designated Person will establish the facts, the context and decide how best to proceed in dealing with the matter. A complaint may be made verbally or in writing. If the complaint is made verbally, a written note will be taken, which will be copied to the person whose behaviour is complained of and their response sought.

A choice not to adopt the informal procedure will not reflect negatively on either party to the process.

A method aimed at resolving the issue, which may include mediation, counselling, training or other measures will be agreed so that both parties can return to a harmonious working environment.

In proceeding with the informal approach, measures to stop the behaviour and monitor the situation will be agreed with both parties.

25.10. FOLLOW UP

On-going support and/or review will be made available to both parties following the informal process. Regular checks will be made by the Designated Person to ensure that the behaviour complained of has ceased.

In many situations, with everyone's co-operation, the matter can rest here.

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Induction and Policy Manual

25.11. FORMAL PROCEDURE

The formal procedure will apply if the matter is not resolved informally, if either party does not wish to have it dealt with informally or if in the opinion of the Designated Person it is not appropriate to investigate the matter under the informal procedure. The formal procedure involves a full investigation of the complaint by an experienced and appropriate Investigator (external or internal as we believe appropriate in a particular case). The objective of the investigation is to establish whether, on the balance of probabilities, the behaviour complained of occurred.

An employee who wishes to invoke the formal process must make a formal complaint in writing, signed and dated. The employee making the complaint (the complainant) should make the complaint to his/her Manager, or where the Manager is the person complained of, the complaint should be made to the CEO/or if it concerns the CEO, the Chairperson. The complaint should be confined to precise details of alleged incidents of bullying and/or harassment, including dates, actions constituting the alleged bullying or harassment and names of witnesses where possible.

While the Investigator may wish to clarify aspects of the complaint, the complaint as set out in the written statement can generally not later be widened in its scope unless good reason can be shown for such an amendment.

If the Organisation considers that the behaviour complained of could constitute a criminal offence the complaint may be referred to An Garda Síochána. An Garda Síochána will then advise whether an internal investigation may proceed.

At the earliest opportunity both the complainant and the respondent will be advised of the aims and objectives of the formal process, the procedure to be followed, the likely time frame and the possible outcomes.

The Manager will acknowledge receipt of the complaint and arrange to meet the Complainant within 5 working days. Where this is not possible for either party, a date will be agreed as soon as practical and all parties will be informed of the revised timescale.

The Manager will meet with the Complainant to:

1. Clarify and formally record the nature of the complaint.
2. Ensure that the Complainant is aware of the next stage of the procedure.
3. Advise the Complainant that they have the right to be accompanied to any meeting by a trade union representative, a work colleague or if under 18 years of age, by a parent or guardian.
4. Consider how the Complainant and the Accused may avoid or minimise contact until the issue can be resolved. This may involve paid suspension of one or both parties as detailed in the Organisation Disciplinary Procedures.
5. Advise both parties that there should be no communication between them, directly or indirectly, in relation to the complaint.

The Manager will then meet with the Accused (if internal) and:

1. Outline the nature of the complaint and confirm in writing.
2. Confirm that it is being handled under the formal procedure.
3. Ensure that the individual is aware of the next stages of the procedure.
4. Advise the Accused that there should be no communication directly or indirectly between him/her and the Complainant.
5. If appropriate, suspend the Accused on full basic pay until the investigation hearing can be arranged.
6. Write to the Accused outlining the nature of the complaint and setting a date for a formal investigatory meeting to be held at the earliest opportunity following receipt of the complaint, depending on the meeting with the Complainant.

25.12. CONDUCT OF FORMAL INVESTIGATION

The investigation will be undertaken impartially as thoroughly, sensitively and confidentially as possible, with due regard to the rights of both parties. The time it takes to investigate a matter will depend on the particular circumstances and the number and availability of any witnesses.

The investigation will be governed by terms of reference, which will be set out before the investigation commences.

The investigation Process will be conducted as per the below;

1. The Complainant will provide written statements setting out the allegations and will also furnish whatever supporting documentation they may wish to rely on to support their complaints.
2. The Respondents will provide a written response to the complaints.
3. On completion of the exchange of the written complaint and written responses, the Investigation Team will exchange this documentation with the parties.
4. The Investigation Team will then meet with Complainant and any of her witnesses or relevant persons as deemed appropriate by the Investigation Team.
5. The Investigation Team will then meet with the Respondent and any of his witnesses or relevant persons as deemed appropriate by the Investigation Team.

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Induction and Policy Manual

6. All meetings will take place on a one-to-one confidential basis. The meetings will not be audio recorded. All participants will be provided with a written record of their meeting and will be given an opportunity to verify and sign-off on its content prior to it being made available to other relevant parties to the Investigation. Failure by any party to sign off on the Investigation Team's written Record of a meeting within the specified timeframe, which will be a maximum of five (5) working days from the date of receipt, shall not in any way invalidate the record, prevent the record being exchanged with the other party, or delay the Investigation in any way.
7. The Parties or any witnesses may be accompanied at the investigative meetings by a person of their choice, such as a work colleague. The identity and status of any representative must be provided to the Investigation Team in advance of the meeting. The representative cannot be a person who may also be called as a witness to the investigation.
8. The Parties will be provided with a written record of all meetings, any documentation or material in relation to the allegation and with all other information upon which the Investigation Team may rely on in arriving at a decision. The parties will be given an opportunity to respond in writing, or if necessary, in person, to this material before the Investigation Team considers the evidence. In the course of the Investigation, The Parties will be furnished with all other information upon which the Investigation Team may rely on in arriving at a decision.
9. On completion of the investigation, having duly considered all the evidence submitted and representations made, the Investigation Team will produce a written Investigation Report to the nominated liaison person containing the findings/conclusions of the Investigation.
10. The Report findings will cite the details of the complaint, the response of the Respondent and the results of the Investigation which may conclude that: a.) That, on the balance of probability, the complaint is upheld for reasons which are stated, or b.) That, on the balance of probability, the complaint is not upheld for reasons which are stated or where there was insufficient evidence to decide on the complaint.
11. The Investigation Team will furnish the report as quickly as practicable with an expected time frame of five (5) working days after the Investigation Team confirms that the investigative stage of the process has concluded.

25.13. REPORT

The Investigator(s) will provide to the CEO a written report of the investigation which shall include the Investigator's findings. Both the complainant and respondent will be given a copy of the report.

The CEO or the Chairperson as appropriate will decide in light of the investigator's report what action if any is to be taken including the referral of the matter to be dealt with under the Organisation's Disciplinary Procedure. The right to appeal is preserved for the disciplinary procedure only.

25.14. PROTECTION AGAINST VICTIMISATION

Victimisation or retaliation of any kind against an employee for making a complaint or taking part in an investigation of bullying or harassment at work will be considered a serious matter and will be investigated, and if upheld will be dealt with under the Disciplinary Procedure.

25.15. STATUTORY RIGHTS PROTECTED

Use of the above procedures will not affect an employee's right to make a complaint under the Employment Equality Acts 1998-2015 in relation to harassment or victimisation. Such complaint must be made within 6 months (or 12 months in certain circumstances) of the date of occurrence of the alleged act of harassment or victimisation or, as the case may be, the date of its most recent occurrence.

25.16. REDEPLOYMENT TO ANOTHER AREA

Where a complaint has been upheld, the complainant may wish to avoid any further contact with the Harasser. Should the Harasser remain in employment with the Organisation and where it is agreed that further contact between the individuals concerned would be unacceptable, every effort will be made to relocate the Harasser in the first instance and where transfer of the Complainant occurs, it should not lead to any disadvantage to them.

Even where a complaint is not upheld, or, for example, where the evidence is inconclusive, consideration may still be given, where practicable, to the voluntary transfer of one of the employee's concerned.

25.17. MALICIOUS OR VEXATIOUS COMPLAINTS

Where a complaint is not upheld it will not be assumed that the complaint was malicious or vexatious. However, in the interests of natural justice, where the Designated Person under the informal procedure, or the Investigator(s) under the formal procedure forms the view that a complaint was made maliciously or vexatiously, it will be treated as misconduct and may lead to disciplinary action under the Disciplinary Procedure.

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Induction and Policy Manual

25.18. REVIEW OF POLICY

This policy will be reviewed regularly and will be updated to reflect our experiences in implementing it, any relevant changes in our workplace and any external factors that we consider relevant. Management will be responsible for ensuring that such reviews take place.

We will monitor and record any incidents of bullying at work to assist in taking corrective action and the continuous improvement of these policies and procedures.

Employees will be provided with appropriate training and supervision on issues related to bullying and harassment at work including the provision of training for Managers, supervisors, and for all staff, at induction or through appropriate awareness-raising initiatives.

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
26. CAPABILITY AND COMPETENCE	
<p>26.1. INTRODUCTION</p> <p>We recognise that during your employment with us, your capability or competence to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.</p>	
<p>26.2. JOB CHANGES</p>	
<p>26.2.1. TRAINING & SUPERVISION</p> <p>If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will be discussed in an informal manner and you will be given time to improve.</p>	
<p>26.2.2. INADEQUATE PERFORMANCE</p> <p>If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.</p>	
<p>26.2.3. IF NO IMPROVEMENT</p> <p>If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.</p>	
<p>26.2.4. SANCTION</p> <p>If such improvement is not forthcoming after an agreed period of time, you will be dismissed.</p>	
Irish Sudden Infant Death Association t/a First Light Page 52 of 73 Disclaimer	
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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
27. DISCIPLINARY OVERVIEW	
<p>27.1. DISCIPLINARY PURPOSE</p> <p>FirstLight is committed to treating all staff fairly and equitably and to helping employees perform effectively. However, there will be occasions when it may be necessary to invoke Disciplinary Procedures, which are designed to protect the interests of both the Organisation and its employees. All employees' rights to natural justice and fair procedures will be upheld at all times.</p>	
<p>27.2. DISCIPLINARY POLICY</p> <p>This policy applies to all employees throughout the Organisation. The progressive steps in this policy may be skipped when applied to employees during their initial 6 months of employment or in circumstances where gross misconduct has occurred or where deemed necessary due to the seriousness of the misconduct. Where there is a persistent failure on the part of an employee to adhere to the policies and standards of behaviour expected, or where serious breach of this policy occurs, then disciplinary action may become necessary. Where this situation arises, each case will be treated consistently and fairly. The member of staff will be given full opportunity to provide their version of events with any extenuating circumstances to be taken into account.</p> <p>FirstLight will use their best efforts to:</p> <ul style="list-style-type: none"> • Ensure that all cases are thoroughly investigated • Avoid any discrimination • Adhere to procedure(s) • Treat all staff fairly <p>Minor breaches or misconduct may simply result in informal advice being given by the employee's Manager without having to resort to disciplinary action. If this approach is not successful it will then be necessary to use the formal disciplinary procedure.</p> <p>In certain circumstances it may be necessary to suspend the member of staff on full pay whilst an investigation is carried out.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 53 of 73</p>	
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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
28. MISCONDUCT	
28.1. MINOR MISCONDUCT	
The under mentioned provide a few examples – the list is not intended to be exhaustive:	
<ul style="list-style-type: none"> • Failure to abide by the general health and safety rules and procedures • Persistent absenteeism and/or lateness • Consistent incidents of Workplace Incivility • Unsatisfactory standards or output of work • Unauthorised use or negligent damage or loss of our property • Disruptive Behaviour • Failure to maintain the required dress code • Abusive language 	
28.2. GROSS MISCONDUCT	
Examples mentioned below – the list is not intended to be exhaustive:	
<ul style="list-style-type: none"> • Gross failure to carry out the duties assigned to you in your role • Neglect of duties that could result in the injury/harm to clients • Making false allegations of personal accidents/injury at work • Rudeness towards clients, objectionable behaviour or use of bad language • Gross indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment • Dangerous behaviour, fighting or physical assault/abuse • Incapacity at work or poor performance caused by intoxicants or drugs • Possession, supply or use of illicit drugs • Arriving or returning to work under the influence of alcohol where it is deemed that you are not capable of carrying out your duties • Deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee) • Providing our competitors with confidential Organisation information including sight of our policies, procedures and working practices • Smoking in breach of Organisation policy/designated non-smoking areas • Deliberate failure to carry out instructions • Breach of Code of Professional Conduct • Unauthorised use of Organisation property, facilities or resources. Selling, attempting to sell or promoting the sale of non-Organisation merchandise while on Organisation premises. • Deliberate damage to Organisation property • Deliberate poor work performance • Breaches of employment contract and/or terms and conditions of employment • The taking of any property/money/owned by colleagues and/ or the taking of property/ money belonging to the Organisation without authorisation • Deliberate misrepresentation • Sexual Harassment • Gross breaches of the Dignity at Work policy • In-subordination • Sleeping while on duty 	
Irish Sudden Infant Death Association t/a First Light Page 54 of 73	
Disclaimer	
The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
29. DISCIPLINARY PROCEDURE	
<p>29.1. INFORMAL DISCIPLINARY PROCEDURE</p>	
<p>Where a Manager has an issue with an individual's performance or behaviour, it may be beneficial to proceed informally, <u>unless it is necessary to go directly to the formal procedure.</u></p>	
<p>The Line Manager will meet with the employee and discuss clearly:</p> <ul style="list-style-type: none"> • The standard of performance and behaviour expected of them at work • The period over which the improvements in standards must be achieved • The formal procedure which will follow if there is no improvement. • In the case of behaviour and/or misconduct, the Organisation will usually follow the formal disciplinary route. 	
<p>29.2. DISCIPLINARY PROCEDURE</p>	
<p>The following disciplinary procedures will apply in matters of discipline, gross misconduct, the constant repetition of minor offences, wilful negligence or unsatisfactory performance or written complaints against employees received through the Grievance Procedure, which are found to be proved against the employee.</p>	
<p>In matters of Workplace Incivility, the Organisation will endeavour to address this informally. The Organisation reserve the right to use CCTV footage to demonstrate examples of employee behaviour that may constitute Workplace Incivility, where appropriate. Please note, the following disciplinary procedures will apply in matters of discipline where the constant repetition of Workplace Incivility are found to be proved against the employee.</p>	
<p>At each stage of the procedure a disciplinary meeting will be held where all the facts will be considered and any mitigating circumstances discussed. All Employees may be accompanied at these meetings, by a fellow colleague of their choice, if he/she wishes. All warnings issued under this procedure will clearly state that the employee will be liable for further disciplinary action should their performance not improve or should there be a further breach of Organisation regulations. In the event of no further misdemeanours occurring and improved performance within the time frame the warning will be removed and the employees file will be cleared.</p>	
<p>Other than for an "off the record" informal reprimand, employees have the right to be accompanied by a fellow employee, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process. However, they are not there to answer questions on your behalf.</p>	
<p>All staff will be advised of their right to appeal against any disciplinary action taken.</p>	
<p>The following is an outline of the Formal Disciplinary Process:</p>	
<ol style="list-style-type: none"> 1. Employees will be made aware of any complaint against him/her; this will be confirmed in writing. Employees will be made aware of and understand any complaint made against them. Therefore before any disciplinary hearing, the employee must receive in writing, details of their alleged conduct, characteristics or other circumstances, which have led to contemplation of disciplinary action. 2. The employee will be invited to a formal meeting to hear the allegation against him/her. Adequate notice will be given to the employee. Employees should have a minimum of 48 hours' notice to attend a hearing in order to prepare a defence and organise appropriate representation. 3. Employees may be accompanied by another employee or representative to any stage of the formal process. The employee may, if they wish, be accompanied to each formal stage of the procedure by another appropriate work colleague or representative, in line with the Code of Practice on Grievances and Disciplinary. The person accompanying will not be permitted to answer questions put directly to the employee. The Line Manager conducting the disciplinary hearing will be accompanied by someone else from the Organisation to take notes and to act as a witness. 4. Employees will be given the opportunity to state their case before any decision is reached. During the hearing the employee will have the opportunity to explain their case fully to the Line Manager and to provide details of any mitigating circumstance they believe to be relevant. The employee's comments and explanations will be taken into account before any decision is made. Therefore any decision made will take account of the employee's record and all other relevant factors. If the nature of the alleged action is such that it potentially may amount to gross misconduct, the employee must be informed in the letter that dismissal may be a potential outcome. 	
<p>Irish Sudden Infant Death Association t/a First Light Page 55 of 73</p>	
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Induction and Policy Manual

5. The Organisation will give due consideration to the employee's replies to the allegations set against him/her.

Adequate time should be given for consideration of all the facts before issuing any form of disciplinary action. Any decision made will take account of the employee's record and all other relevant factors. Generally, no employee will be dismissed for a first offence except in cases of gross misconduct.

6. The employee will be invited to a formal determination meeting where the employee will be given an explanation of any penalty imposed and will understand the consequences of any further failure to maintain or reach the required standard.

Following any disciplinary action, enough time must be allowed for the employee to improve their performance or meet the required standards – except in the cases of gross misconduct.

Employees who have a live disciplinary on their file may not be eligible to apply for another role or be considered for promotion, however all decisions in this regard will be made on an individual basis in consultation with the Line Manager.

7. Employees have the right to appeal any disciplinary decision to a higher level Manager, or if appropriate, to the Chairperson.

The Line Manager must inform the employee of their decision and the reason for the decision in writing stating the right to appeal to a higher level Manager within 5 days of receipt of the letter. If an employee does appeal, they must state clearly the reasons for their decision to appeal in their letter.

Note: The principles of this policy will not apply during an employee's probation period, however any employee dismissed during their probation should be invited to attend a meeting to discuss their performance, behaviour and their employment.

29.3. STAGE 1 – VERBAL WARNING

At the first stage of the procedure a verbal warning will be issued. A record of this verbal warning will be kept on the employee's personnel file for a twelve-month period and will be disregarded after that, if satisfactory improvement is shown.

29.4. STAGE 2 – FIRST WRITTEN WARNING

Failure to improve on previous warning or if an additional or more serious breach occurs, a first written warning will be issued. A record of this written warning will be kept on the employee's personnel file for a twelve-month period and will be disregarded after that, if satisfactory improvement is shown.

29.5. STAGE 3 – FINAL WRITTEN WARNING

Failure to improve on previous warnings or if an additional or more serious breach occurs a final written warning will be issued. A record of this written warning will be kept on the employee's personnel file for a twelve-month period and will be disregarded after that, if satisfactory improvement is shown.

29.6. STAGE 4 – SUSPENSION

Failure to improve on previous warnings or if an additional or more serious breach occurs, the employee will be suspended with or without pay. During any period of suspension, an employee is expected to seriously consider their future with the Organisation. A record of this suspension will be kept on the employee's personnel file for a twelve-month period and will be disregarded after that, if satisfactory improvement is shown.

Depending on the seriousness of the matter, an employee may be suspended without pay at the Written Warning stage of the procedure.

29.7. STAGE 5 – DISMISSAL

Failure to improve on previous warnings or additional or more serious breach occurs or for gross misconduct an employee will be liable to be dismissed.

In the extreme circumstances of gross misconduct, as outlined above, an employee will be suspended pending a full investigation of the matter(s). If, after investigation, the case is proven, then the employee's employment will be terminated without previous warning.

If the decision is to dismiss, the employee should be provided with a letter stating the reasons for termination of employment, the length of employment, the length of notice (whether this will be worked or whether there will be payment in lieu) and the effective date of termination. The letter must include details of the employee's right of appeal and must be issued within two weeks of the dismissal.

Depending on the level of the offence the previous stages of the disciplinary procedure may be bypassed.

If you are in a supervisory or Managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal

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Induction and Policy Manual

(except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

29.8. DISCIPLINARY APPEALS PROCEDURE

The disciplinary policies and procedures, which form part of your contract of employment, incorporate the right to lodge an appeal in respect of any disciplinary action taken against you. This should be lodged within 5 working days, stating the grounds of the appeal in writing, to the nominated Appeals person.

If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.

You may be accompanied at the appeal hearing by a fellow employee of your choice, who may act as a witness; however, this person will not be permitted to answer questions on your behalf. The result of the appeal will be made known to you as soon as possible. The date of the original disciplinary action/dismissal shall remain effective regardless of the outcome of any appeal after the hearing.

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
30. EQUAL OPPORTUNITIES POLICY	
30.1. STATEMENT OF POLICY	
<ul style="list-style-type: none"> We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedures, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action. The aim of the policy is to ensure no job applicant or employee is discriminated against either directly or indirectly on the grounds of gender, marital status, family status, sexual orientation, religious belief, age, disability, race or membership of the travelling community. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice. We will maintain a neutral working environment in which no worker feels under threat or intimidated. 	
<p>Irish Sudden Infant Death Association t/a First Light Page 58 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
31. COMMUNICATION POLICY	
<p>As an equal opportunities employer, FirstLight welcomes a cultural diversity amongst its employees and clients/clients alike. In the interest of integration, equality and to prevent exclusion, FirstLight must take into account the practical implications of such a diversity and ask that, while on the premises of the Organisation or a Organisation associate, vendor or client, you must communicate in a manner that can be understood by all. In the majority of cases, this will mean communicating in English. This will allow employees to operate effectively and efficiently as a team and create a comfortable, unified working environment for all. Failure to comply with this policy may result in the necessary disciplinary step(s) being taken, details of which can be found within this Employee Handbook.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 59 of 73</p>	
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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
32. RECRUITMENT & SELECTION	
<ul style="list-style-type: none"> • The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions. • Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy. • Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications. • We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. • All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job. • Short listing and interviewing will be carried out by more than one person where possible. • Interview questions will be related to the requirements of the job and will not be of a discriminatory nature. • Selection decisions will not be influenced by any perceived prejudices of other staff. 	
<p>Irish Sudden Infant Death Association t/a First Light Page 60 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
33. GENERAL DATA PROTECTION POLICY	
33.1. INTRODUCTION	
<p>The General Data Protection Regulation 2018 ("The Regulation") provides rules which apply to the collection, use, disclosure and transfer abroad of information about individuals which includes employee and client personal data. The Regulation set out the principles that the Organisation must follow when processing personal data about individuals and also gives individuals certain rights in relation to personal data that is held about them.</p> <p>The aims of this policy are:</p> <ul style="list-style-type: none"> • To assist the Organisation in meeting its obligations under The Regulation • To regulate the Organisation's use of information relating to employees and others who work for the Organisation, and • To ensure that employees and others working for the Organisation are aware of both their rights in relation to the personal data that the Organisation holds about them, and their responsibilities with regards to personal data they may process about clients and other individuals as part of their job <p>For ease of reference, this policy refers to "employees", but it applies equally to others working for the Organisation.</p>	
33.2. DEFINITIONS	
<p>Below are definitions under The Regulation:</p> <p>DATA CONTROLLER: the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Data Controller of all Personal Data relating to our Organisation Personnel and Personal Data used in our service for our own commercial purposes.</p> <p>DATA PROCESSOR: 'processor' means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.</p> <p>PERSONAL DATA: any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.</p> <p>DATA SUBJECT: a natural person whose personal data is processed by a controller or processor</p>	
33.3. GENERAL DATA PROTECTION PRINCIPLES	
<p>The Regulation places an obligation on data controllers, such as the Organisation, to observe the data protection principles. In summary these include that personal data must:</p> <ul style="list-style-type: none"> • Be obtained and processed lawfully and fairly in order to serve a lawful purpose • Be used and disclosed for specified, explicit and legitimate purposes and not in any manner incompatible with those purposes • Be adequate, relevant and not excessive in relation the purposes for which they are processed • Be accurate, complete and up-to-date, any information that is inaccurate in relation to purpose for which it is kept and processed, will be rectified or deleted without delay • Not be kept for longer than is necessary for the purpose(s) for which it was obtained • Be processed in line with the rights given to individuals under The Regulation • Be kept safe and secure in line with The Regulation using the appropriate technical and organisational measures that will ensure appropriate security against unlawful processing and accidental loss, destruction or damage and • Not be transferred to countries without adequate levels of data protection <p>All employees have an obligation to comply with these principles where appropriate and must ensure that all data stored by the Organisation is accurate.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 61 of 73</p> <p>Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

33.4. WHAT IS PERSONAL DATA?

Personal data is data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller. The data protection principles apply to any sort of personal data, which is either electronically processed (e.g. on a database) or which is held or intended to be in a structured filing system (e.g. a set of personnel files).

Certain personal data is classified as "sensitive personal data". This is personal data relating to a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, membership of a trade union, physical or mental health, sexual life or any criminal offence or related proceedings. For example, the Organisation may, where necessary in connection with employment, collect and process sensitive personal data in respect of your health.

Any Personal Data processed by the Organisation will be kept secure in line with The Regulation and will only be kept for as long as it meets its required purpose.

33.5. THE ORGANISATION'S OBLIGATIONS

"Processing" includes the obtaining, recording, keeping and disclosing of data. Generally, processing of employee personal data may only be done with the employee's consent. However, such consent is not required in certain circumstances, for example where the processing is necessary for compliance with a legal obligation or where the processing is necessary for the performance of a contract to which the employee is a party e.g. an employment contract.

33.6. NATURE OF EMPLOYEE INFORMATION

The Organisation holds and processes certain personal information about you as part of its general employee records. The records may include your address, contact details, payroll details, educational history, position, etc. This sort of information is known as "personal data" under The Regulation. Employee information is also held on HR and operational databases. In some cases, the General Manager/your Manager might also hold employee information in their own files.

Sensitive personal data may include but is not limited to records of sickness absence, medical certificates and medical reports. The purpose of processing this type of information is generally to manage the application process, to administer benefit plans, to monitor and manage sickness absence and to comply with health and safety legislation. If sensitive personal data relating to you is being processed for reasons otherwise than those set out above or otherwise permitted by law, your explicit consent will be sought.

33.7. PURPOSE OF PROCESSING GENERAL EMPLOYEE INFORMATION

The Organisation needs to collect and use personal data about employees for a variety of personnel, administration, work and general service management purposes. These include administration of the payroll system, the administration of employee benefits (such as leave entitlements), facilitating the management of work and employees, carrying out appraisals, performance and salary reviews, operating and checking compliance with the Organisation's employment rules and policies, operating the Organisation's IT and communications systems, checking for unauthorised use of those systems and to comply with record keeping and other legal obligations.

33.8. KEEPING EMPLOYEE INFORMATION

The Organisation will take steps to ensure that the employee information it holds is accurate and up-to-date. For example, you will be asked to inform the Organisation of any changes which we need to make to update your employee information (such as a change of address). From time to time you will be asked to supply updated personal information as part of our annual review of personal data held to ensure that the Organisation meets its data protection obligations. The Organisation will also take steps to ensure that it does not keep any information about employees for longer than is necessary under the Regulation and other relevant legislation. The Organisation will put in place a policy for the archiving and/or removal of any personal data that is no longer required as per the relevant legislation and regulation in order to ensure data minimisation.

33.9. SHARING PERSONAL DATA

The Organisation may make some information about you available to the Organisation's advisers and/or data processors such as lawyers, accountants, payroll administrators, benefits providers (for example, pension scheme providers), to those providing products or services to the Organisation (such as IT and other outsourcing providers) and to government and/or regulatory authorities. Personal data will only be shared with such parties if they have a need-to-know the information for the purposes of providing the contracted services. These recipients may be located outside the European Economic Area. In this case, the Organisation will agree that the recipients of the information, both within and outside the Organisation, comply with the contents of this policy and the General Data Protection Regulation.

You may only share the Personal Data the Organisation holds with third parties, such as our service providers, if all the following hold:

- they have a need-to-know the information for the purposes of providing the contracted services;

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Induction and Policy Manual

- sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
- the third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place; and
- the transfer complies with any applicable cross border transfer restrictions.

33.10. YOUR RIGHTS UNDER THE DATA PROTECTION RULES

The Regulation gives you (and anyone else about whom personal data is held) specific rights in relation to the information that is held about you. The GDPR introduces a right for individuals to have personal data erased (the right to be forgotten). Some of these rights are summarised below.

Under The Regulation, you are able to:

- Obtain confirmation that the Organisation holds personal information about you, as well as a written description of the information, the purposes for which it is being used, the sources of the information and the details of any recipients
- Obtain access to the personal information, which is held about you
- Rectify any inaccurate data held without delay
- Request that personal data be removed/deleted where no compelling reason exists to continue processing such data
- Restrict the processing of personal data under certain circumstances as laid down in The Regulation
- Object to the processing of personal data where the Organisation does not have compelling legitimate grounds as laid down in The Regulation
- It is important to note that this is not an absolute right to review all the information that is held about you, as there are various exceptions to this right contained in The Regulation. These include:
 - (a) where personal data is kept for the purpose of preventing, detecting or investigating offences and related matters; and
 - (b) where the data is an expression of opinion about you given by another person in confidence.

33.11. YOUR RESPONSIBILITIES UNDER THE DATA PROTECTION RULES

As well as having rights under The Regulation, all employees when processing personal data must comply with the general data protection rules set out in this Policy. Failure to comply with the rules and requirements in relation to data protection may result in disciplinary action being taken against you.

33.12. YOUR PERSONAL INFORMATION

The Organisation requires certain personnel information which may include but is not limited to the below list. In order to assist the Organisation in ensuring that your personal information is kept up to date, you should inform your Manager of any changes as they arise;

- CV / Application form
- Qualifications/ Education
- Address and other contact details
- Emergency contact name and number
- Bank account details
- Attendance records
- Health and Safety documentation

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Induction and Policy Manual

33.13. PERSONAL INFORMATION RELATING TO EMPLOYEES AND CLIENTS

- If as part of your job, you hold any personal information about other employees of the Organisation, clients or about anyone else, then you also need to take steps to ensure that you are following the guidelines set out below. Please note that the following guidelines apply equally to documents containing personal information, which are kept in files, as well as information, which is kept electronically
- You should not keep personal information about people, which you no longer need or which is out of date or inaccurate. You should therefore review any personal information that you hold annually, bearing these principles in mind
- All personal information must be kept securely and should remain confidential
- If you receive a request from someone to give them any personal data about an employee or client (or other individual) you should refer them to the General Manager. The Organisation needs to verify the identity of the person making such a request and has to balance various considerations when deciding whether and how to respond to such request, including compliance with The Regulation. It is therefore important to refer such requests to the General Manager so that s/he can ensure the Organisation's obligations are complied with
- Accessing, disclosing or otherwise using employee records or other personal data without authority will be treated as a serious disciplinary offence and may result in disciplinary action being taken in accordance with the Organisation's disciplinary procedure up to and including dismissal

If you are unsure about the application of these guidelines to the information you hold as part of your job, you should contact your Manager for further guidance.

33.14. BREACH

In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, the Organisation shall promptly assess the risk to people's rights and freedoms and if appropriate report this breach to Management.

33.15. VARIATION

The Organisation may issue further guidance or make amendments to this Policy from time to time, which will be notified to you.

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
34. WHISTLEBLOWING POLICY	
<p>34.1. INTRODUCTION</p> <p>FirstLight is committed to maintaining the highest standards of honesty, openness and accountability and does not believe that it is in anyone's interests for those with knowledge of wrong doing not to come forward. FirstLight takes all malpractice very seriously. Persons making genuine, supported, material allegations should be assured that their concerns will be treated seriously and sensitively. FirstLight will provide reasonable support to all persons making genuine, supported, material allegations and will aim to protect them from detriment, provided that at all times the person making the allegation has acted in good faith and that the allegations made are material and properly grounded.</p>	
<p>34.2. POLICY STATEMENT</p> <p>Employees are encouraged to raise concerns about or report possible improprieties, malpractice or illegal activities occurring in FirstLight at the earliest opportunity and according to the procedures laid out in this Policy. The Organisation's policies in relation to grievances, bullying, harassment, disciplinary matters and other complaints are the appropriate procedures to use where an employee feels there are grievances, injustices or discrimination etc. Therefore, these issues would be outside the scope of this policy and should be addressed through those appropriate channels.</p>	
<p>34.3. PURPOSE</p> <p>This policy sets out to outline the procedures for raising concerns about or reporting possible improprieties, malpractice or illegal activities in FirstLight.</p>	
<p>34.4. OBJECTIVES</p> <p>34.4.1. To provide a culture where employees will feel confident in raising concerns about possible improprieties and/or malpractices or illegal activities occurring in FirstLight.</p> <p>34.4.2. To encourage Employees to raise concerns about or report improprieties occurring in FirstLight without fear of reprisal.</p>	
<p>34.5. SCOPE</p> <p>This Policy applies to all categories and grades of employees in FirstLight.</p>	
<p>34.6. DEFINITIONS</p> <p>Whistleblowing is a specific means by which an employee or stakeholder can report or disclose through established channels in good faith through a reasonable belief that the information provided is substantially true. The report made should not be for any personal gain or malice.</p>	
<p>34.7. PROTECTED DISCLOSURE</p> <p>A protected disclosure refers to disclosures that are made in good faith and on reasonable grounds in accordance with Section 5 of the Protected Disclosures Act 2014.</p>	
<p>Irish Sudden Infant Death Association t/a First Light Page 65 of 73</p> <p style="text-align: center;">Disclaimer</p> <p>The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.</p>	

Induction and Policy Manual

34.8. PROCEDURE FOR WHISTLEBLOWING (PROTECTED DISCLOSURE) FOR ALL STAFF

1. In the normal course of events, an employee who has concerns about improprieties, malpractice or illegal activities that are/could affect the health and welfare of clients, service users, other employees or visitors to FirstLight should report their concerns to their immediate manager. This depends, however, on the seriousness and sensitivity of the issues involved and who is suspected of the malpractice. For example, if you believe that a manager is involved, you should approach the Chief Executive Officer of FirstLight.
2. It is preferable that all concerns are put in writing, stating the reason for the concern and if appropriate any actions that have already been taken to address the concern. Concerns that are being raised should be reported using the **form attached in appendix 6**.
3. Employees' identities will be treated as confidential unless the identity of the person providing the information is required to properly investigate any concerns. Where the concern cannot be investigated without revealing the identity of the employee raising the concern, the person whom you reported the issue to will discuss the options available and agree on how to proceed.
4. While anonymous reports will be given consideration, it is more difficult for FirstLight to carry out an investigation of an anonymous report.
5. Any employee who raises a concern in good faith and on reasonable grounds will not suffer any form of retribution as a result of raising his/her concerns even if it is found to be mistaken. However, where an employee raises a matter which he/she knows to be misleading, false or which is reckless or frivolous will be may be subject to disciplinary action.

Disclaimer

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
35. CONCLUSION	

35.1. If, for any reason, a member of staff decides to leave FirstLight, we would be very interested to learn the reasons why and if any changes were made would it encourage the employee to reconsider resignation. All information concerning their experiences will be kept and discussed on a confidential basis. The discussion will provide FirstLight with information concerning the employee's experience during their employment and if they had any suggested changes or ideas.

35.2. If you decide to leave the Organisation, prior to retirement, the Organisation requires prior notice in writing. The period of notice required will be that, which is stated in your Contract of Employment.

Alternatively, the period of notice given relates to the length of service:

Service	Notice
Less than 13 weeks	None
13 weeks – 2 years	1 week
2 – 5 years	2 weeks
5 – 10 years	4 weeks
10 –15 years	6 weeks
15 years plus	8 weeks

35.3. All items provided to assist in the performance of the job remain the property of FirstLight at all times and must be promptly returned in good condition on leaving. This includes laptops, mobile phones, keys, training materials, badges, etc. All files, documentation and paperwork acquired during employment must also be returned.

35.4. In the employee's final payslip they will receive payment for any holiday or public holiday leave not yet taken. Please note, employees who leave their employment will no longer receive a P45. Instead, we, as your employer will enter your leaving date and details of your final pay and deductions into Revenue's online system and you can access these details through Revenue's myAccount service.

35.5. It is Organisation policy that no written references will be provided to employees when they leave. However, at your request, the Organisation will provide you with a statement of employment which will confirm your commencement and termination dates of employment and confirm the position you held with the Organisation.

CONCLUSION

If there are any changes/amendments to this Employee Handbook, all members of staff will be notified in advance. The Organisation reserves the right to amend the terms and conditions of employment as outlined in this handbook.

Hopefully you will find this Handbook useful and informative. If there are any parts of this Handbook you do not understand or you have any further questions or require further information regarding your employment please do not hesitate to contact your Line Manager.

SUMMARY

You are a valued member of the FirstLight team. You are employed because you are needed, because you are deemed to possess the necessary qualifications for your particular job and because you appear to be the kind of person who will fit into our team and help make it even more successful. The success of our service and therefore of our jobs depends upon the skill, care and effort which you put into your job every day.

Thank you.

Irish Sudden Infant Death Association t/a First Light Page 67 of 73
Disclaimer
 The information contained in this employee handbook is not an employment contract, but rather is a summarised version of existing organisation policy. Irish Sudden Infant Death Association t/a FirstLight reserves the right to modify this employee handbook from time to time according to their sole discretion without notice. If a more detailed explanation of any policy in this handbook is needed, employees should consult with their Manager.

Induction and Policy Manual

FirstLight		EMPLOYEE HANDBOOK	
36. APPENDIX 1 – LEAVE APPLICATION FORM			
HOLIDAY LEAVE REQUEST APPLICATION FORM			
EMPLOYEE NAME		DATE:	
HOLIDAY YEAR		ANNUAL LEAVE ALLOCATION [State No. of Days]	
REQUESTED LEAVE DATES	BALANCE OWING	FROM:	TO:
Enter leave dates in the 'From' / 'To' columns. If you are only applying for a single day, enter date in the 'To' column. If you are unaware how many days are still owing, leave column blank.			
ENTER TOTALS HERE			
SIGNATURE OF EMPLOYEE	DATE OF APPLICATION		
MANAGERIAL AUTHORISATION			
DATE APPLICATION RECEIVED		APPROVED:	YES <input type="checkbox"/> NO <input type="checkbox"/>
IF APPLICATION IS REFUSED, SUGGESTED ALTERNATE DATES		COMMENTS:	
AUTHORISING SIGNATURE		DATE:	
EMPLOYEE NOTIFIED OF DECISION ON	DATE:		HR RECORDS UPDATED: YES <input type="checkbox"/> NO <input type="checkbox"/>
Irish Sudden Infant Death Association t/a First Light		Page 68 of 73	
Disclaimer			
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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
37. APPENDIX 2 – NOTIFICATION REQUIRED BY EMPLOYEE IN RESPECT OF MATERNITY/ADOPTIVE LEAVE	

* All notification of intention to take Maternity/Adoptive leave must be given at least four weeks before the commencement of such leave.

Name of Employee: _____

A) Notification of Intention to take Maternity/Adoptive Leave

I hereby notify my employer of my intention to take Maternity Leave.

My Maternity/Adoptive leave will commence on: _____
(Day/Month/Year)

My Maternity/Adoptive Leave will finish on: _____
(Day/Month/Year)

B) Other Notification Requirements

Additional Maternity/Adoptive Leave

If I intend to take additional Maternity/Adoptive Leave, I understand that I must notify my employer in writing at least four weeks before the end of my Maternity/Adoptive Leave i.e. no later than:

(Day/Month/Year)

C) Intention to Return to Work

If I intend to return to work I understand that I must notify my employer in writing at least four weeks before the end of my leave i.e. no later than:

(Day/Month/Year)

I understand all of the above points and my obligation under the Maternity Protection of Employees Acts, 1994 and 2004 and the Adoptive Leave Act 1995 and 2005.

Signed: _____ Signed: _____
(Employee) (on behalf of Employer)

Date: _____
(Day/Month/Year)

Irish Sudden Infant Death Association t/a First Light Page 69 of 73
Disclaimer

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
38. APPENDIX 3 – NOTIFICATION REQUIRED BY EMPLOYEE IN RESPECT OF PATERNITY LEAVE	

** All notification of intention to take Paternity leave must be given at least four weeks before the commencement of such leave.*

Name of Employee: _____

A) Notification of Intention to take Paternity Leave

I hereby notify my employer of my intention to take Paternity Leave.

My Paternity leave will commence on: _____
(Day/Month/Year)

My Paternity Leave will finish on: _____
(Day/Month/Year)

I understand all of the above points and my obligation under the Paternity Leave and Benefit Acts 2016.

Signed: _____
(Employee)

Signed: _____
(on behalf of Employer)

Date: _____
(Day/Month/Year)

Irish Sudden Infant Death Association t/a First Light Page 70 of 73
Disclaimer

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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
39. APPENDIX 4 – PARENTAL LEAVE FORM – NOTICE TO EMPLOYER OF INTENTION TO TAKE PARENTAL LEAVE	

The employee concerned must complete this form not later than 6 weeks before the commencement of the leave, under Section 8(1) of the Act.

The employer may request evidence in relation to the date of birth of the child, parentage or an adoption order, under Section 8(6) (a) (b).

Name of Employee: _____

Address of Employee: _____

Commencement Date of Employment: _____

Proposed Date of Commencement of Parental Leave: _____

Proposed Duration of Parental Leave: _____ weeks

Manner in which to be taken: _____

 (Please provide a brief description)

Proposed Date of return to work: _____
 (Day/Month/Year)

Name of Child: _____

Date of Birth of Child: _____
 (Day/Month/Year)

Please attach with this form a copy of the Birth Certificate/ Adoption Order.

An employee is entitled to a maximum of 18 weeks unpaid parental leave in any one year, unless otherwise agreed with the employer. Parental leave is granted solely for the purpose of taking care of the above named child. This leave may be terminated if it is not used for this purpose. Any employee abusing this leave may be subject to serious disciplinary action up to and including dismissal.

I declare that the information given above is accurate and complete.

Signature of Employee: _____ Date: _____

Irish Sudden Infant Death Association t/a First Light Page 71 of 73
Disclaimer
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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
40. APPENDIX 5 – NOTICE TO EMPLOYER OF FORCE MAJEURE LEAVE	

This form must be completed by an employee who takes force majeure leave as soon as reasonably practicable after the leave is taken. An employee is entitled to force majeure leave where for urgent family reasons, owing to an injury to or the illness of a person referred to in section 13(1) of the Act, the employee's immediate presence is indispensable at the place where the person is. The persons referred to in section 13(2) of the Act are: child, adopted child or a person in relation to whom the employee is in loco parentis; spouse or person with whom the employee is living as husband or wife; brother or sister; parent or grandparent. It applies to all employees but only when an unforeseen event occurs and the immediate presence of the employee is indispensable, at the place where the ill/injured person is located.

Name of employee:

Name and address of injured*/ill* person:

Relationship to employee:

Nature of injury*/illness*:

Date(s) of force majeure leave:

Describe the reason why the leave was taken:

Declaration: I confirm that I have taken force majeure leave on the above-mentioned dates due to unforeseen events and for urgent family reasons, (owing to the injury to*/illness of* the person specified above), my immediate presence at that person's address was indispensable.

Signature of Employee: _____ Date: _____

Signature of Line-Manager: _____ Date: _____

Acknowledging leave as Force Majeure

Irish Sudden Infant Death Association t/a First Light Page 72 of 73
Disclaimer
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Induction and Policy Manual

FirstLight	EMPLOYEE HANDBOOK
41. APPENDIX 6 – WHISTLEBLOWING FORM	

Concerns Reporting Form

Name of Employee Raising Concern (print): _____

Job Title: _____

Details of Concern (Take care to include the name(s) of individual(s) and date(s) relevant to this report):

Name of Person Receiving Concern (print): _____

Job Title: _____

Name of Employee Raising Concern:

Print: _____

Sign: _____

Date: _____

Name of Manager or person whom you are submitted the concern to:

Print: _____

Sign: _____

Date: _____

Disclaimer

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Induction and Policy Manual

SECTION 20: WORKING AT HOME HYBRID POLICY AND PROCEDURES

1. Policy Statement

FirstLight (the Employer) recognises that there may, on occasion, be circumstances when it would be more beneficial or flexible for staff to work at home, in order to complete a particular task, for example a unique project. However, it is not possible to offer home working to all staff as the requirements of some jobs will not be suitable for such arrangements.

In summary, this policy will only be applied when it has been agreed in advance and will be purely at the Employer's discretion and can be suspended and/or abandoned at any time should business needs dictate this.

This policy deals with situations where:

- the member of staff is not feeling well, in these circumstances this will be limited to 3 days in any one year and single days only
- the member of staff is based at home but works mainly 'on the road'
- occasional one-off home working
- preassigned days working from home

2. Agreement to work from home

Where an employee makes a request, prior permission is required before an employee can work at home. The employee should make the request to their Manager. Serious consideration will be given to any such requests and a decision regarding the suitability of working at home will take into account all relevant circumstances. The decision of the Manager is final. The Employer reserves the right to withdraw their approval for home working if they believe its use is being abused or for any other reasonable needs of the Employer to carry out its business.

3. Qualifying Conditions

Working at home is dependent upon specific criteria being fulfilled, these being that the employee:

- ❖ Has obtained prior agreement for home working from their manager
- ❖ Has agreed with their manager the day(s) that will work from home each week in advance
- ❖ Does not have other commitments with the employer, or elsewhere at that time, including dependent care responsibilities that would conflict with the requirement to

Induction and Policy Manual

work. It is not considered appropriate to combine home-based working with dependent care. Employees are expected to make suitable arrangements for the care of any dependents during working hours. Home working should not be viewed as an alternative to paid dependant care.

- ❖ Has notified their manager of their work and location, which must be within the Republic of Ireland.
- ❖ Has a contact telephone number and is available to be contacted during the nominated times
- ❖ Has a video conference and is available to be contacted during the nominated times
- ❖ Has sufficient WIFI to perform tasks from home
- ❖ Agrees to attend the office when asked in advance for business purposes
- ❖ Agrees to complete the Acknowledgement and Agreement

4. Working Arrangements

4.1 Workload, reporting and monitoring

All arrangements for monitoring, supervision, setting workloads, etc., will be agreed upon with the employee's Manager in line with routine procedures. Key performance indicators (KPI's) will be reviewed.

For one-off home working, the specific project or task must be agreed upon beforehand.

4.2 Equipment

Employees required to work from home would normally have all equipment and associated costs covered by the employer.

Any equipment provided by the employer to work at home will be inspected and maintained by the employer. The staff member is required to take reasonable care of all equipment and keep it secure, and use it in accordance with operating instructions and FirstLight's IT policy. They must ensure that any such equipment provided is returned at the end of the arrangement. Any equipment must NOT be left unattended in any vehicle at any time.

4.3 Insurance Cover

Induction and Policy Manual

Employees are advised that working from home may affect any home contents insurance. They are advised to inform their insurers before commencing working from home. Computer equipment will be insured through FirstLight's insurance policies. Laptops are insured while in suitable secured premises or on the person. They are not insured when left unattended in vehicles.

4.4 Personal Details and Safety

Employees are advised not to release their home address and telephone number to non-members of staff. Employees are also strongly advised not to meet volunteers, clients, or customers at home. If any employee feels this is essential they must gain prior approval from their Manager.

4.5 Confidentiality and access

Equipment and files should only be accessible to the employee and safeguarded from access by other members of the household and visitors

4.6 Review of home working arrangement

At any time, the agreement to work from home may be reviewed by the Manager. This policy is also subject to review and does not form part of any contract of employment.

5. **Health and Safety**

The Employer has a duty to protect its staff's health and safety at work per the provisions of The SAFETY, HEALTH and Welfare ACT 2005 and the regulations made under it.

Employees are required to comply with the Employer's Health and Safety policy while they are at work and to take reasonable care of their own health and safety and that of any third party (where applicable) with whom they come into contact during the course of their employment.

6. **Reporting Sickness Absence**

In the event that the member of staff is sick during a period of working at home then the normal Employer's sickness reporting rules must be followed.

FirstLight, Carmichael Ireland, 4 North Brunswick Street, Dublin 7
Website: www.firstlight.ie : E: info@firstlight.ie : P: 01-8732711
Registered Charity No. CHY7716

Induction and Policy Manual

7. Travel costs and other expenses

Claims may be made for travel to appointments from and to the 'normal place of work'. This does not include the employees home place or their usual place of work (for example, the office at the Carmichael Centre). However, claims for occasional meetings will be paid outside of the above, but must be agreed in advance and must be for business purposes only.

Employees based at home are expected to provide their own furniture, heating, lighting, etc. FirstLight will cover the costs of consumables, e.g. stationery, and pay the employee a non-taxable per diem of €3.20 in line with Revenue rules.

8. Compliance

Failure to comply with any aspect of this policy or related policies such as Health & Safety and the IT policies may constitute a disciplinary offence.

Should you require additional information, please consult with your Manager.

<Employee Name>.

<Employee Address>.

<Employee Address>.

<Employee Address>.

<Date>

RE: Working from Home Hybrid Policy

I _____ have received a copy of the Working from Home Hybrid Policy for General Logistics Systems. I agree and understand to the terms and conditions contained within this policy.

Following are the terms that have been agreed between <employee Name / title> and <manager's name / title>.

- <insert terms>
- <insert terms>
- <insert terms>

I understand that this agreement will be reviewed at this <date>.

Induction and Policy Manual

ACKNOWLEDGEMENT AND AGREEMENT

I (full name) _____ agree and fully understand the Working from Home Hybrid Policy and that these terms and conditions are agreed and that they can be changed depending on business needs at any point in time.

Signed: _____

Date: _____

Employee

Print: _____

Signed: _____

Date: _____

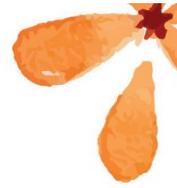
Manager

Approved at 23 November, 2021 Council Meeting

For Review: By end October, 2024

Induction and Policy Manual

SECTION 21: FIRSTLIGHT CLINICAL MANUAL




FirstLight

Supporting Suddenly Bereaved Parents & Families

Clinical Manual

1 June 2018

Induction and Policy Manual

Table of Contents

Welcome	4
About FirstLight	5
FirstLight Psychotherapy Contract	6
FirstLight Child and Adolescent Contract	8
FirstLight Psychotherapeutic Group Contract	10
Clinical Record and Notekeeping Policy	12
Guidelines for Client Assessment Procedure	16
Client Attendance and No Show Policy	21
Voluntary Donation Policy	22
Supervision	23
Child Safeguarding Statement	24
Child Protection Policy	26
Child Collection Policy	35
Induction and Training	36
Non Disclosure Agreement	37
Independent Contractors Agreement	42
IACP/IAHIP/IAPTP Code of Ethics and Practice	48
APPENDICES	
Appendix 1: Consent Form	81
Appendix 2: CORE Forms	82
Appendix 3: Record Keeping Format	88
Appendix 4: Supervision Letter	89
Appendix 5: Child Abuse	90

Induction and Policy Manual

Appendix 6: Sample Invoice	93
Appendix 7: Client Closure Form	94
Appendix 8: Psychotherapist Update Form	95
Appendix 9: Child Protection and Welfare Report Form	96

Induction and Policy Manual

Welcome from FirstLight's CEO

I would like to extend a very warm welcome to you and I am delighted to launch this first edition of the FirstLight Clinical Policies and Procedures Handbook. Our aim for this Handbook is to outline the policies and procedures of FirstLight, to guide you in relation to them, and to help you to understand what we expect from you and what you can expect from us.

Please do take time to read this Handbook. Any questions you may have can be directed to the Clinical Director.

You are a very important member of the team contributing to our shared goal – to support and help families who have suffered the sudden and unexpected death of their child. I would like to express my sincere gratitude for your continued support as we work towards ensuring a timely and quality service to the community we serve.

Warm regards,

Fionnuala Sheehan



Induction and Policy Manual

About FirstLight

Introduction

The Irish Sudden Infant Death Association (ISIDA) was established as a company limited by guarantee in 1976. The company is a registered charity and a national organisation with members throughout the country. It is affiliated to SIDS International, a worldwide federation of Sudden Infant Death Syndrome Parents Associations and the Global Strategy Task Force. The Association re-branded to Firstlight in 2014.

Firstlight's Vision

The sudden loss of a child is one of the most unimaginable pains a family can experience. Every year in Ireland children die suddenly, unexpectedly and often without explanation. It is Firstlight's vision that any family or parent that is bereaved suddenly has access to professional crisis intervention support services should they wish to avail of them, and that parents' first encounters around the sudden loss of their sons or daughters are handled sensitively and compassionately.

Our Mission

Firstlight's mission is to:

- ✓ deliver appropriate professional support services to bereaved parents and families including first encounter, crisis intervention and on-going support services;
- ✓ promote training for frontline professionals who encounter bereaved parents and families;
- ✓ raise awareness of Firstlight's professional support services and;
- ✓ promote research into child mortality and intervention campaigns to reduce the incidence of sudden death.

Our Values

Our work is governed by values of compassion, empathy, respect and hope.

Induction and Policy Manual

FirstLight Psychotherapy Contract

All information is confidential and will not be given to any person or group without your expressed permission.

Client ID Number: _____

Information for you:

Duration of the session

The duration of each therapy session is fifty-five minutes.

Confidentiality

All counselling is confidential as laid down by the Irish Association of Counselling and Psychotherapy Code of Ethics. The exceptions to this are as follows:

- Harm to self or to another person;
- A disclosure of abuse involving a minor (under 18 years) or any other protection issue that emerges;
- Serious criminal behaviour past or present;
- If a name is disclosed of a child abuser and the abuser is still alive and at risk of harming other children today.

In the case where I deem it necessary to breach confidentiality, I will contact your GP or family member/friend. Whenever possible, I will do it with your knowledge and this is aimed at making sure you are cared for and safe at all times. It is an extension of care rather than a breach of confidentiality. I regularly present my work in clinical supervision. The aim is to monitor and improve clinical work undertaken. All supervision is done on a confidential basis and your name is never used.

Number of sessions required

Whilst the number of sessions you require depends upon your individual needs and the complexity of the issues disclosed, we would recommend that you attend a minimum of eight sessions to benefit from the process.

Place of Counselling/Psychotherapy

All sessions will take place at _____

Drug/Alcohol Use

Please refrain from using any non-prescribed drugs and alcohol on the day of your appointment.

Induction and Policy Manual

Agreement:

To date, our policy is to provide counselling/psychotherapy free of charge. However, if you are employed, we would kindly ask that you consider making a voluntary discretionary donation towards the sessions.

Cancellation Policy:

If you are unable to attend a session, I would ask that you please give me 24 hours' cancellation notice. In the event of you not presenting without 24-hour notice more than twice, it will be necessary to terminate this contract.

I have read and discussed the above information with my therapist. I understand the risks and benefits of therapy, the nature and limits of confidentiality and what is expected of me as a client of FirstLight.

Signature of Client

Signature of Psychotherapist

Date: _____

Induction and Policy Manual

FirstLight Child and Adolescent Contract

Information for Parents/Guardians

Number of sessions required

The minimal requirement for supporting a child/young person who has experienced trauma or loss through bereavement counselling is five sessions, with the possibility for further sessions as required upon review.

A further one session will be required regarding intake, review and support sessions with Parent(s)/Guardian(s).

If a child is unable to attend a session, we would ask that a parent/guardian please give 24 hour's cancellation notice.

If more than two sessions are missed without 24 hours' cancellation notice, termination of the contract is initiated.

Terminating Play Therapy

FirstLight Bereavement Counselling will be terminated in accordance with the following conditions:

1. Discharge will take place on an agreed, planned basis having due consideration for the needs and wishes of the child.
2. If a child consistently misses appointments, his/her counselling provision will be reviewed at the discretion of the therapist.
3. When ongoing treatment is deemed inappropriate or counter therapeutic. This may occur in a number of circumstances including when:
 - The factors that are directly maintaining a child's difficulty cannot be targeted through the Play Therapy service.
 - When factors that will significantly hamper therapeutic progress need to be addressed first, before Play Therapy intervention will be of benefit.
 - Where parental conflict is negatively affecting the child or preventing any therapeutic gains being made.
 - When new information becomes available, which requires further investigation by the Child and Family Agency personnel i.e. Social Worker/Gardaí.

In such circumstances, feedback is provided to key professionals detailing these factors and how they might be advanced.

Induction and Policy Manual

Confidentiality

The content of the counselling sessions is confidential and only information deemed necessary will be shared. Should the therapist be made aware by the child of intent to harm oneself or someone else or become aware of an abusive situation where someone is at risk, this information will be handed over in a sensitive manner to the relevant parties. The Play Therapist will always act in the best interest of the child/young person.

Fee policy

FirstLight do not charge for its services, however if you are in employment we would kindly ask that you consider making a voluntary discretionary donation towards the sessions.

Practical service provision

The therapist will have intake meeting(s) with the child's Parent(s)/Guardian(s) in the lead up to commencing the counselling. During these meetings the following will be discussed:

- The role of the therapist;
- How bereavement counselling works;
- The supports, which the child requires whilst availing of the service;
- The conditions and expectations of the counselling service will be laid out;
- The therapist will explore the Parent(s)/Guardian(s) expectations of counselling, and the limitations of counselling will be discussed.

Please sign and return a copy of this document along with the Consent Form (see Appendix 1) to indicate your agreement with the terms as set out above.

Signature of Parent/Guardian

Signature of Psychotherapist

Date: _____

Induction and Policy Manual

FirstLight Psychotherapeutic Group Contract

Introduction

In order to partake in a therapy group, all members must agree to uphold the rules and expectations. This allows the group to become a safe therapeutic space for all members. In particular, there are essential rules for all groups run by FirstLight.

Shared responsibility of the group:

Respect

All group members are required to respect all other group members. Share feelings and experiences but not advice. Accept one another without making judgements. If a group member disagrees with another member's point of view, a respectful discussion is required.

Attendance

All group members are requested to attend all sessions, however if you are unable to attend please do let the psychotherapist know.

Electronic devices

Due to the sensitive nature of group therapy, we ask all members to turn off all electronic devices. This includes camera, vibrate, or silent mode.

Duration of the group

The duration of the group is two hours per night for a period of eight weeks.

Confidentiality

The group facilitator will not disclose client communications or information, except as provided by law, or in other limited circumstances. Group members will not share any information discussed within the group with any other persons.

One voice

When entering into group therapy, members agree to listen to each other and allow everyone to share. Avoid interrupting or having side conversations. Members are required not to monopolise the group.

Place where the group will be held

All sessions will take place at _____

Induction and Policy Manual

Drug/Alcohol Use

Please refrain from using any non-prescribed drugs and alcohol on the day of the Group session.

Agreement:

To date, our policy is to provide counselling/psychotherapy free of charge. However, if you are in employment, we would kindly ask that you consider making a voluntary, discretionary donation towards the sessions.

Cancellation Policy:

If you are unable to attend a day, I would ask that you please give 24 hours' cancellation notice.

I have read and discussed the above information with my psychotherapist. I understand the risks and benefits of therapy, the nature and limits of confidentiality and what is expected of me as a client of FirstLight.

Signature of attendee(s)

Signature of Psychotherapist

Date: _____

Induction and Policy Manual

Clinical Record and Note Keeping Policy

Introduction

Record keeping is an integral part of clinical care at FirstLight. It is an important tool in professional practice and is not an optional extra to be fitted in if the circumstances allow. The quality of record keeping is a reflection of the standard of professional practice, whether the records are paper based or electronic. A good standard of record keeping is the mark of skilled and safe therapists.

This policy identifies the standards that are expected of all therapists at FirstLight. It sets a minimum standard to which members of the FirstLight team are required to write their clinical notes.

The FirstLight team will be compliant and consistent with all government legislation as well as national and professional guidelines.

Purpose

The purpose of this policy is to ensure that clinical notes made by staff and therapists are fit for purpose and of a quality that provides for accurate, objective, current and comprehensive information that supports and enables best possible clinical care for clients.

Duties

The Clinical Director is responsible for the development and updating of policies for note keeping and for ensuring that this policy is implemented and adhered to and for monitoring the upkeep of notes according to the policy.

All FirstLight therapists must comply with the FirstLight Clinical Record and Note Keeping Policy.

Creation and Storage of Clinical Notes/Records

FirstLight hold clinical governance for all clients attending the service. As such, notes will be held on its premises in Carmichael Centre and therapists will be responsible for submitting their notes on a monthly basis. All clinical records must be created using, and be in compliance with, the FirstLight format located in Appendix Two of this policy document.

Adult clinical records will be maintained for eight years after last contact, unless in the interest of the client and in accordance with the General Data Protection Regulation (GDPR). Records of minors will be retained until the client's 25th birthday or 26th if the young person was 17 at the conclusion of therapy.

The protection of notes is of the utmost importance. Clinical notes at FirstLight will be password protected and stored on a secure, protected server. Back-ups occur on a daily basis to protect against loss.

Standards for Record Keeping

A client code will be assigned to protect the privacy and confidentiality of the individual

Clinical notes will be made within 24 hours.

Notes should be consecutive.

Induction and Policy Manual

Clinical notes should not include abbreviations.

Please do not include jargon, irrelevant speculation, interpretation or analysis of your client that is based on your opinions. Notes should be factual and adhere to the PIP format used at FirstLight. Please refer to Appendix Two.

Notes should contain a full account of the assessment that took place when therapy commenced. Please include reference to the contractual arrangements that took place at the initial session and subsequent reviews. Please indicate that grounds for breach of confidentiality have been explained to the client.

Clinical records should include an account of each individual session. Notes should also include phone calls and emails that have been made to and from the client, as well as any that have been made on behalf of the client with their express written consent. Copies of any consent forms should also be included in the clinical notes.

Each session note should be signed, timed and dated. Please ensure that you refer to your client only by their designated client code. Names should not be included in clinical notes.

Corrections to notes should be scored through with a single line, initialled and dated in such a manner that any justifiable alterations or additions are clearly attributed to you as the therapist.

Please be aware that the notes will be saved to our secure server in your client's individual file. Upon closure, each client's confidential file will be locked and password protected. Furthermore, the sessional therapist will not retain any notes once they have been sent to the office.

Good Practice in Record Keeping

When writing notes, please be factual, consistent and accurate. Notes should be written in a manner that both clinicians and clients will be able to understand.

Notes should reflect evidence that the therapist has understood and honoured their duty of care to the client. A record of any arrangement for the continuation of care of the client must be recorded at the end of the therapy session.

Telephone/E-Mail/Text/Faxing and Contact Recording

All telephone calls, e-mails, texts and any other mode of contact with a client must be recorded in the clinical record.

If texting with a client, bear in mind that professionalism is required. The Office of the Data Protection Commissioner recommends that text messaging be limited to non-clinical matters. Texting is a great way of reminding clients about appointments and many clients will naturally utilise this form of communication. However, bear in mind that it is fraught with ethical challenges. Read and re-read your text before you hit send. Consider how clearly you have communicated your message. Consider how you would like to receive a text from your therapist. Check for any potentiality for misunderstanding, as context is not always communicated in texts. Please ensure that you do not include any clinically relevant information in texts or when leaving a voice mail on clients' phones. When contracting with clients, it may be useful to ask how they feel about text communication and to remind them that text message communications may not be secure. You also need to inform them that any electronic message becomes part of the clinical record.

Induction and Policy Manual

The Therapist's Accountability for Entries

Therapists need to recognise their accountability for entries to records.

Therapists will have their records reviewed on a periodic basis by the Clinical Director.

Access to Records

Access to clinical records is limited to the therapist who is working with an individual client and the Clinical Director of FirstLight.

Under the Freedom of Information Acts, clients are also within their rights to view their client notes. Please bear this in mind when you are writing clinical notes.

Clinical Negligence

Client notes are sometimes called into evidence in order to investigate complaints, for criminal proceedings, professional hearings or the coroner's court. The courts regard record keeping as an integral part of professional practice. Each therapist must consider whether or not their record keeping is clinically adequate and would be accepted by such professional peers.

Records will be flawed if they do not contain sufficient detail of place, date, time and authorisation (signature). In clinical negligence claims, the court will consider relevant information about the condition of the client at any given time. The measures taken by the therapist to respond to need, the process of their care and how treatment decisions were arrived at, as well as the therapy itself will be considered.

A clear and accurate written, consecutive record, which includes any significant intervention, treatment and conversation/communication recorded by a therapist, is required. The approach to record keeping that courts of law adopt tends to be that 'if it is not recorded, it has not been done.' A report must never be falsified in any format.

Monitoring Effectiveness

FirstLight monitors clinical effectiveness in a number of ways, all of which should be recorded in the clinical notes.

Clinical Outcome Measures such as CORE-34 are used as part of the process at FirstLight. Copies of the completed forms should be submitted to FirstLight's office in the Carmichael Centre as part of the clinical record. Individual CORE scores should be written into the clinical notes and copies of the tracking form should also be submitted. This should be repeated each time the CORE is used with a client. The CORE should be used on a six-weekly basis with each client.

Additionally, attendance at appointments is used as a performance monitoring indicator. Please note any 'no-shows', 'cancellations' and any other form of missed appointments in your clinical notes and submit these to the office. If a cancellation has occurred, please indicate whether the appointment was cancelled by the therapist or the client. When submitting a clinical record related to non-attendance, please also include any text/phone communication that was attempted.

Induction and Policy Manual

Procedure for sending Clinical Notes to FirstLight

FirstLight are required to ensure all personal data is processed in line with the General Data Protection Regulation principles and good practices. In order to be accountable under data protection regulations, FirstLight requires you to:

- Ensure that the computer on which you store the clients' data is encrypted;
- To ensure that access to the client's file is password protected;
- When transmitting the client files back to the office can you please "pdf" and password the clinical notes and core forms and return via email to the Clinical Director.
- Under no circumstances should you forward your client files by Fax. Client files sent by normal email are not secure and can be accessed inappropriately by others before reaching their intended recipients.

In light of the above, please do not hesitate to contact the Clinical Director if you need help or further clarification.

Induction and Policy Manual

Guidelines for Client Assessment Procedure and Utilising the CORE-OM

Background

With increasing pressure on services to monitor outcomes, the CORE methodology is a system for routine outcomes measurement in psychological therapies in Ireland. It provides a framework for responding to the increasing demand in health and other sectors to provide evidence of service quality and effectiveness. It is a conversational, therapeutic tool which have been clinically proven to measure the impact of counselling and psychotherapy.

Introduction

FirstLight utilises the CORE (Clinical Outcomes in Routine Evaluation) system. The system includes a questionnaire which measures the intensity of problems. The primary CORE questionnaire consists of 34 questions, each scoring 0 – 4, giving a total score for the CORE-OM of 0 – 136. The higher the score for a question, the more the client is struggling with the issue concerned. This means that a decrease in score during and after counselling indicates that the client is managing and feeling better. This guide will explain the best practice method of using the system with your clients at FirstLight. Attached, please find in Appendix 2 the CORE forms for your perusal.

Introducing the CORE-34 Questionnaire with your client

- Explain that FirstLight believes in evidence based practice, and we use the CORE form as a way of helping clients see their own progress, as well as helping the service ensure that we are meeting the needs of the client.
- Explain that it takes approximately five minutes to complete. Communicate that there are no right or wrong answers, just whatever answer seems right to the client in relation to how they've felt over the past week.

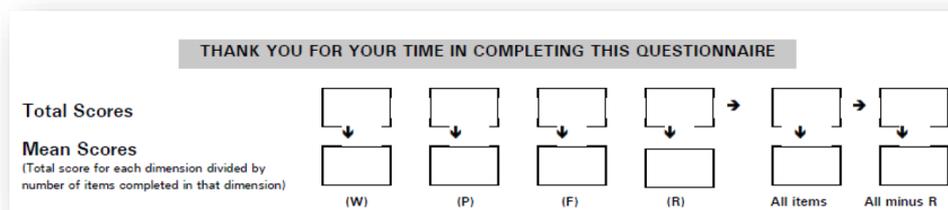
Using the CORE-34 with Clients

- Allow the client a few minutes to complete the CORE form.
- When the client has completed the questionnaire, quickly scan the form to make sure they haven't skipped a question by mistake but bear in mind they may prefer not to answer some questions. Make sure the client has not scored highly on the RISK items; i.e. that they have not scored highly on questions which would indicate they were having suicidal thoughts or in any danger of being hurt or hurting someone else - use your clinical judgement in this instance and discuss the items further with the client. Depending on the seriousness of the concern, the outcome could result in the therapist commencing the ASIST procedures, or contact FirstLight's Clinical Director.
- Remember to offer help to clients who struggle with the CORE questionnaire or any of the items.
- It is important to check if the client has any difficulty reading or writing.

Scoring the CORE 34 – Step by Step:

1. Firstly, note the score for each answer provided by the client in the boxes marked *office use only* on the right of the pages.
2. Then score each dimension of the CORE Questionnaire. Start in the scoring section on the bottom left hand-side of the second page of the CORE form (see below) – scores for each dimension are written in the top row, mean (average) scores are written in the bottom row.

Induction and Policy Manual



3. The first dimension to calculate is the “W” dimension – the **Well-being** dimension scale.
 - a. Adding the four “W” item scores gives a total **Well-Being** score, ranging from 0-16.
 - b. Add the score for the four “W” questions to get the overall “W” score.
 - c. A mean (average) of the Well-Being score can then be calculated by dividing the total “W” score by 4. The average will range from 0-4.
 - d. A mean (average) score can still be calculated even if the client has not answered all four questions, but only if they have left *one* question unanswered. If any more than one question has been left unanswered, the mean (average) cannot be calculated.

4. The second dimension to be calculated is the “P” dimension – the **Problems/symptoms** dimension.
 - a. Adding the twelve “P” item scores gives a total **Problems/Symptoms** score, ranging from 0-48
 - b. Add the score of the twelve “P” questions to get the overall “P” score.
 - c. A mean (average) of the Problems/Symptoms score can then be calculated by adding up the scores from the twelve “P” questions and dividing the total score by 12. The score will range from 0-4.
 - d. A mean (average) score can still be calculated even if the client has not answered all twelve questions, but only if they have left one question unanswered. If any more than one question has been left unanswered, the mean cannot be calculated.

5. The third dimension to be calculated is the “F” dimension – the **Functioning** dimension.
 - a. Adding the twelve “F” item scores gives a total **Functioning** score ranging from 0-48.
 - b. Add the score of the twelve “F” questions to get the overall “F” score.
 - c. A mean (average) of the Functioning score can then be calculated by adding up the scores from the twelve “F” questions and dividing the total score by 12. The score will range from 0-4.
 - d. Again, a mean (average) score can still be calculated even if the client has not answered all twelve questions, but only if they have left one question unanswered. If any more than one question has been left unanswered, the mean cannot be calculated.

6. The final dimension to be calculated is the “R” dimension – the **Risk** dimension.
 - a. Adding the six “R” item scores gives a total **Risk** score ranging from 0-24.
 - b. Add the score of the six “R” questions to get the overall “R” score.
 - c. A mean (average) of the Risk score can then be calculated by adding up the scores from the six “R” questions and dividing the total score by 6. The score will range from 0-4.

Induction and Policy Manual

- d. Again, a mean (average) score can still be calculated even if the client has not answered all twelve questions, but only if they have left one question unanswered. If any more than one question has been left unanswered, the mean cannot be calculated.
- e. In circumstances where the mean cannot be calculated, please refer back to the Clinical Director.

Global Distress

7. Each of the W; P; F and R scores should be added together, and the total written in the fifth box on the top row, following the arrows for clarity. This provides the score of **global distress** which will range from 0-136.
 - a. A mean (average) of the total score of global distress can be calculated by adding up all of the questions and dividing the answer by 34, providing the client answered all questions.
 - b. The mean (average) of the global distress score will range from 0-4. This should be entered in the second row (mean scores), fifth box from the left, below the global distress score attained in item 7 above. Follow the arrow for clarity on placement of the mean global distress score.
 - c. If 1 or 2 items are not complete, mean (average) scores can be calculated by dividing the total score by the number of complete items – i.e. if the client answered just 32 questions, then divide the total global distress score by 32 to gain an accurate average score.

8. **Global Distress** score and mean can also be calculated without the **Risk** items as follows:
 - a. Adding all 28 “W”, “P” and “F” item scores gives a score of global distress minus Risk, ranging from 0-112.
 - b. A mean (average) of this score can then be calculated by dividing the total score by 28, and will range from 0-4.
 - c. If only 1 or 2 items are not complete, mean scores can be calculated by dividing the total score by the number of complete “W”, “P” and “F” items.
 - d. To record the **Global Distress** score on the Chart (see below), multiply it by ten. This means that if a client’s score was found to be 2.75, the score to record on the chart would be 27.5. Multiplying the number by ten is simply to allow for better visual review on the chart (see below)

Induction and Policy Manual

Paper Chart for CORE Outcome Measure Scores
 Note: This form is for the personal use of the practitioner with the patient and is to be retained in the notes.

Average Score x 10	40	Severe	
	35		
	30		
	25		Moderate Severe
	20		Moderate
	15		Mild
	10		Low Level
	5		Healthy
	0		
	0		

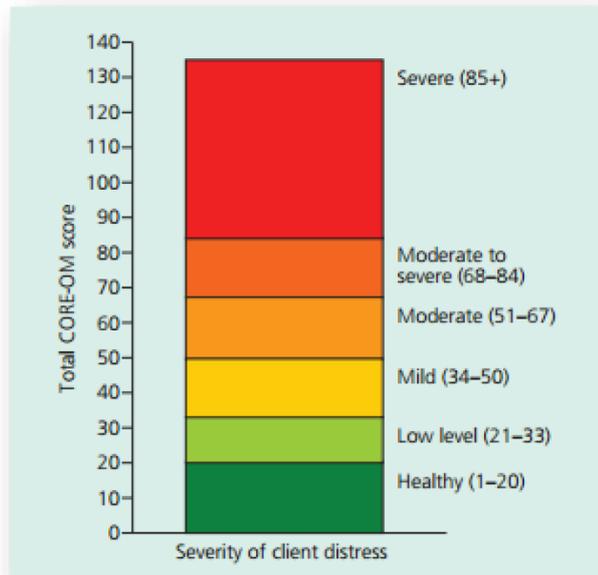
Date _____
 Clinician _____
 CORE Q _____
 Treatments _____

Patient _____
 Practitioner _____

WW - Watchful Waiting
SP - Supportive Sessions (eg as given by a GP)
EX - Exercise
BB - Biotherapy
GSH - Guided Self Help
CCBT - Computerised Cognitive Behavioural Therapy
CBT - Cognitive Behavioural Therapy
CL - Counselling
MED - Medication
REF - Referral
OTH - Other
Overall Cut-off _____
Risk Cut-off _____

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The diagram to the right also serves as a scale to help Therapists understand the levels of distress their client is experiencing:



Induction and Policy Manual

Scoring the CORE 10 – Step by Step

Over the last week...	Not at all	Only occasionally	Sometimes	Often	Most or all of the time
1 I have felt tense, anxious or nervous	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
2 I have felt I have someone to turn to for support when needed	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0
3 I have felt able to cope when things go wrong	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0
4 Talking to people has felt too much for me	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
5 I have felt panic or terror	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
6 I made plans to end my life	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
7 I have had difficulty getting to sleep or staying asleep	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
8 I have felt despairing or hopeless	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
9 I have felt unhappy	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
10 Unwanted images or memories have been distressing me	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
Total (Clinical Score*)					<input type="text"/>

1. Each item within the CORE-10 is scored on a 5-point scale ranging from 0 ('not at all') to 4 ('most or all the time').
2. The clinical score is calculated by adding the response values of all 10 items.
3. If the client has missed out in answering all ten of the items, the score is derived by adding the total mean (average) score and dividing the total score by the number of completed items, and then multiplying by 10.
 - a. Example: if a client scored 21 and had responded to nine of the items a score would be obtained by dividing 21 by 9, and multiplying by 10: $[27/9=3 (x 10) = 30]$
4. It is not recommended to re-scale the clinical score if more than one item is missing – so if a client has responded to only 8 of the items, the form will not be usable or reliable.
5. The minimum score that can be achieved is 0 and the maximum is 40.
6. Like the CORE 34, the CORE 10 is problem scored; that is, the higher the score the more problems the client is reporting and/or the more distressed they are.
7. A score of 10 or below is a score within the non-clinical range and of 11 or above within the clinical range.
8. This means that clients scoring below 10 can be thought of as 'healthy' or experiencing 'low' level distress.
 - a. Clients may score on a number of items at any particular time but still remain 'healthy'.
 - b. Similarly, clients may score in the 'low' range which might be a result of raised pressures or particular circumstances but which is still within a non-clinical range.
9. A client score of 11 can be considered to be experiencing a 'mild' level of psychological distress
10. A client scoring 15 and above would indicate a 'moderate' level of distress
11. A client scoring 20 would be considered to be suffering a 'moderate-to-severe' level of distress.
12. A client who scores 25 or over marks a 'severe' level of psychological distress.

Induction and Policy Manual

Client Attendance and No Show Policy

Client Does Not Attend Session

If a client does not turn up for a session, you can discuss with the Clinical Director what the best course of action to take is. We would recommend that you telephone the client and find out what they want to do next. It would be important to communicate to the client that they can reschedule or ring back at a later stage and to let them know our door is always open. It is the therapist's responsibility to make the call. If a client does not turn up again having rescheduled the appointment the therapist can either call or write to their client stating that if they don't hear from the client by a set date it will be **assumed** that they no longer wish to continue. However, the therapist should encourage them to return for a closing session to afford the opportunity for adequate closure. All calls and letters should be logged in the file.

Please also see paragraph 3, page 14 on Monitoring Effectiveness.

Whatever the reason for a client not attending and if a client does not return for their closing session they should be forwarded an evaluation form along with an addressed envelope and returned to:

The Clinical Director
FirstLight
Carmichael Centre,
4 North Brunswick Street,
Dublin 7

Payment of Sessional Therapist when the appointment is cancelled

We are very aware that any appointment made with the therapist is important. The appointment is for the clients' exclusive use and when it is cancelled with short notice, or missed altogether, it is often too late or impossible to offer this time to someone else and the appointment time goes unfilled. FirstLight, therefore, will pay the sessional therapist the full cost of their scheduled session. However, if the client gives advance notice (i.e., 24 hours or more) the sessional therapist is not paid.

Induction and Policy Manual

Voluntary Contribution Policy

Over the past forty years, all clients who attend FirstLight or any of its affiliated services do so free of charge. However, voluntary discretionary contributions are gratefully accepted. Below, please find the guidelines in relation to the voluntary discretionary contribution.

- **If asked**, a suggested contribution of €25 applies for both adult and child therapy;
- A receipt book will be issued to all sessional therapists;
- A receipt should always be written even if there is no contribution, this is to ensure that a log of the session is taken;
- No receipt is submitted if the session is cancelled or if the client does not show up;
- It is also important to note that your name should also be added to the receipt;
- With regard to the contribution, we would kindly ask that you send an email outlining the tally for each month to mags@firstlight.ie for recording purposes and lodge the contribution to our FirstLight account.

The details are as follows:

Allied Irish Bank, Capel Street, Dublin 1
 IBAN: IE62 AIBK 9311 0126 8060 95
 BIC: AIBKIE2D

FirstLight Receipt Book Procedures

In order to ensure FirstLight complies with all accounting requirements, we request that all FirstLight therapists utilise the receipt books sent to you. Prior to writing a receipt, please ensure that the backing cardboard is underneath all three duplicate receipts (white, yellow, pink). When issuing a FirstLight receipt, we request that you complete the following in clear, legible handwriting:

1. Enter in the date that the session took place.
2. Fill in the Client ID (we will assign codes to each new client and will notify you of this when we are assigning a new client).
3. When indicating the amount paid by the client, please write the amount in numbers. Please only enter the amount that is actually received. If a client's fee is waived on this occasion, please write the words "Zero/Fee Waived."
4. Please enter your own name in clear, legible writing and sign the receipt.
5. Please give the white copy of the receipt to the client. The yellow copy needs to be returned to FirstLight on a monthly basis and the pink copy stays in the receipt book.

Induction and Policy Manual

Supervision

All therapists are required to attend Clinical Supervision and have an external Supervisor with appropriate qualifications and experience in the role. Therapists are required to attend one to one supervision monthly and it is the responsibility of the therapist to ensure that they are attending supervision in the correct ratio as outlined by their accrediting body.

It is expected that the Supervisor and the sessional therapist will work within the designated code of ethics and practice set down by the professional body of which they are a member. The Supervisor and the FirstLight therapist will work together to ensure that the service delivered is in line with best practice. The relationship between the Supervisor and the FirstLight therapist will be confidential. However, in the event that the Supervisor has concerns about the work of the FirstLight therapist, the Supervisor should in the first instance address the concerns with the therapist. If the issue involved cannot be resolved, the Supervisor should contact FirstLight's Clinical Director.

FirstLight's Clinical Director will have the right to contact the Supervisor if there are any concerns about the work of the therapist. The therapist will be informed in advance if the Supervisor or FirstLight intends taking any action whatsoever in relation to concerns received.

A standard letter outlining the Supervision Agreement must be signed by the FirstLight therapist's external Supervisor prior to the commencement of supervision in relation to FirstLight clients (please refer to Appendix 3).

Induction and Policy Manual

Child Safeguarding Statement

FirstLight is committed to safeguarding children and young people while they are receiving our services.

FirstLight provides Play Therapy and Adolescent Psychotherapy intervention services to children/young person following the sudden and unexpected loss of a sibling.

FirstLight's services are provided to children/young person on a one to one basis or in a group session depending on what is deemed most appropriate following assessment.

The minimal requirement for supporting a child/young person who has experienced trauma or loss through Play Therapy and Adolescent Psychotherapy is 5 sessions, with the possibility for further sessions as required upon review. A further session is provided to address intake, review and support sessions with Parent/s or Guardian/s, as appropriate.

We have carried out an assessment of any potential for harm to a child/young person while availing of our services. The following areas of risk have been identified along with the procedures we have put in place to manage these risks:

- Suitability for therapy and readiness of child to engage with it
- Conditions that are inappropriate or counter therapeutic
- If a child/another person is at risk or in danger.

Prior to commencement of Child and Adolescent Therapy, FirstLight will require Parent/s or Guardian/s (whichever is appropriate) to enter into FirstLight's Child and Adolescent Therapy Contract. The purpose of this Contract is to outline:

- FirstLight's approach to therapy
- the working assumptions necessary before therapy can begin
- the circumstances or conditions when Play Therapy/Adolescent Psychotherapy services will be terminated
- confidentiality and possible circumstances when it may be breached
- practical aspects of service provision, and
- Consent.

Qualifications and suitability of FirstLight service providers:

- FirstLight requires its therapists to be qualified, accredited and Garda vetted.
- FirstLight requires its staff, therapists and volunteers to have completed the Child First Programme.
- FirstLight has a Volunteers Policy and Handbook outlining the role and responsibilities of Volunteers.

Child collection and parental supervision:

- FirstLight's Child Collection Policy is provided to Parent/s, Guardian/s prior to commencement of our service

Induction and Policy Manual

- Consent Forms are required to be completed by parent/s or guardian/s.

FirstLight's Child Safeguarding Statement has been developed in line with requirements under the Children First Act 2015, Children First: National Guidance for the Protection and Welfare of Children (2017), and Tusla's Child Safeguarding: A Guide for Policy, Procedure and Practice. In addition to the procedures listed above in our risk assessment, the following procedures support our intention to safeguard children while they are availing of our service:

Procedures for the management of allegations of abuse or misconduct against therapist/staff/volunteers of a child availing of our service:

- FirstLight's Complaints Policy and Procedures and FirstLight's Whistleblowing Policy set out the procedures for the management of allegations of abuse or misconduct against therapists/staff/volunteers of a child availing of our service.
- Child welfare and protection concerns will be reported to Tusla/Gardaí.
- A list of Mandated persons is maintained by FirstLight and a Designated Liaison Child Safeguarding Officer has been appointed.
- All procedures listed above are available upon request.

We recognise that implementation is an on-going process. FirstLight is committed to the implementation of this Child Safeguarding Statement and the procedures that support our intention to keep children safe from harm while availing of our service.

This Statement will be reviewed on 1 February, 2021 or as soon as practicable after there has been a material change in any matter to which the Statement refers.

Signed: ___ FirstLight, CEO _____

For queries, please contact _ Clinical Director, FirstLight _____

Induction and Policy Manual

Child Protection Policy

Policy statement

FirstLight promotes the welfare, protection and development of all children who come into their service. All staff at FirstLight, to include employees, qualified therapists have a responsibility in this regard. Children are valued, respected and treated as individuals. Those involved with FirstLight should conduct themselves in a way that reflects the principles of centre and report any concerns about child neglect or abuse according to FirstLight procedures.

Implementation

Management at FirstLight are responsible for ensuring the implementation of this policy. This includes ensuring that all relevant personnel receive training on Children First Guidelines.

All those working with children and young people should be given adequate support, training and supervision in relation to child protection. They should be in a position to discuss with the Designated Liaison Child Safeguarding Officer or the CEO any concerns regarding a child or young person no matter how trivial it appears.

Role of the Mandated Person

The Designated Liaison Child Safeguarding Officer for FirstLight is the Clinical Director.

All psychotherapists are mandated persons under the Children First National Guidelines. The role of the Mandated Person is as follows:

- Undertakes a lead role in all matters where there is a child welfare and protection concern and liaises with relevant agencies including the Designated Liaison Child Safeguarding Officer;
- Provides information and advice on child protection within the client;
- Ensures that child protection policy and procedures are followed;
- Ensures appropriate information is available at the time of referral and that the referral is confirmed in writing;
- Ensures that an individual case record is maintained of the action taken by the organisation, the liaison with other agencies and the outcome;

What is Child Abuse?

Child abuse is complicated and can take different forms, but usually consists of one or more of the following:

Neglect: Where a child's needs for food, warmth, shelter, nurturance and safety are not provided, to the extent that the child suffers significant harm.

Emotional abuse: Where a child's needs for affection, approval and security are not being met and have not been met for some time by their parent or carer.

Physical abuse: Where a child is assaulted or injured in some way that is deliberate.

Induction and Policy Manual

Sexual abuse: Where a child is used for the sexual gratification of an adult.

Please see Appendix 4 for a full exploration of all these categories.

Recognising Child Abuse

Child **neglect** should be suspected in case of:

- Abandonment or desertion
- Children being persistently left alone without adequate care and supervision
- Malnourishment, lacking food, inappropriate food or erratic feeding
- Lack of warmth
- Lack of adequate clothing
- Lack of protection and exposure to danger including moral danger or lack of supervision appropriate to the child's age
- Persistent failure to attend school
- Non-organic failure to thrive i.e. child not gaining weight not alone due to malnutrition but also due to emotional deprivation
- Failure to provide adequate care for the child's medical problems
- Exploited, overworked

Emotional abuse can be defined in reference to the following indices. However, it should be noted that no one indicator is conclusive of emotional abuse

- Rejection
- Lack of praise and encouragement
- Lack of love and comfort
- Lack of attachment
- Fearful of adults or of returning home
- Lack of proper stimulation (e.g. fun and play)
- Lack of continuity of care (e.g. frequent moves)
- Serious over- protectiveness
- Inappropriate non- physical punishment (e.g. locking in bedrooms)
- Family conflicts and /or violence
- Every child who is abused sexually, physically or neglected is also emotionally abused.
- Inappropriate expectations of a child's behaviour-relative to his/her age and stage of development

Physical abuse:

Unsatisfactory explanations or varying explanations for the following events are highly suspicious; see Children's First, for more detail)

- Bruises (non-accidental) in places difficult to mark, e.g. behind the ears, groin.
- Fractures-non accidental
- Swollen joints without medical explanation
- Burns/Scalds, especially cigarette burns

Induction and Policy Manual

- Untreated injuries
- Abrasions/ Lacerations
- Haemorrhages (retinal, subdural)
- Damage to body organs
- Poisoning- repeated (prescribed drugs, alcohol)
- Failure to thrive
- Coma/unconsciousness
- Death

Sexual abuse:

Non- contact sexual abuse:

- offensive sexual remarks
- obscene phone calls
- Exposure of private parts or masturbating in front of a child
- Voyeurism, resulting in sexual gratification

Sexual contact:

- Touching intimate body parts, fondle or masturbate the child, or getting the child to fondle or masturbate the perpetrator. Fondling can be either inside or outside cloths.
- Sexual gratification from rubbing genitals against victim's body or clothing.

Oral-genital sexual abuse:

- Licking, kissing, sucking or biting a child's genitals or inducing the child to do the same to them

Interfemoral sexual abuse:

- "Dry sex" when a Male offender places his penis between the child's thighs.

Penetration:

- Digital: putting fingers in the vagina, anus or both
- Penetration with objects: mouth, vagina, anus
- Genital and or anal penetration

Sexual exploitation

The perpetrator may not have direct contact with the child. Child pornography and child prostitution are examples of two types of sexual exploitation:

- Child pornography includes still photography, videos and movies and child computer generated pornography
- Child prostitution usually refers to adolescents but children as young as four and five have been abused in this way
- Sexual abuse may occur in combination with other abuse.

Induction and Policy Manual

While some of the conditions listed below could have a medical or psychological aetiology, Therapists and staff should be alert to the following physical and behavioural signs where unsatisfactory explanations or varying explanations are given:

- Bleeding from the vagina/anus
- Difficulty/pain in passing urine/faeces
- An infection can occur secondary to sexual abuse, which may or may not be a definitive sexually transmitted infection. Professionals should be informed if a child has a persistent vaginal discharge or has warts/rash in the genital area.
- Noticeable and uncharacteristic change of behaviour
- Hints about sexual activity
- Age-inappropriate understanding of sexual behaviour
- Sexually aggressive behaviour with others
- Uncharacteristic sexual play with peers/toys
- Unusual reluctance to join in normal activities which involve undressing, e.g. games /swimming

Particular behavioural signs and emotional problems suggestive of child abuse in young children 0-10 years:

- Withdrawn, fearful, acting out
- Change in school performance
- Bed wetting, soiling
- Psychosomatic complaints, pains, headache
- Skin disorders
- Nightmares
- School refusal
- Separation anxiety
- Loss of appetite
- Isolation

Particular behavioural signs and emotional problems suggestive of child abuse in young children 10+ years

- Depression, failure to communicate
- Running away
- Drug, alcohol, solvent abuse
- Self-mutilation
- Suicide attempts
- Delinquency
- Truancy
- Eating disorders
- Isolation

All signs /indicators need **Careful Assessment** relative to the child's circumstances (Children First)

Induction and Policy Manual

Reasonable grounds for concern

Child abuse may not always present in a clear identifiable form and those involved with children need to share their concerns with the Designated Liaison Child Safeguarding Officer when they arise. Before acting on concerns it is necessary to consider what is being presented and whether any alternative explanation might exist.

- Are there specific indications from the child that he/she was abused or neglected?
- Is there any other reason why the child or parent might be behaving in a particular way?
- Is there a pattern to this type of occurrence?
- Did the reporter or anyone else see what was happening?
- Is there evidence of an injury or behaviour which is consistent with abuse and unlikely to be caused another way?
- Are there accumulative indications, observed over time, that a child is suffering from emotional or physical neglect?
- Is there an injury or behaviour, which is consistent both with abuse and with an innocent explanation, but where there are collaborative indicators supporting the concerns that it may be a case of abuse? For example, patterns of injuries, implausible or contradictory explanations?
- Could injuries or signs have been caused in another way?

If these questions have been considered and there are reasonable grounds for concerns, it is necessary to take some action (Children First). Tusla staff or Gardai are responsible for detailed assessment and investigation, which will be co-ordinated through the Designated Liaison Child Safeguarding Officer.

Concerns and procedures within the counselling setting:

1. When a client discloses that he/she has perpetrated any of the abuses and neglect described;
2. When a client identifies an abuser-whether or not the child/children are identifiable;
3. When a client discloses, for example that they have access to children who have been placed in care, without the knowledge of Tusla;
4. If a young person describes situations which clearly put them in danger;

The therapist in such an event must refer to the **contract**, inform the client of the necessary procedures, and consult immediately with the Designated Liaison Child Safeguarding Officer. If the therapist suspects or is aware that to do so would place a **child in danger**, then they would inform the Designated Liaison Child Safeguarding Officer, CEO or Gardai at that point.

- **NB** If a client refers to an alleged abuse, either current or retrospective but does not identify an abuser, the therapist would work with that client towards the client consulting with Tusla.
- If a Therapist has a concern, but without firm evidence of abuse or neglect, they can consult Tusla for guidance, without having to disclose client details.
- Under age sexual activity is any sexual activity where one or both persons are under the age of 17 years. However, the age of a child is under 18 years. Sexual activity between 17 and 18 is not illegal though it may well be an abusive relationship. For the purpose of criminal law, the age of consent for sexual intercourse is 17. This means that it is a crime to

Induction and Policy Manual

participate in sexual intercourse with a child or young person under 17. However, this may not constitute sexual abuse. Equally, non-consensual sexual activity with a 17 year old would constitute abuse (Children First). Therapists would be sensitive to the above and would give careful consideration as to whether or not the behaviour could be considered abusive. Their paramount principle would be the best interests of the child /young person. If the behaviour is abusive the FirstLight Child Protection policy would apply.

- Therapists seeking advice concerning child protection issues should firstly refer to the Designated Liaison Child Safeguarding Officer of FirstLight and their personal supervisor.

Procedures when a child discloses child protection concerns

In the event of a child disclosing physical, sexual, emotional abuse or neglect Therapist s/staff need to do the following:

1. Stay calm and listen to what the child is saying;
2. Don't ask leading questions or details, or make suggestions. Let the child know that they are believed, less obvious signs could be gently explored with the child, **without direct questioning**. Play situations such as drawing or story telling may reveal information (Children First).
3. Reassure the child that the alleged abuse or neglect is not their fault, but remind them of the contract where you can't promise to keep a secret;
4. Any reaction to the child should be merely to establish whether there are grounds for reasonably believing that the child is being ill-treated, abused or neglected;
5. Consult immediately with the Designated Liaison Child Safeguarding Officer and inform them of concerns;
6. If they are reluctant to take it further, and the therapist still has concerns, he/she should report it to Tusla department. If it is an emergency and outside Tusla hours, it should be reported to the Gardai. **Under no circumstances should a child be left in a dangerous situation pending Tulsa intervention** (Children First,).
7. Record exactly what the child or adult has said, in their own words, immediately after the conversation. The record must be signed and dated by the person making the report.

A person making a report of suspected child abuse in good faith and without malice is protected by the law.

Making a Report

- Any person at FirstLight who has concerns that a child may be at risk of abuse or neglect should discuss this with the Designated Liaison Child Safeguarding Officer as soon as possible.
- The Designated Liaison Child Safeguarding Officer will assess whether there are sufficient grounds to be concerned that abuse or neglect has occurred.
- Where there are insufficient grounds for concern, the information and the basis of this decision should be recorded on the client's file.
- **The Mandated Person who will be making a report to Tusla should inform the parents/carers unless doing so is likely to put the child in danger. If a decision is taken not to inform parents/carers, the decision and the reason for reaching it should be recorded on the client's file and signed by the mandated person.**

Induction and Policy Manual

- The Mandated Person will discuss the matter with the Duty Social Worker who will decide what steps to take. The social worker may wish to speak directly to the person who either received information about, or witnessed the alleged abuse or neglect.
- If there are reasonable grounds for concern the telephone referral is followed with a written report as soon as possible after the event but not later than the end of the same day of the event. This report is written on the Child Protection and Welfare Reporting Form by the person who has the concerns and it is counter- signed by the mandated person.
- If no appropriate response is received from Tusla the Mandated Person or person who raised the concerns should follow up on the referral by phone and in writing. If there is continued failure to respond to significant concerns, the Mandated Person would raise the matter with a higher level in Tusla.
- In an emergency or the non-availability of Tusla staff the report should be made to the Gardai. This may be done at any Garda station (Children First).

To assist Tusla/Gardaí to assess suspicions or allegations of child abuse as much as possible of the following detail should be given in the **Child Protection and Welfare Reporting Form** or by telephone:

Child Protection and Welfare reporting form

1. Names, addresses and ages of the child and all the children in the family as well as the parents'/carers' names and address;
2. Name and address of the person alleged to be causing harm to the child;
3. A full account of what constitutes the grounds for concern about the welfare and protection of the child or children;
4. Source of any information which is being discussed within Tusla;
5. Dates when the concern arose, or a particular incident occurred;
6. Circumstances in which the concern arose or the incident occurred;
7. Any explanation offered to account for the risk, injury or concern;
8. The child's own statement, if relevant;
9. Any other information regarding difficulties which the family may be experiencing. These may include illness, recent bereavement or separation, financial situation, addiction, disability, mental health problems;
10. Any factors which may be considered supportive or protective of the family. These may include helpful family members, neighbours, useful services or projects with whom they have contact
11. Name of child's or children's school;
12. Name of child and /or family's general practitioner
13. The reporters' own involvement with the child and parents/carers;
14. Details of any action already about the risk or concern
15. Names and addresses of any agencies or key person involved with the parents/carers;
16. Reporters name, address, telephone number, occupation, and relationship with the family (Children First).

Confidentiality

- All information regarding concern or assessment of child abuse should be shared on a "need to know" basis only and in the best interests of a child.
- No undertakings regarding secrecy can be given. Those working with a child and family should make this clear to all parties involved.

Induction and Policy Manual

- **Giving information for the protection of children is not a breach of confidentiality.** Inappropriate sharing of information in relation to a child or family could amount to serious professional misconduct.
- Information which is gathered for one purpose must not be used for another without consulting the person who provided the information (Children First).

Record keeping and retention regarding child protection issues

- Records should be maintained and sent to FirstLight Clinical Director in a timely manner.
- Records should include dates, times, names, location, context and any other relevant information

Working with children after a report has been made

Once a report has been made to Tusla, the Mandated Person and the person who reported concerns need to be aware of the outcome of the referral. **Children First guidelines require the Tusla to keep those who report concerns informed of the likely steps to be taken.** Tusla staff have a responsibility to inform reporters about the outcome of any enquiry or investigation into that reported concern within the normal limits of confidentiality (Children First).

Therapists who are working with children may continue to provide this service if it is not **contraindicated by the social work department**. One reason for ceasing to provide a service would be if there was a risk of contaminating evidence later in court proceedings. It may be also inappropriate to continue to provide therapy if the social worker informs FirstLight that the child is in receipt of therapy elsewhere. In the event of bringing therapy to a close, Therapists should be very sensitive to the child's feelings and interpretation of events.

Safe Recruitment practice

FirstLight are committed to ensuring that all reasonable efforts are made to ensure those who work with children and adults are carefully recruited. Most people who apply to work in this way are well motivated and suitable for the position. FirstLight are also aware that people with a tendency to abuse children can be attracted to this type of work. Therefore, Therapists are interviewed, screened, Garda vetted and have appropriate references and are suitably qualified.

Actions to be taken when an allegation is made against a worker within the organisation

When an allegation of child abuse is made against a member of staff, Therapist or any other person connected with FirstLight, the primary goal is to protect the child while taking care to treat the worker fairly.

Two procedures will follow:

1. The reporting procedure in respect of the child
2. The procedure for dealing with the employee or Therapist

Ideally, both procedures would be carried out by different people within the organisation.

The first priority is to ensure that no child is placed at risk.

Induction and Policy Manual

A therapist/staff in FirstLight who knows or suspects that a child or young person has been or is at risk of being harmed has a duty to convey this concern to the Designated Liaison Child Safeguarding Officer. The Clinical Director at FirstLight should make the employee/therapist etc. aware, in private, of the allegation and the nature of the allegation. The person in question should be given an opportunity to make a response which should be passed on when making a formal report to Tusla (Children First).

Action taken in reporting an allegation of child abuse should be based on an opinion formed reasonably and in good faith. Any report on the alleged abuse should be made on reasonable grounds for concerns as previously described. Child Protection and Welfare procedures for reporting allegations to Tusla should be followed as described.

If the suspected abuser is an employee of FirstLight, the matter should be brought to the attention of the Clinical Director who then refer to Tusla for investigation.

Code of Behaviour for therapists and those engaging with children at FirstLight

FirstLight is committed to providing an environment for children whereby they can bring sensitive issues to a therapeutic setting. Therapists and staff enable this process by:

- Respecting children as individuals, and respecting their right to privacy;
- Working therapeutically with children in a safe, professional and sensitive manner;
- Obtaining consent from both parents (if possible) to work therapeutically with the child and permission to retain notes on the sessions;
- Clarifying that children understand why they are coming to counselling and to help them understand rules about safety;
- Advising parents that while they stay outside the therapeutic room they should remain in the vicinity;
- Adhering to confidentiality in the therapeutic setting yet remaining respectful of parents, who are the child's primary carer. Unless it would place a child at risk, parents should be consulted about the child's progress, for example "John seems to be working through his anger", without giving further information;
- Promoting a safe environment for children which is also appropriate for therapeutic work;
- Understanding that whilst all children need to receive and show affection, that any physical contact is initiated by the child, is safe for both the child and the staff member and is age appropriate;
- Being alert, open to and accepting of the possibility of abuse and neglect;
- Being familiar with the identification of child abuse and neglect, willing to seek guidance immediately if concerned, yet without jumping to conclusions or acting alone.
- Recognising that dealing with child protection can be distressing, knowing one's own limitations in dealing with it and having the awareness to be able to source support, supervision or assistance if necessary.

This policy will be reviewed every 3 years or more frequently if required.

Induction and Policy Manual

Child Collection Policy

FirstLight is committed to ensuring the safety and care of children upon arriving and leaving the service.

The Collection Policy of FirstLight will be achieved by:

- Parents/guardians must collect their child by the agreed collection time. We would ask that the Psychotherapist ask the Parents to give the names, addresses and telephone numbers of at least two other people who are authorised to collect the child. If the parent is late arriving to collect the child, the Psychotherapist will endeavour to contact the parent. In the event of being unable to contact the parent the Psychotherapist will contact the other named persons to collect the child.
- Children will not be released into the care of a person under the age of 16 years or to a person who appears to be incapable of caring for the child. Should this situation arise the Psychotherapist will contact an authorised collector.
- At FirstLight we quite understand that sometimes a parent is unavoidably delayed when coming to collect their child. We will ensure that the child receives a high standard of care in order to cause as little distress as possible. Parents in this situation must contact the Psychotherapist to say that they will be late and arrange what to do. Children are only released from FirstLight to individuals named by the parent.
- Where custody of a child is granted to one parent, we would ask that the parent clarifies the circumstances with FirstLight. This information will remain confidential and will only be made known to the relevant Psychotherapist. If there are any legal documents i.e. custody order, barring order, we would ask the parent to provide FirstLight with a copy to keep on file.

Induction and Policy Manual

Clinical Staff Induction, Training and Support

Staff Induction

All sessional therapists will receive in house training prior to commencing work with FirstLight clients. The Clinical Director will talk them through the policies and procedures of FirstLight and will provide support and advice joining the team. The Clinical Director will monitor how the new therapist is managing the practical aspects of the work and be the 'go to person' should the new psychotherapist need to debrief after a session. The Clinical Director is available for ongoing support to all therapists. This can be in the format of telephone call, email or one to one meetings.

Training/CPD

It is a requirement for all psychotherapists to attend CPD in line with policies outlined by IACP, IAHIP or other associated bodies.

Staff Meeting

A Staff meeting will be held once a year for all staff including sessional therapists. This meeting will be scheduled in advance to take place during a day that most people will be present. Lunch and other light refreshments will be served. This meeting is a requirement for all therapists and staff; failure to attend will cause missed opportunities to meet fellow colleagues and to hear about the progress of the organisation. The annual staff meeting seeks to provide such a space and sessional therapists are asked to reschedule their clients in order to attend these meetings.

Induction and Policy Manual

SESSIONAL THERAPIST NON-DISCLOSURE AGREEMENT

1. General

As an Independent Contractor of Irish Sudden Infant Death Association t/a First Light and in consideration of my engagement with and the remuneration payable to me by Irish Sudden Infant Death Association t/a First Light, I agree to comply with the terms of this Agreement and any instructions, written or oral, and independent contractor policies and procedures issued by Irish Sudden Infant Death Association t/a First Light in relation to the non-disclosure of information concerning Irish Sudden Infant Death Association t/a First Light business.

I will devote my best efforts to furthering the best interests of Irish Sudden Infant Death Association t/a First Light. During my engagement I will not engage in any occupation, business, activity or investment that:

(a) conflicts, either directly or indirectly with Irish Sudden Infant Death Association t/a First Light business interests, including any Irish Sudden Infant Death Association t/a First Light business activity not contemplated by this Agreement;

(b) occupies my attention so as to interfere with the proper and efficient performance of my duties at Irish Sudden Infant Death Association t/a First Light; or

(c) interferes with the independent exercise of my judgment in Irish Sudden Infant Death Association t/a First Light best interests. If I have any query or doubt as to what activities would amount to a breach of this obligation, I will consult with and abide by the direction of my manager at Irish Sudden Infant Death Association t/a First Light before undertaking or engaging in the activity in question.

2. Non-Disclosure

At all times during my engagement and afterwards I will not disclose to anyone outside Irish Sudden Infant Death Association t/a First Light nor use for any purpose other than my work for Irish Sudden Infant Death Association t/a First Light (a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Irish Sudden Infant Death Association t/a First Light, including without limitation, know-how, trade secrets, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programmes, formulas, development or experimental work, work in progress, customers and suppliers, (b) any information Irish Sudden Infant Death Association t/a First Light has received from others which Irish Sudden Infant Death Association t/a First Light is obligated to treat as confidential or proprietary or (c) any confidential or proprietary information which is circulated within Irish Sudden Infant Death Association t/a First Light via internal electronic mail system or otherwise.

I will also not disclose any confidential or proprietary information to anyone inside Irish Sudden Infant Death Association t/a First Light except on a "need-to-know" basis. If I have any questions

Induction and Policy Manual

as to what comprises such confidential or proprietary information or trade secrets, or to whom, if anyone, inside Irish Sudden Infant Death Association t/a First Light it may be disclosed, I will consult with and abide by the direction of my manager at Irish Sudden Infant Death Association t/a First Light before using or disclosing any such information.

3. Third Party Information

I recognise that Irish Sudden Infant Death Association t/a First Light has received and will receive confidential or proprietary information from third parties subject to a duty on Irish Sudden Infant Death Association t/a First Light part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my engagement and afterwards I owe Irish Sudden Infant Death Association t/a First Light and such third parties a duty not to disclose such confidential or proprietary information to anyone except as necessary and to the extent permitted by Irish Sudden Infant Death Association t/a First Light in carrying out my work for Irish Sudden Infant Death Association t/a First Light and consistent with Irish Sudden Infant Death Association t/a First Light agreement with such third party. I will not use such information for the benefit of anyone other than Irish Sudden Infant Death Association t/a First Light or such third party, or in any manner inconsistent with any agreement between Irish Sudden Infant Death Association t/a First Light and such third party of which I am made aware.

4. Prior Employer Information

During my engagement at Irish Sudden Infant Death Association t/a First Light I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of Irish Sudden Infant Death Association t/a First Light any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

5. Return of Materials

At the time I complete my engagement with Irish Sudden Infant Death Association t/a First Light or earlier, if requested, I will return to Irish Sudden Infant Death Association t/a First Light originals and copies of all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information in my possession or under my control. I will also return any keys, pass cards, identification cards or other property belonging to Irish Sudden Infant Death Association t/a First Light.

Induction and Policy Manual

6. Non-Competition

(a) I undertake and agree that while engaged at Irish Sudden Infant Death Association t/a First Light I will not be permitted to apply for vacancies that may exist with our competitors without the prior consent and agreement of both Irish Sudden Infant Death Association t/a First Light and the competitor.

(b) I undertake and agree that while engaged at Irish Sudden Infant Death Association t/a First Light, I will not without the prior written consent of a duly authorised officer of Irish Sudden Infant Death Association t/a First Light accept employment, engage in activities directly or indirectly competitive with the business of Irish Sudden Infant Death Association t/a First Light (as defined in paragraph 1 above) or with the actual or demonstrably anticipated research or development of Irish Sudden Infant Death Association t/a First Light as of my termination date. I further undertake and agree that while engaged at Irish Sudden Infant Death Association t/a First Light, I will not, without the prior written consent of a duly authorised officer of Irish Sudden Infant Death Association t/a First Light, use or permit others to use business resources or equipment belonging to Irish Sudden Infant Death Association t/a First Light for any purpose whatsoever other than for the proper and efficient performance of my work for Irish Sudden Infant Death Association t/a First Light.

7. Non-Solicitation

I undertake and agree that while engaged at Irish Sudden Infant Death Association t/a First Light and for a period of one year from the termination of my engagement I will not, without the prior written consent of a duly authorised officer of Irish Sudden Infant Death Association t/a First Light, induce or attempt to influence directly or indirectly any employee of Irish Sudden Infant Death Association t/a First Light to terminate his employment with Irish Sudden Infant Death Association t/a First Light or to work for me or any other person or entity.

8. Personal Property

I agree that Irish Sudden Infant Death Association t/a First Light will not be responsible for loss of, disappearance, or damage to personal property on Irish Sudden Infant Death Association t/a First Light premises, or if applicable, on residential premises subsidised by Irish Sudden Infant Death Association t/a First Light (including apartments or temporary housing). I agree to release, discharge, and hold Irish Sudden Infant Death Association t/a First Light harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

Induction and Policy Manual

9. Remedies

I acknowledge that any violation of this Agreement by me will cause irreparable injury to Irish Sudden Infant Death Association t/a First Light and Irish Sudden Infant Death Association t/a First Light shall be entitled to the appropriate equitable relief in court, including but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions. If court proceedings are required to enforce any provision of this agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation including party and party costs and expenses.

10. Term of Engagement

I acknowledge that the provisions of this Agreement shall not in any way affect my right or the right of Irish Sudden Infant Death Association t/a First Light to terminate my engagement with Irish Sudden Infant Death Association t/a First Light at any time in the manner permitted by the independent contract or in any other manner permitted by law.

11. Reimbursement

I hereby authorise Irish Sudden Infant Death Association t/a First Light to deduct from any monies due to me from Irish Sudden Infant Death Association t/a First Light at or following the time of termination of my engagement (including but not limited to any salary, bonus, commissions, expenses or refunds) any amounts which I owe to Irish Sudden Infant Death Association t/a First Light.

12. Entire Agreement

I agree that this Agreement shall be governed for all purposes by Irish law and that venue for any action arising out of this Agreement shall be properly laid in the courts of the Republic of Ireland. If any provision of this Agreement is void or is so declared by a court of competent jurisdiction such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The terms and conditions of this Agreement shall survive termination of my independent contract.

13. Captions

I agree that the captions are for ease of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

Induction and Policy Manual

I HAVE READ AND FULLY UNDERSTOOD THIS AGREEMENT

I have signed my name this ____ day of _____, 20__.

Independent Contractor Signature: _____

Independent Contractor Name: <Employee Name>

Witness Signature: _____ Irish Sudden Infant

Death Association t/a First Light

Induction and Policy Manual

INDEPENDENT CONTRACTOR'S AGREEMENT

Agreement made on <DATE>

Between

Irish Sudden Infant Death Association t/a First Light having its registered office at;

Carmichael Centre,
4 North Brunswick Street,
Dublin 7.

(Hereafter to be referred to as 'The Company')

And

The Independent Contractor: <NAME>

Of

<ADDRESS>,
<ADDRESS>,
<ADDRESS>.

Induction and Policy Manual

Independent Contractor's Agreement

The following are The Company's terms and conditions for the provision of Services by the Independent Contractor. Work will be given to The Independent Contractor by the Company on a single service basis when such work is available, at the discretion of the Company, subject to these terms and conditions:

1. Liability

The Independent Contractor shall not be an employee of The Company and as such shall be responsible for his/her own income tax, social welfare contributions and any other levies required by law to be paid by him/her and no responsibility shall lie with the Company in this regard.

2. Services

The Independent Contractor shall comply with all legal and statutory requirements in relation to the provision of the services herein and shall hold all licenses required by law for the provision of the said services. In addition, the Independent Contractor will be Garda vetted to work for The Company, will be a fully accredited member of a Regulatory Body approved by The Company and will have Professional Indemnity cover in an amount and from an insurer approved by The Company; all of the foregoing requirements will be current for the duration of the performance of Work given to the Independent Contractor by The Company.

3. Indemnity

The Independent Contractor shall be required to indemnify The Company against any claims made against it in respect of this Agreement and with regard to the provisions of paragraphs 1 to 2 above shall further indemnify The Company in respect of any damage, loss or injury occurring to any property, or any person in consequence of the performance by The Independent Contractor, his servants or agents of his duties under this Agreement and shall reimburse The Company in respect of any such damage, loss or injury caused to its property or its employees.

Both parties acknowledge and understand their respective duties of care in respect of the Safety, Health and Welfare at Work Act 2005.

4. Obligations

The Independent Contractor shall ensure that he/she shall carry out his/her obligations under this Agreement with The Company to a satisfactory standard and will be on good behaviour and comply with all statutory provisions and Company rules and requirements in carrying out work hereunder.

5. Assignment

The Independent Contractor shall not sign, transfer or sub-contract this Agreement or any portion thereof without the prior consent in writing of the Company. The Company shall not be

Induction and Policy Manual

bound to give such consent and may withhold same without giving any reason therefore or may grant such consent subject to the terms and conditions as The Company may at its absolute discretion see fit. If The Company agrees to The Independent Contractor signing, transferring or subcontracting this Agreement or any part thereof, The Independent Contractor shall, unless otherwise notified by The Company, continue to be responsible for the conduct and performance of any such consignee, transferee or sub-contractor appointed by The Independent Contractor, and the terms and conditions set out herein shall continue to apply between The Company and The Independent Contractor, as if The Independent Contractor had him or her-self completed this Agreement.

Where The Independent Contractor is permitted to use other persons in the performance of work under this Agreement, he/she shall ensure that such persons are suitably qualified, instructed and trained to do the work required, shall furnish documentation to The Company confirming that they are in compliance with the requirements set out in Section 2, and such persons shall at all times be employees of The Independent Contractor and as such The Independent Contractor shall be responsible for their wages, income tax, social welfare contributions and any other levies required by law to be paid by an employer in respect of such persons and shall make all appropriate deductions from their wages in respect of same. No responsibility shall lie with The Company in this regard.

6. The Independent Contractor shall not bind The Company nor pledge the credit of the Company at any time, or conduct nor represent himself as an employee of The Company.
7. All information relating to the nature of the services, the affairs of The Company or any of its customers or clients shall be strictly confidential as between The Company and The Independent Contractor and The Independent Contractor shall not during the term of this Agreement or at any time thereafter publish or otherwise disclose information except in the performance of his duties under this Agreement (save for audit or tax purposes).

8. Non-Solicitation

The Independent Contractor shall not during the terms of this Agreement or for a period of 12 months after the termination thereof directly or indirectly and whether on his/her own behalf of any other business concern, person, partnership, firm, company, or other body, which is wholly or partly in competition with any business carried on by The Company:

- A) Canvass, solicit or approach or cause to be canvassed or solicited or approached for others in respect of any service provided by The Company, any person/persons, company or body corporate who or which at any time during the period of The Independent Contractor's Agreement herein have been in the habit of dealing under agreement with The Company and with whom The Independent Contractor shall have dealt. As part of this The Independent Contractor may not work with any of The Company's clients or sub-clients directly nor may The Independent Contractor work with any of The Company's clients or sub-clients via an organisation in competition with The Company.
- B) Canvassing of or marketing of an Independent Contractor's credentials will not be tolerated by The Company. We reserve the right to end all association with the contractor should this be the case.

Induction and Policy Manual

9. Return of Property

Upon termination of this Agreement, for whatever reason, The Independent Contractor will be required to return without delay to The Company all its property of every nature and description including but not limited to personal computers, software, manuals, identity cards, tools, equipment and all other items belonging to or issued to you by or on behalf of The Company in the course of or in connection with your work. In the event of failure to return any of this property, The Company shall be entitled to deduct from your remuneration any monies owed by you to The Company, including but not limited to the above.

10. This Agreement supersedes any and all agreements and arrangements concluded between The Company and The Independent Contractor heretofore which are hereby terminated by mutual consent and without further obligation on the part of The Company. The terms and conditions herein comprise the entire agreement between the parties and override any terms and conditions stipulated or referred to by The Independent Contractor in any circumstances. Any agreed subsequent alteration to the terms and conditions of this Agreement shall be in writing signed by the parties hereto and shall form part of this Agreement.

11. Failure to Perform

The Independent Contractor will indemnify The Company against any loss, damage or expense arising out of The Independent Contractor's failure to perform any of his duties or responsibilities under this Agreement.

12. Data Protection

All information concerning the client which is personal or sensitive data and which is processed by the Company for the purposes of data protection legislation for the time being in force shall be processed only in accordance with such legislation. The Independent Contractor shall procure that the client consents to the Company processing such data for personal, management and administration purposes. The Independent Contractor agrees to assist the Company in keeping personal data relevant and up to date by informing the Company of any changes to any personal data it holds about the client as soon as possible. Furthermore, all notes relating to the client will be saved to our confidential server and password protected. Upon closure with the client, the independent contractor will not retain any notes once they have been "pdfed" and sent to the office. Following this, the Independent Contractor will delete all information from their laptop or computer device pertaining to this client.

13. Termination

This agreement may be terminated by either party giving to the other, one months' notice in writing, such notice to be delivered to the last known business address of the other party.

The following are examples of events, which may result in the termination of this Agreement:

Induction and Policy Manual

- A) The Independent Contractor not performing their obligations as part of an assignment for any reason and for any period during the currency of this Agreement without notifying The Company in advance.
- B) With or without notice, The Independent Contractor not performing any services reasonably requested by The Company in respect of an assignment.
- C) If The Independent Contractor is guilty of gross misconduct or commits any serious or (after written warning) repeated or continual material breach of his/her obligations to The Company.
- D) If The Independent Contractor is convicted of or has a conviction for any criminal offence which involves dishonesty or which The Company reasonably considers is incompatible with the engagement.
- E) If The Independent Contractor fails in the reasonable opinion of The Company to perform his/her duties to a satisfactory standard.
- F) If The Independent Contractor acts in a way which is materially averse to the interests of The Company.
- G) The Independent Contractor is declared bankrupt or makes any arrangement with or for the benefit of his creditors.
- H) The Independent Contractor makes a resolution for its' winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or a winding up order is made or a receiver is appointed in relation to the Independent Contractor.
- I) The Independent Contractor is incapacitated (including by reason of prolonged illness or accident) from providing the Services or becomes of unsound mind.

The rights of the Company under clause 13 are without prejudice to any other rights that it might have at law to terminate the engagement or to accept any breach of this agreement on the part of the Independent Contractor as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

If following the ending of this contract as a result of any of the events referred to above, The Independent Contractor performs services at the behest of The Company, then it is agreed that such services shall be governed by a new Contract/Agreement.

14. Payment

The Independent Contractor shall be paid an hourly rate as agreed by the Company from time to time provided that the contractor properly invoices the Company in accordance with the Company's procedures. For example, invoices must be submitted by the 20th of each month via email to mags@firstlight.ie and reflect the hours worked for the previous month. Please refer to Appendix 5 for sample copy of the invoice. The invoice will then be processed and your money will be paid directly into your bank account.

Induction and Policy Manual

Any expenses incurred and invoiced to the Company by the Independent Contractor shall be supported by proof of the expense and no additional expenses will be paid by the company to the Independent Contractor.

The invoice is to comply with all legal requirements. The Company reserves the right to allocate work to The Independent Contractor at its discretion.

The Independent Contractor shall have responsibility for:

- The provision of Bereavement Counselling Services for Irish Sudden Infant Death Association t/a First Light.

This Agreement will continue pending the availability of work/requirement for the above-mentioned activities to be completed.

For the avoidance of doubt these terms do not give rise to a Contract of Employment between The Company and The Independent Contractor. For the avoidance of doubt nothing in this Agreement requires The Company to offer or provide The Independent Contractor with any assignment of work of a particular kind or at all or creates any obligation on The Independent Contractor to perform any work or accept any assignment.

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Courts of Ireland shall have sole jurisdiction in any proceedings between the parties hereto.

Signed for and on behalf of The Company

Signed: _____

Date: _____

Signed for and on behalf of The Independent Contractor

Signed: _____

Date: _____

In the presence of: _____

Induction and Policy Manual

IACP Code of Ethics and Practice for IACP Practitioners

This Code of Ethics is designed to serve us in the interests of our profession. It seeks to protect our clients and ourselves. While this code cannot address all ethical and practice-related issues, it aims to provide a framework within which the optimum level of good practice will be maintained and offers us a moral compass to guide our work and serves to protect our professional standing.

Counselling and psychotherapy are professional, relational activities involving IACP members hereafter called IACP practitioners) and their clients. The IACP practitioner offers an impartial, professional helping relationship which respects the client's autonomy and personal values.

IACP practitioners recognise the importance of confidentiality in establishing such a relationship. Counselling and psychotherapy are formal activities involving an agreed contract. To maintain their effectiveness, IACP practitioners must review their work regularly with a supervisor, and continuously monitor and develop their practice.

In joining the Association, IACP members agree to fully comply with the provisions of the Code of Ethics and Practice in relation to their work as Therapists and psychotherapists. In so doing, they agree, as IACP practitioners, to behave in an ethical manner in accordance with the code of ethics and practice. Practitioners are required to constantly examine ethical aspects of their work. In situations where ethical decisions are complex, and when different ethical principles and values come into conflict, the best decision comes from a systematic and critical consideration of the issue.

Like all citizens, IACP practitioners are subject to the Law of the Land, and their practice must conform to that law. The IACP code of ethics and practice adheres to the law of the land in so far as these laws are in line with natural justice.

The code of Ethics and practice for Therapists and psychotherapists provides a guiding framework, and an agreed commitment to best ethical practice and accountability. Its underpinning principles include:

- a) **Autonomy:** Respect for the autonomy and freedom of choice of each client and each practitioner
- b) **Beneficence:** A commitment to the welfare and well-being of each client.
- c) **Non- Malfesance:** A duty to avoid harm to any client.
- d) **Justice:** An adherence to justice, honesty and fairness in the treatment of each client.
- e) **Care:** The professional care of clients and colleagues, and an obligation to practitioner self-care

These five principles inform and shape the core values of:

- Respect for the rights and dignity of the client
- Professional responsibility
- Competence
- Integrity

Practitioners honour and promote the fundamental rights, dignity and worth of clients. They respect clients' rights to privacy, confidentiality, self-determination and autonomy, in so far as these are consistent with the practitioner's other professional obligations, and with the law.

Induction and Policy Manual

More specifically, practitioners shall:

1.1 General Respect

- a) Have sensible regard for clients' beliefs and values. Strive to foster their health, safety, integrity, well-being and rights of others.
- b) Not allow their service to clients to be diminished by factors such as age, class, culture, disability, education, ethnicity, gender, party politics, race, religion, sexual orientation, or social standing.
- c) Work in ways which promote clients' personal autonomy, freedom of choice and self-direction

1.2 Privacy and Confidentiality

- a) Ensure that the setting for sessions is appropriately private.
- b) Treat in confidence information about clients, whether obtained directly or indirectly or by inference. Such information includes any details of the client's life and circumstances which might make the client identifiable to others.
- c) Ensure that information which may lead to the identification of clients is not transmitted through overlapping networks of confidential relationships.
- d) Comply with any legal requirements concerning their work and where necessary inform clients of the legal responsibilities in so far as it may affect them. Practitioners have a responsibility to inform their clients in relation to the limits of confidentiality, including statutory reporting obligations with regard to child protection issues. Practitioners discuss the limits of confidentiality with the client at the time of initial contracting.
- e) Break confidentiality only where required by law, or where there are grounds for believing that clients will cause harm to themselves or others. Where feasible practitioners shall endeavour to obtain the client's consent, where the client is able to give that consent. Practitioners engage in a process of consultation, as appropriate, with their clinical supervisor, local duty social worker, in advance of any such disclosure. At all times practitioners take responsibility to a process of action that ensures the safety of those at risk. Within this process, practitioners minimise any breach of confidentiality by conveying only that information which is necessary and only to relevant persons.
- f) Inform the client about the implications for confidentiality in relation to clinical supervision.
- g) In supervision and consultation about clients, where possible refrain from revealing information that identifies the client.
- h) Store, handle, transfer and dispose of all records including written electronic audio and video in a way that safeguards the client's right to privacy.
- i) If requested, Inform the client of the length of time records are held.
- j) Acknowledge and respect client's rights to access their notes and records.

1.3 Informed Consent and Freedom of Consent

- a) Ensure that the client consents to participate at all stages of the therapeutic process and respect the client's right to discontinue at any time.
- b) Provide opportunity during the course of the therapeutic relationship for a review of the contract
- c) Not normally act on behalf of their clients. If they do, they shall ensure that the consent is obtained in advance of any proposed action.

Induction and Policy Manual

- d) Where the client is concurrently engaged in another professional helping relationship, obtain the client's permission (preferably in writing) before conferring with the other professional if such conferring is necessary in the interests of the client and of good practice.
- e) Practitioners should make clear whether they provide reports and the type of reports they provide. When requested to provide reports to third parties on behalf of a client. Practitioners must first obtain the permission of their client and the report must be accurate and honest. On request the client must be supplied with a copy of the report.
- f) Obtain the client's consent before making audio or video recordings of sessions, making him or her aware of the purpose, storage and disposal of same.
- g) Obtain in advance the client's consent to attendance at sessions by third parties
- h) Ensure that identities are carefully disguised and obtain consent when publishing research or case studies concerning clients or supervisees,
- i) Obtain written permission from both parents /legal guardians before commencing therapy with a minor. If it is not possible to obtain written permission from both parents / legal guardians, then written permission must be obtained from at least one parent / legal guardian prior to the commencement of therapy.

2. Professional Responsibility

Practitioners have a responsibility to know, understand and abide by the IACP code of ethics and practice. They are aware of their professional responsibilities, and at all times take action to fulfil these responsibilities.

More specifically, practitioners shall

2.1 Professional and Ethical Awareness

- a) Accept the requirement to understand and work within the provisions of this code of ethics and practice.
- b) Accept the requirement to maintain continuing professional development and regular ongoing supervision.
- c) Accept the requirement to keep their skills and knowledge up to date with best practice.
- d) Accept the requirement to be aware of applicable legal, ethical, professional and organizational standards and practices.

2.2 Self-Care

- a) Take responsibility to protect and monitor their own physical, emotional, mental and psychological wellbeing at a level that enables them to work effectively with their clients.

This active self-care includes:

- Taking precautions to protect their own physical safety
- Monitoring their own psychological and physical health
- Seeking professional support and services as the need arises
- Keeping a healthy balance between work and other aspects of life

- b) Monitor themselves for signs of impairment from their own physical, mental, or emotional problems. Practitioners refrain from offering or providing professional services when their professional functioning is impaired due to personal or emotional

Induction and Policy Manual

difficulties including illness, bereavement, trauma, alcohol or drug misuse or dependency, or any other significant distress.

c) Take responsibility to seek appropriate professional assistance for problems that reach the level of professional impairment, Practitioners also take responsibility to inform and consult with their supervisor in relation to such issues, and when necessary, for the safety of their clients, and their own wellbeing, limit, suspend or terminate their professional responsibilities until it is determined with their supervisor that they may safely resume their work.

d) Provide consultation and assistance when warranted with colleagues showing signs of professional impairment and intervene as appropriate to prevent imminent harm to clients.

2.3 Appropriate therapeutic relationships with clients

a) Take responsibility for the setting and monitoring of appropriate, boundaries within the practitioner/client relationship, making these explicit to the client.

b) Take responsibility for making a clear contract with the client to include issues such as availability, fees, and cancelled appointments. Practitioners ensure that the contract is agreed, if feasible, before work commences. Any subsequent revisions of the contract shall be agreed with the client before they take effect.

c) Take responsibility to be aware of the power differential in their work with clients, and take care not to exploit or abuse their power.

d) Take responsibility not to exploit their clients financially or engage with their clients sexually or in any other inappropriately exploitative manner. Practitioners must be aware of their own needs and must not abuse their clients in meeting those needs.

2.4 Record Keeping & Continuity of Care

a) Maintain and safely store records appropriately.

b) Take responsibility to securely dispose of records in an appropriate timeframe after the termination of therapy.

c) In the event of a practitioner needing to discontinue services, give reasonable notice when possible, and ensure continuity of care where possible.

d) Refer clients to other appropriately qualified practitioners or to other professionals when it is appropriate to do so.

e) Where possible make suitable arrangements for the responsible care of clients and the management of records in the event of the practitioner's ill-health, retirement and termination of practice. Practitioners need to have in place a procedure that would protect their clients in the event of their death while still practicing or a sudden illness which would prevent them from practicing.

2.5 Relationships with other professionals

a) Take responsibility to behave in professional activities in such a way as not to undermine public confidence in the profession.

b) Take responsibility for the honest and accurate representation of their experience, qualifications and the services they provide.

c) Take responsibility to comply with statutory law, finance and tax regulations in relation to their professional practice.

d) Respect different orientations and schools of therapy.

Induction and Policy Manual

- e) Foster appropriate inter-disciplinary relationships with other professionals when in the service of their clients.

3. Competence

Practitioners strive to ensure and maintain high standards of competence in their work. They take responsibility to be aware of the limits of their own competency and to recognize the boundaries of their competence and limitations to their expertise.

More specifically, Practitioners shall:

3.1 Competence and education

- a) Be competent to deliver the services being offered and carry out only those professional activities for which they have established their competence to practice
- b) Have completed a recognized training and achieved a level of competence before commencing practice. When providing services, practitioners use techniques, procedures, and modalities that are grounded in research and theory. They practice only within the boundaries of their competence, based on their education, training and supervised professional experience.
- c) Not use techniques/procedures/ modalities when substantial evidence suggests that these may be harmful, even if such services are requested.
- d) Practice in areas new to them only after appropriate education, training, and supervised experience. While developing skills in the new speciality areas, Practitioners take steps to ensure the competence of their work and protect others from possible harm.
- e) Avoid engaging or continuing in therapeutic relationships if lacking the competence to be of professional assistance to such clients. It is an indication of the competence of practitioners that they recognise their lack of training or experience and make appropriate referrals.
- f) Continually monitor their effectiveness as professionals and take steps to develop this where necessary. Practitioners engage in adequate clinical supervision and consultative support to evaluate and ensure their efficacy. The volume of supervision should be in proportion to the volume of therapeutic work undertaken, as required by the IACP membership guidelines.
- g) Recognise that it is unethical for practitioners to practice without regular clinical supervision.

3.2 On-line Competency

- a) Adhere to the ethical principles and values set out in this code of ethics whether working online, electronically, face to face or using any other methods of communication, in delivering services to a professional standard.
- b) Be aware of potential risks and take precautions to protect and safeguard the online therapeutic process.
- c) Undertake training to develop the necessary skills and knowledge with regards to the technical, ethical, and legal considerations when engaging in distance therapeutic encounters using on line technology, and/or social media.

Induction and Policy Manual

4. Integrity

In all professional activities, Practitioners, must accept the importance of behaving with integrity, honesty, fairness and respect for others. More specifically, practitioners shall:

4.1 Honesty and Accuracy

- a) Ensure that they accurately represent their education, training, experience and Association membership status in all spoken, written or printed communications.
- b) Avoid misrepresentation or exaggeration about therapeutic competency and expertise in the services offered.
- c) Avoid offering clients a false or unreasonable expectation of therapy.

4.2 Conflict of Interests and Exploitation

- a) Be acutely aware of the power dynamics of the Practitioner/Client relationship and shall not exploit clients in any way.
- b) Be aware of existing power imbalances in engaging with a former client in any other relationship after the conclusion of a therapeutic relationship. It is recommended that practitioners refrain from engaging with former clients in any sexual relationship.
- c) Understand the problematic nature of dual relationships (for example, with students, business associates, employees or clients), and recognise that it is not always possible to avoid them (e.g. when offering services in a small community, or engaging in training). Where possible, practitioners avoid such relationships; where it is not possible then take appropriate steps to safeguard the interests of those involved.
- d) Where possible avoid conflicts of interest that may affect the relationship with the client; where it is not possible, make these conflicts of interest explicit to the client.
- e) Seek supervision and /or consultative support on all issues relating to conflict of interests.

4.3 Resolving Dilemmas

- a) Use critically reflective procedures and resources of support, particularly supervision, in making ethical decisions and resolving ethical dilemmas.
- b) Take an active role in resolving conflicts of interest between themselves and third parties where there are implications for the client.
- c) Be accountable for, and be ready to explain the premise underpinning their thinking and decision making in addressing such dilemmas.

4.4 Breaches of Code of Ethics and Practice

- a) Take responsibility to work within the guidelines of this code of ethics and practice.

When breaches of the code occur, the following procedures might follow:

- Address privately with a colleague if that colleague appears to be engaging in a breach of the code of ethics.
- Address and process such breaches with your supervisor with a view to a resolution.

Induction and Policy Manual

- Breaches may be brought confidentially and without malice to the attention of the IACP Complaints Committee. (Ref: IACP complaints procedure)

Induction and Policy Manual

IAHIP Code of Ethics and Practice for IAHIP Practitioners

1.0. Introduction

1.1 The purpose of this Code is to establish and maintain standards for psychotherapists who are accredited members of the Irish Association of Humanistic and Integrative Psychotherapy Limited (IAHIP), and to inform and protect members of the public seeking and using their services. Pre-accredited associates consent to be governed by this Code of Ethics and Practice of IAHIP. Student Associates and Affiliates agree to abide by this Code.

1.2 Members (and other categories described in 1.1 above) accept a common code of reference within which to manage their responsibilities to clients, colleagues and the wider community. Whilst this Code cannot resolve all ethical and practical related issues, it aims to provide a framework for addressing ethical issues and to encourage optimum levels of practice. Psychotherapists will need to judge which parts of this Code apply to particular situations. They may have to decide between conflicting responsibilities.

1.3 The term 'client' refers, but not exclusively, to recipients of individual, couple or group psychotherapy. The terms 'therapy' and 'psychotherapy' are interchangeable as are the terms 'therapist' and 'psychotherapist'.

1.4 If requested by a client a psychotherapist will provide information about the Code of Ethics and Practice of IAHIP.

2.0. The Nature of Humanistic and Integrative Psychotherapy

2.1 Humanistic and Integrative Psychotherapy emphasises that persons are self-regulating, self-actualising and self-transcendent beings, responsible for themselves; and whilst recognising the tragic dimensions of human existence, it emphasises the ability of persons to go beyond themselves and realise their nature more fully.

2.2 Its focus, then, is on individuals as organisms seeking to attain integration in the wholeness of body, feelings, intellect, psyche and spirit, and in relation to other people.

2.3 Since Humanistic and Integrative Psychotherapy is based on a phenomenological view of reality its emphasis is on experience, and the nature of the therapeutic relationship is seen as meaningful contact between persons.

2.4 Humanistic and Integrative Psychotherapy acknowledges the validity of a variety of approaches to the individual. While accepting the contribution of many approaches, it is concerned with discovering and working with the essential elements of the functioning individual as these are understood and made sense of in a humanistic perspective.

Induction and Policy Manual

It is open to the exploration of the inter-relationship and inter-connection of theory and method in two or more approaches and may employ these as is judged appropriate, or it may attempt to integrate these as one organised and coherent approach.

2.5 The overall aim of humanistic and integrative psychotherapy is to provide an opportunity for the client to work towards living in a more satisfying and resourceful way. The term psychotherapy includes work with individuals and groups of people and the objectives of the work will vary according to the client's needs. Psychotherapy may be concerned with developmental issues, developing personal insight and knowledge, working through feelings of inner conflict or improving relationships with others. The role of psychotherapy is to facilitate the client's work in ways which respect the client's values, personal resources and capacity for self-determination. The aim is to empower clients and encourage them to take control of their lives.

2.6 Only when both the therapist and the recipient explicitly agree to enter into a therapy relationship does it become 'psychotherapy'.

2.7 Psychotherapy is a non-exploitative activity. Its basic values are integrity, impartiality and respect.

3.0. Issues of Responsibility

3.1 The terms on which psychotherapy is being offered should be made clear to clients before the work commences. It is the client's choice whether or not to participate in psychotherapy. Reasonable steps should be taken in the course of the psychotherapy relationship to ensure the client is given the opportunity to review the terms and the process of psychotherapy.

3.2 Psychotherapists should be sensitive to clients' rights where capacity to give valid consent may be restricted or impaired, as in the case of children, people with learning disability, people experiencing mental illness, those in institutional care or in a place of detention. As far as possible psychotherapists must ensure that clients are attending psychotherapy of their own volition.

In the case of consent being required from other parties (guardians etc.) the granting or withholding of such consent should be recorded by the psychotherapist.

If a psychotherapist wishes to obtain or issue a report relevant to the client, consent from client and other parties (guardians etc.) should also be sought and recorded. (See also Section 6.)

3.3 The psychotherapist-client relationship is the foremost ethical concern, but it does not exist in social isolation. For this reason, psychotherapists' responsibilities to the client, to

Induction and Policy Manual

themselves, to colleagues and to members of the wider community are implicit in the following sections. IAHIP may represent the social and political concerns of its members and the manner in which social issues may impact upon clients and wider culture.

3.4 Psychotherapists are responsible for working in ways which promote clients' control over their own lives and respect clients' ability to make decisions and change in the light of their own beliefs and values.

3.5 Psychotherapists are responsible for setting and monitoring boundaries of the psychotherapy relationship and making this explicit to the client. While their psychotherapy relationship exists no other relationship is appropriate. Where contact with clients outside the therapy appointment is unavoidable, extreme care must be taken not to exploit the client in any way.

3.6 Psychotherapists must not exploit their clients either financially, sexually, emotionally or in any other way.

3.7 Clients should be offered privacy for psychotherapy sessions. Clients should not be observed or overheard by anyone other than their psychotherapists without having given informed consent. This also applies to audio/video taping of sessions.

3.8 Psychotherapists should take all reasonable steps to ensure that clients suffer neither physical nor psychological harm during psychotherapy.

3.9 After satisfactory closure of the psychotherapy contract, the psychotherapist would still enjoy a privileged position in any other relationship with a former client.

Psychotherapists should not enter into a significant relationship with a former client unless there is a lapse of a considerable period of time after the ending of the psychotherapy. It is further recommended that each party consult with independent advisors.

The integrity of the psychotherapist is central in maintaining and respecting professional standards in any relationship following the agreed closure of the psychotherapy contract.

4.0. Advertising Psychotherapy

4.1 Any publicity material and all written and oral information should reflect accurately the nature of the service on offer, and the training, qualifications and relevant experience of the psychotherapist.

4.2 When announcing psychotherapy services, psychotherapists should limit the information to: name, relevant qualifications, address, telephone number, hours available and a

Induction and Policy Manual

description of the services offered. They should refrain from making exaggerated or unverifiable claims for the effectiveness of their methods and from advertising services in a way likely to encourage unrealistic expectations. All such announcements should be accurate in every particular.

4.3 Pre-accredited associates, student associates and affiliates may not represent themselves as accredited members of IAHIP, nor use the letters IAHIP as part of their advertising material or stationery.

4.4 Psychotherapists should not display an affiliation with an organisation in a manner which falsely implies the sponsorship or verification of that organisation.

5.0. Contracting

5.1 Clear contracting enhances and shows respect for the client's autonomy.

5.2 Psychotherapists are responsible for informing the prospective client of the approaches and methods offered.

5.3 Psychotherapists are responsible for communicating promptly the terms on which psychotherapy is being offered, including availability, their expectations of clients regarding fees, cancelled appointments and any other significant matters.

5.4 Where there appears to be a conflict of interest likely, psychotherapists are expected to make explicit to clients and/or an employing organisation, the nature of their position. An appropriate solution should be sought.

5.5 At the client's request, information should be given about records kept, access to these records, their availability to other people and the degree of security with which they are kept.

5.6 Where necessary therapists are responsible for the secure transit, storage, retrieval and disposal of records both written and electronic.

5.7 Psychotherapists have a responsibility to establish with clients whether they are currently attending any other therapeutic, medical or helping professionals. Psychotherapists should gain the client's permission before conferring with other professional workers. This may involve a decision on the part of the therapist whether or not to engage in work with the client.

Induction and Policy Manual

6.0. Confidentiality

6.1 Psychotherapists are responsible for indicating clearly the limitations on confidentiality offered.

6.2 As a general principle, confidential information given to a psychotherapist by a client is the property of the client and should not be divulged to others except in the following circumstances:

- When working in a multi-discipline team where information is shared.
- In supervision, consultation, or for teaching purposes where the client's identity is protected. Care must be taken to ensure that personally identifiable information is not transmitted through any overlapping networks of confidential relationship. For this reason, it is good practice to avoid identifying specific clients during psychotherapy supervision or consultative support and other consultations, unless there are sound reasons for doing so.
- In transfers and referrals, mutually agreed with the client, information may be shared, with the client's permission.
- When a report is requested by others e.g. doctors, probation officers, courts, etc., a mutual agreement is sought with the client and a signed consent is obtained. (See also Section 7.)
- When a video or audio tape is made, a signed consent is obtained from the client specifying the agreed audience, e.g. public, trainees, other professionals etc. and when the tape will be erased.
- Where clear evidence that serious harm to the client or others is likely, and there is a belief that this can be averted by such action. Prior consent should be obtained from clients unless there is good reason for believing they are no longer able to take responsibility for their own actions.

6.3 It is the responsibility of the psychotherapist to ensure that where consent is sought, it is valid and freely given. Verbal or signed consent is valid when dialogue has occurred that helps clients understand the nature of the consent and their choices.

6.4 Special care is required when writing about specific psychotherapeutic situations for case studies, reports or publications. It is important that clients' valid consent is obtained or that their identity is effectively disguised.

Induction and Policy Manual

6.5 Every possible care should be taken to protect the rights of children in situations where a psychotherapist has knowledge or suspicion that a child is being abused or is at risk of abuse.

Where a client reports sexual abuse as presently occurring, then the safety of the child must take priority and the steps outlined in the current Child Abuse Guidelines, as issued by the Department of Health, should be followed.

In circumstances where a therapist questions the appropriateness of reporting current abuse of a child, legal advice should be sought and the outcome recorded.

Psychotherapists have a responsibility to inform themselves of current statutory obligations (and any changes therein) in child protection legislation. Attention is drawn to: The Children Act, 1908; the Child Abuse Guidelines issued by the Department of Health (Revised Edition, July 1987); The Childcare Act, 1991.

6.6 Whenever possible, the decision to break the confidentiality agreed between a psychotherapist and the client should be made only after consultation with a psychotherapy supervisor or an experienced psychotherapist. Therapists have an obligation to keep up to date on legal and social issues.

6.7 Agreements about confidentiality continue after the client's death, unless there are overriding legal or ethical reasons.

6.8 Where it is deemed desirable to break confidentiality, the minimum necessary information should be revealed, and to as few people as possible. The aim is to enable clients to resume taking responsibility for their actions.

7.0. Confidentiality and the Legal Process

7.1 Sometimes there is a legal duty to reveal client information. (Such duty usually arises out of an instruction by a court.)

7.2 Psychotherapists should seek legal advice and contact IAHIP if they are in any doubt about legal rights and obligations, before acting in ways which conflict with their agreement with clients who are directly affected.

8.0. Competence

8.1 Psychotherapists should actively monitor the limits of their own competence through therapy supervision and/or consultative support.

8.2 Psychotherapists should not practise when their professional judgement is impaired by excessive stress caused by factors such as drugs, alcohol, illness. Where they become aware

Induction and Policy Manual

of personal problems that may affect their competence they shall seek appropriate professional assistance to determine whether they should limit, suspend or terminate their professional activity.

8.3 It is an indication of the competence of psychotherapists that they recognise their lack of training or experience to work with a client and make appropriate referrals.

8.4 Psychotherapists shall have regard for clients' moral and cultural values and shall not allow their services to clients to be affected by any bias regarding gender, sexual orientation, race, age, nationality, politics, social status or class. Where therapists believe their impartiality is compromised by such factors, they shall refer their client to another competent colleague.

8.5 Psychotherapists should have received adequate basic training before commencing to practise psychotherapy and should maintain ongoing professional development.

8.6 Psychotherapists should take all reasonable steps to ensure their own physical safety.

8.7 Members of IAHIP (and the other categories described in 1.1. above) should not conduct themselves in their psychotherapy activities in ways which undermine public confidence in either their role as psychotherapist or in the work of other members.

8.8 Members of IAHIP are required to adhere to this Code of Ethics and to all other IAHIP Codes of Ethics, where relevant. Where professional misconduct by a member is suspected, there is a responsibility to ensure necessary steps are taken to resolve the matter. This may involve implementing the Complaints Procedure. For the other categories in 1.1 please see Bye-Law 4.

9.0. Psychotherapy, Supervision/Consultative Support:

9.1 Psychotherapy supervision/consultative support refers to a formal arrangement which enables psychotherapists to discuss their work regularly with one or more practitioners who are competent to provide this service. It is a confidential relationship.

9.2 It is unethical for psychotherapists to practise without regular supervision/consultative support.

9.3 The volume of supervision should be in proportion to the volume of psychotherapy work undertaken.

9.4 Whenever possible, discussion within the supervision/consultative support framework should take place without revealing the personal identity of the client.

Induction and Policy Manual

10.0 Research

10.1 The use of personally identifiable material gained from clients or by observation of psychotherapy should be used only after the client has given consent, usually in writing, and care has been taken to ensure that consent was given freely.

10.2 Psychotherapists conducting research should use their data accurately and restrict their conclusions to those compatible with their methodology.

Induction and Policy Manual

IAPTP Code of Ethics and Practice for IAPTP Practitioners

Preamble

The Irish Association for Play Therapy and Psychotherapy's Code of Ethics 1 provides a common set of values and standards upon which our student, pre-accredited and accredited members build their professional work. It is intended to provide guidance in relation to ethical issues and to promote optimal level of practice by such members who may be play therapists, psychotherapists with a specialisation in play therapy, and/or supervisors. Throughout this code the terms 'practitioner/s' and 'members' are used to cover the membership categories identified above. This code has as its aim the welfare and protection of the individuals, families, and groups with whom our members work and the education of practitioners and the public regarding appropriate ethical standards.

1. Introduction

1.1 IAPTP is dedicated to providing a very high standard of protection to the public and promoting appropriate standards of personal and professional conduct by our members. This includes the provision of guidance to all members of IAPTP on ethical principles, competence and all issues relating to good and safe practice.

1.2 In this document the terms 'practitioner/s' and 'members' are used to refer to anyone who has successfully attained, and maintains, student, pre-accredited or accredited membership of IAPTP. This includes play therapist, psychotherapist with a specialisation in play therapy, and supervisor members. It also includes those on our register of Approved Supervisors.

1.3 In this document the term 'play therapy' denotes developmentally sensitive therapeutic practice aiming to prevent or resolve psychosocial difficulties and promote optimal growth and development. Such practice activates the therapeutic powers of play as mechanisms of change with children and vulnerable adults, and includes the use of creative and expressive arts-based approaches within the practice of psychotherapy with clients throughout the life-span.

1.4 In this document the term 'client' generally refers to anyone who receives play therapy or psychotherapy services from a student, pre-accredited or accredited member of IAPTP. The term 'secondary client' generally refers to the carers (parents or foster-parents) or other

Induction and Policy Manual

adults who avail of therapeutic services with our members within the context of their relationship with a client.

* IAPTP has been granted permission to incorporate elements of the British Association of Play Therapists (BAPT) code of ethics and complaints procedure. IAPTP acknowledges BAPT's authorship and copyright properties and wishes to express our appreciation for their assistance. We also acknowledge that we drew on aspects of the IAHIP and IACP Codes of Ethics.*

1.5 In this document the term 'trainee' refers to student members of IAPTP who are currently receive training from a member of IAPTP on an IAPTP recognised course.

1.6 In this document the term 'supervisee' refers to members of IAPTP who receive supervision, generally but not exclusively, from an approved or accredited supervisor member of IAPTP. This includes both individual and group supervision.

1.7 This Code of Ethics has been produced to guide members towards achieving the highest standards of practice; it also informs IAPTP's complaints procedure.

1.8 In joining the Association, members agree to comply with the provisions of the Code of Ethics as it applies to their professional activities and any behaviour that might impinge on these. Such activities may include clinical practice, supervision, training and other related professional activities.

1.9 This code cannot resolve or address all practice-related issues. It aims to provide a framework for addressing such issues and encouraging optimal levels of practice. In addressing a dilemma, the practitioner will need to identify the relevant principles and clauses; consult applicable professional guidelines (e.g. those of statutory bodies) and legislation; and consult with relevant others (e.g. supervisor, employer). They may have to decide between conflicting responsibilities. A careful, systematic approach to decision making is required.

Induction and Policy Manual

2. Good Practice

2.1 Registration and Representation Practitioners practice in the name that appears in the IAPTP membership list and accurately represent their education, training, experience and membership status in communications and advertising.

2.2 Professional Indemnity Practitioners offering services to the public, trainees and or supervisees must be appropriately insured and indemnified against claims of professional negligence.

2.3 Supervision - Supervision is a formal and mutually agreed arrangement which provides a safe and trusting climate for practitioners to review their professional work regularly with someone who is accredited and/or registered to provide this service. It is an essential component of good practice; it supports the development of the supervisee and promotes the welfare of the client. Practitioners must work in accordance with the criteria relating to supervision as stated in relevant IAPTP Bye Laws and policies. It is incumbent on practitioners to inform themselves of, and comply with, requirements regarding proportionate supervision and suitability of supervisors. All practitioners are required to receive ongoing, appropriate, formal and regular supervision independently of their managerial relationships. Specific criteria for supervisors and specific clinical practice to supervision ratios are set by IAPTP in relation to student, pre-accredited, and accredited members. Applications for accreditation and reaccreditation may be unsuccessful should these conditions not be met.

2.4 Continuing Professional Development (CPD) In accordance with IAPTP's CPD requirements (described elsewhere), practitioners are required to maintain suitable levels of competence in their area of practice and related subjects. This includes regular attendance at relevant training and maintaining awareness of developments in the field.

2.5 Personal Emotional Needs Practitioners must ensure that their own personal emotional needs are met outside their professional practice.

2.6 Self-care Practitioners engage in self-care activities and refrain from practice when there is likelihood that their personal issues and circumstances will prevent them from performing at an appropriate level of competence. In such cases the practitioner has a duty to seek appropriate guidance and support.

Induction and Policy Manual

2.7 Garda Vetting Practitioners are required to have Garda vetting indicating no convictions which could preclude working with children or vulnerable adults. Renewal every 3 years is recommended. Any convictions should be discussed with IAPTP so that a determination can be made in relation to significance and any action required.

2.8 Professional Declaration Practitioners are required to notify IAPTP if they become the subject of an investigation by any professional body or if they become aware of any reason why they may be subject to such an investigation in the future.

3. Public Expectations

3.1 Personal Conduct Practitioners adhere to the appropriate standards of personal and professional conduct and avoid any behaviour or activity that may bring the profession into disrepute or undermine public confidence in the profession.

3.2 Avoidance of False or Deceptive Statements Practitioners endeavour to ensure accuracy in all relevant material and communications and do not make false or deceptive statements concerning:

1. Their qualifications, training or experience
2. Their credentials
3. Their professional affiliations
4. Their services
5. Their fees
6. Research findings
7. Evidence for, or results of, their services

3.3 Protecting the Public Practitioners must act to protect members of the public when there is a reason to believe that they are threatened by a colleague's conduct, performance or health.

4. Client, Supervisee and Trainee Expectations

4.1. Best Interest Practitioners work in ways that promote the client's, supervisee's, and/or trainee's personal autonomy; act in the best interest of those with whom they work; and take all reasonable steps to ensure that the interests of the client, supervisee or trainee are not compromised within their practice.

4.2. Competence Practitioners accept a duty of care towards their clients, supervisees, and trainees. They recognise the boundaries of their competence and the limitations of their expertise. They provide only those services and use only those techniques for which they are

Induction and Policy Manual

qualified by training and experience and refer onwards as appropriate. Practitioners working with child clients, or with vulnerable adults or adults traumatised as children, are expected to demonstrate an in-depth knowledge of child development which informs and facilitates developmentally appropriate practice. The ability to form a therapeutic working relationship with children and their families is a key skill and needs to be complemented by the therapist's ability in developing a comprehensive and collaborative understanding of the client's therapeutic needs. Inexperienced practitioners do not work with clients with complex needs; referrals are screened (e.g. by a supervisor) to ensure a good fit between the apparent needs of the client and the competency and experience of the therapist.

4.3 Contracting Practitioners provide accurate and honest information relating to their services and clarify the terms and details of the relevant service in advance of the client, supervisee or prospective trainee entering into any financial obligations or other costs or liabilities. Practitioners provide clear information in regard to fees and any other costs and clarify expectations regarding payment arrangements prior to starting services.

4.4 Suitable Site for Practice Practitioners will provide or ensure that the space provided for their work meets the standards of hygiene and safety appropriate for their practice. Practitioners will ensure that the therapeutic environment and conditions are appropriate to the clients' age, developmental stage and particular needs. This includes provision of appropriate play and expressive arts materials to facilitate developmentally sensitive therapy and non-verbal communication as appropriate.

4.5 Informed Consent Specific content of informed consent will depend on many circumstances, but requires that the person has: 1) The capacity to make a voluntary choice between alternatives, where these are available; 2) An understanding of the boundaries, rules, aims, costs, benefits and drawbacks of the service being offered; 3) Given their voluntary and continuing permission for their involvement; 4) Had the opportunity to ask questions and receive answers regarding the services. For clients who are legally incapable of giving informed consent practitioners nevertheless seek: 1) To protect the client's dignity, welfare and rights; 2) To consider the client's preferences and best interests; 3) To provide an appropriate explanation of what the service entails; 4) To provide an opportunity to ask questions and receive answers regarding the services; 5) The clients assent. When services are court ordered or otherwise enforced, practitioners inform the client, and, if appropriate, a person holding legal responsibility for the client, of the nature of the services and limits of confidentiality

Induction and Policy Manual

before proceeding. Practitioners document written and oral consent, permission and assent. When the therapist is a student, the client and, if appropriate, a person holding legal responsibility for the client is informed that the therapist is in training.

4.6 Maintaining Confidentiality Practitioners maintain, uphold and take reasonable precautions to protect the confidentiality rights of clients, supervisees and trainees. Clients should be afforded privacy for sessions. As a general principle, confidential information given to a practitioner remains the property of the person concerned and should only be shared with good reason:

- When working in a multi-disciplinary team
- In supervision, consultation, and teaching where the client's information is protected
- When making a referral or preparing a report
- When a video or audio recording is made
- When child protection or legal obligations demand it

These circumstances are explored further within this document.

4.7 Providing Information of the Limits of Confidentiality Practitioners discuss with their clients, secondary clients (as appropriate), supervisees and trainees, the limitations on confidentiality and the foreseeable uses of the information generated. Discussions of confidentiality occur prior to starting therapy, unless it is not feasible or possible and then occurs as soon as is possible.

4.8 Reports If a practitioner wishes to obtain or issue a report relevant to a client appropriate consent should be sought and recorded. Consent may be sought from an appropriate party should the client be unable to give informed consent. See clause 4.5 for further information regarding consent and assent.

4.9 Disclosures and Consent Practitioners only disclose information without the consent of the person concerned, and where appropriate, that of a person holding legal responsibility for a client, for a valid purpose such as:

- 1) To refer to needed professional services including child protection agencies;
- 2) In a crisis situation where the practitioner believes there is serious and immediate risk to a person;
- 3) To comply with legal requirements.

4.10 Use of Confidential Information for Other Purposes Practitioners do not disclose in their writings, lectures or other public situations, confidential, sensitive personal information or identifiable information concerning their clients, client's family members, supervisees or trainees unless:

- Reasonable steps are taken to disguise the client, supervisee or trainee;
- The client, supervisee or trainee has given informed consent;
- When the client is unable to

Induction and Policy Manual

give informed consent, they have assented and a person(s) holding legal responsibility for the client has given informed consent; • There is an ethical or legal requirement to do so.

4.11 Extended Absence or other Interruptions Practitioners make reasonable efforts to plan for circumstances when interruption of service is inevitable. Practitioners who become aware that they will be absent for an extended period of time should make arrangements to notify clients, supervisees, trainees and other relevant parties of this as soon as possible and facilitate a transition to appropriate alternative services if required. Practitioners who are absent for an extended period of time should make arrangements to notify relevant people and for clients, supervisees and/or trainees to receive appropriate alternative services in a timely fashion.

4.12 Dealing with concerns Practitioners make every effort to resolve concerns at an informal level and provide information about complaints processes on request. This may include provision of information, or directing the person to an appropriate source for information, about professional association processes and/or employer policies.

4.13 Maintaining Safety Practitioners do not accept intimidation or abuse from those with whom they work. When faced with a person who is putting themselves or others at risk, the practitioner will consider ending the session, making an appropriate explanation to the person or persons involved and arranging future appointments if appropriate. Where difficulties persist, the practitioner may consider making a referral to an alternative service. Practitioners are recommended to consult on all such matters (e.g. with their supervisors, external consultants, staff team etc.).

5.0 Professional Expectations

5.1 Conflicts between Code of Conduct and Law If ethical responsibilities conflict with the law, practitioners may attempt to resolve the conflict. However, if the conflict is unresolvable, the practitioner must adhere to the requirements of the law.

5.2 Conflicts between Code of Ethics and Organisations and Employers If the demands of an organisation, employer or authority conflicts with this Code of Ethics and impacts on service provision, the practitioner will attempt to resolve the conflict in a way that permits adherence to the Code of Ethics.

Induction and Policy Manual

5.3 Informal Resolution Practitioners who believe that there has been an ethical violation by another member may firstly attempt to resolve the issue directly and informally with the member concerned, unless the violation is such that it needs immediate referral to the IAPTP, a training provider, a person holding legal responsibility for a client, or another person or agency.

5.4 Reporting Ethical Violations If the informal resolution is unsuccessful and/or the apparent ethical violation has harmed or is likely to harm a person, practitioners take further action appropriate to that situation. This action will include a formal complaint, made confidentially and without malice, to the IAPTP and may include referral to other associations and authorities. Such decisions are generally made with the support of the practitioner's supervisor and often with consultative support.

5.5 Co-operating with Complaints Procedures Practitioners co-operate with complaints procedures and resulting actions of the IAPTP, including co-operating with any sanctions imposed by the association. Failure to co-operate is in itself a violation of this Code of Ethics.

5.6 Inappropriate Complaints Practitioners do not issue, report or encourage the issuing or reporting of complaints that are made with reckless disregard for, or a blatant ignorance of, facts that would disprove the allegation(s).

5.7 Working with other Professionals Practitioners work and co-operate with other professionals as appropriate in order to meet the client's needs and best interests. Practitioners may also engage and cooperate with other professionals as appropriate to support the personal and professional development of supervisees and trainees.

5.8 Levels of Competence Practitioners provide professional services with client groups, supervisees and trainees, and in areas only within the limits of their competency level, based on their training, practice experience, accreditation, and supervisory experience. When working with children, or other vulnerable clients, the practitioner requires particular knowledge, skills and competencies and a capacity to conceptualise, understand and respond to the familial and/or social context of the client. Practitioners also respond to the communication style that is most appropriate to the client and recognise that children communicate differently than adults and that their stages of development impacts on their capacity to make use of verbal language to communicate. Practitioners intending to provide

Induction and Policy Manual

new services or begin to work with client groups that are new to them undertake additional relevant training and supervision as appropriate.

5.9 Referring Onwards Practitioners will ensure that appropriate onward referral is made in circumstances where they are requested to provide professional services with client groups or in areas that are beyond the limits of their competence and training or where their personal circumstances might prevent them from performing their practice at an appropriate level of competence

5.10 Conflicts of Interest. Practitioners refrain from working or engaging with persons when personal, legal, financial or other interests may reduce their ability to perform at an appropriately competent level.

5.11 Multiple Relationships While dual relationships cannot always be avoided (for example, in small communities or training situations), practitioners try to avoid dual or multiple relationships with their clients. The professional role takes precedence over any other real or potential relationship. Practitioners actively seek to ensure that their therapeutic role is clearly delineated from any other roles or responsibilities within their employing institution, practice or service provision. A supervisor will not hold the dual relationships of supervisor-supervisee and psychotherapist-client at the same time. Generally, it is not advisable to undertake a supervisor role with a former client. If such happens, then it must be after a considerable period of time, discussion about the implications for each party and due consideration as to the maintenance of confidentiality about past relationships and the boundaries of the new relationship. Trainers must ensure that any personal or social contacts between them and their trainees do not adversely influence the effectiveness of the training.

5.12 Equality and Diversity Practitioners ensure that they do not compromise their practice, and the best interests of their clients, supervisees, and trainees, by any form of bias or discrimination. This may include, for example, equality, diversity, moral or ideological matters.

5.13 Sexual Intimacies with Clients, Client's Relatives and significant others Practitioners do not engage in sexual contact or intimacies with current or former clients or secondary clients. Practitioners do not terminate services to circumvent this standard.

5.14 Exploitation Practitioners do not harass or exploit persons over whom they have authority or control, such as clients, or those in close relationships to the client, supervisees, trainees,

Induction and Policy Manual

research participants and employees. Practitioners do not engage in any form of harassment or demean persons with whom they work.

5.15 Recording Clients Practitioners do not photograph, videotape, film or record the image or the voice of clients for advertising or personal use. Practitioners obtain informed consent from the person concerned, or assent plus consent from a person holding legal responsibility for a client who is unable to give informed consent, prior to recording the voice and/or image of clients. They do not put pressure or coerce those with whom they work to gain consent or assent for recordings. Prior to requesting informed consent and assent, information is provided that includes: 1) Rights of refusal 2) Reasons and use for intended recording 3) Planned storage of recording. 4) Ownership of recording. 5) Planned copies/transcriptions of recording 6) Planned destruction or storage of recordings, copies and transcriptions. 7) Rights to access the recording, copies and transcripts All recordings, copies and /or transcriptions not destroyed are securely stored in the client's case notes.

5.16 Documentation and Maintenance of Client Records Practitioners create, maintain, store and dispose of records and data relating to their clients in order to: 1) Facilitate provision of services later by them or by other professionals; 2) Meet institutional requirements; 3) Ensure compliance with law (e.g. Data Protection and Freedom of Information Acts). Practitioners maintain confidentiality in creating, storing, accessing and disposing of records under their control.

5.17 Client Testimonials Practitioners do not request or solicit testimonials from current clients or their family members who because of their circumstances are vulnerable to undue influence. If testimonials are spontaneously and freely given, permission to use these must be obtained before doing so.

6.0 Education, Training and Supervision

6.1 Content of Training Practitioners responsible for education and training take reasonable steps to ensure that the courses are designed to provide the appropriate knowledge and proper experiences to meet the requirements of validation and accredited membership of the IAPTP.

6.2 Description of Training Practitioners responsible for education and training take reasonable steps to ensure that there is a current and accurate description of the course

Induction and Policy Manual

content, training goals and objectives, and requirements that must be met for satisfactory completion of the course. This information should be made available to any interested party.

6.3 IAPTP Recognised Course Training Providers Training providers and trainers should take all reasonable steps to ensure the safety of trainees and clients during training. Training providers are required to have appropriate procedures in place to handle concerns and both formal and informal complaints by trainees. This is the first port of call for trainee's complaints. Should a complaint remain unresolved after being heard within the training organisation, and a breach of this code by a practitioner has been alleged, the complainant may address their complaint to the IAPTP. Where a complaint is deemed to be of a sufficiently serious nature, the complainant may address their complaint directly to the IAPTP who will determine if the need for the complaint to be heard within the training organisation should be bypassed.

6.4 Personal Therapy Teaching staff who are or are likely to be responsible for evaluating trainees' academic performance do not provide personal therapy to the trainee.

6.5 Feedback in academic and supervisory relationships, practitioners establish a clear and specific process for providing regular, appropriate feedback to trainees. Information regarding this process is provided to the trainee at the beginning of the training and supervision.

6.6 Supervising Trainees and Pre-Accredited Members Supervisors working with trainees and/or pre-accredited members will ensure that the supervision contract includes assessment of the client work. The contract will detail how this assessment component is managed and to whom the supervisor will report (e.g. the training school, professional body). The supervisee should inform the supervisor of any specific requirements from the training body or accreditation body, including reports and assessments, well in advance. The supervisor will ensure that all such aspects are managed so as to ensure maximum learning for the supervisee.

6.7 Provision of Reports Supervisors co-operate and collaborate with supervisees in the provision of necessary paperwork (including reports) required or necessary by training organisations, for accreditation or re-accreditation purposes, or to address any other reasonable need of the supervisee. Reasonable fees may be charged for such reports.

6.8 Assessment Role of the Supervisor Where assessment or reports will be required as part of the supervision, the supervisor should discuss and clarify with the supervisee the

Induction and Policy Manual

assessment method and procedures involved. The supervisor must clarify all contractual obligations in relation to the supervisee and both must make their expectations explicit. Both are responsible for monitoring and reviewing the effectiveness of the supervision.

6.9 Supervision and a continuum of needs Supervisors will match supervision style and process to supervisee needs, ensuring that the continuum of needs of supervisees with varying degrees of experience are responded to in an integrated manner. When supervising inexperienced practitioners, or those engaging with a new client base, teaching elements come to the fore as the supervisee requires additional guidance. The supervisor enables all supervisees to develop and enhance professional skills and abilities through reflection and exploration of their work. The supervisee is responsible for their clinical work and for presenting and openly exploring that work in supervision.

6.10 Supervision and confidentiality Further to clause 4.5 in relation to confidentiality and clauses in relation to reports and assessment, supervisors may breach confidentiality should they deem it necessary to prevent serious emotional or physical harm to the client, the supervisee or a third party. In such circumstances the supervisor should consult appropriately (e.g. with their own supervisor or a legal expert) and the supervisee's consent should be sought unless there are good grounds for believing that the supervisee is no longer able to take responsibility for their actions or potential danger is perceived to be imminent. Disclosure of information relating to supervisees is also relevant in assessments, references, reports and in any investigation pertaining to ethical complaints or practice-related concerns. All such disclosures take account of the supervisor's responsibilities to the supervisee, clients, training and professional bodies, and the wider community.

6.11 Group Supervision and Confidentiality as with individual supervision, supervisors are responsible for clear contracting regarding confidentiality when supervision takes place within a group, this includes both confidentiality of clients and members of the supervision group. Unless working in multi-disciplinary teams or other partnerships where agreement for sharing of information has been reached, this includes ensuring that clients are not identified through any overlap of confidential relationships and that group members leave the group while a member is reviewing a client known, or potentially known, to them for any reason. This does not imply that the person stepping out temporarily would have the client identified to them, it is sufficient that the person presenting, the supervisor or the group member, may have a concern that the client may potentially be identifiable.

Induction and Policy Manual

6.12 Quality of Practice Should a supervisor has a serious concern regarding the quality of a supervisees' work or the ethical approach of the supervisee, or both, they should ensure that all reasonable steps are taken to address the situation. This may include options such as consultation on the matter, restructuring the supervisory methods, encouraging the supervisee to seek psychotherapy, additional training or more frequent supervision.

6.13 Supervision and Ethical Decision Making Supervisors are encouraged to develop a model of ethical decision-making within their supervision practice which will help guide their work, and support the supervisee in developing their own inner supervisor and framework for ethical decision making. 6.14 Supervisors and Prospective Supervisees Supervisors will satisfy themselves (either by sight of documentation or a signed declaration by supervisee) that supervisees have the following measures in place: 1) Membership of an appropriate professional body; 2) Subscribing to and abiding by the Code of Ethics of that professional body; 3) They are subject to the complaints procedure of that professional body; 4) They are covered by appropriate malpractice and professional indemnity insurance and public liability cover. 6.15 Sexual Relationships with Trainees and Supervisees Practitioners do not engage in sexual relationships with trainees or supervisees. Nor do they exploit them in any way.

7.0 Research

7.1 Ethical Approval Research must be approved of by an appropriate ethics committee, i.e. the committee from the institution or association in which the research will be conducted, prior to the research commencing. Members conduct research in accordance with the approved research protocols stipulated within the ethics committee application. No part of the research may be amended without prior approval from the ethics committee.

7.2 Informed Consent Members do not put pressure or coerce clients, or others, to participate in research. When members undertake research that involves participants, they obtain informed consent of the participant, or if legally incapable, a person holding legal responsibility for the participant, using language that is reasonably understandable to that person. The specific content of informed consent will depend on many circumstances, but ordinarily requires that the person has;

- 1) The capacity to make a voluntary choice;
- 2) The understanding of the research aims, objectives, methods, and procedures;
- 3) Given their voluntary and continuing permission for their involvement;
- 4) The opportunity to ask questions and receive answers regarding the research.

Induction and Policy Manual

For participants who are legally incapable of giving informed consent, members nevertheless seek:

- 1) To protect the client's welfare, dignity and rights;
- 2) To consider the client's preferences and best interests;
- 3) To provide, in an appropriate and accessible form, information relating to research aims, objectives, methods and procedures;
- 4) To provide an opportunity to ask questions and receive answers regarding the research;
- 5) The client's assent.

7.3 Refusal to participate in Research When members conduct research with former or current clients, supervisees, or trainees, they take steps to protect the prospective participants from adverse consequences of declining or withdrawing from the research. Members ensure that withdrawal or refusal to participate in research does not affect the professional services offered.

7.4. Reporting Research Results Members do not fabricate data; results must be accurately reported. If a member discovers significant errors in their published data, they will take reasonable steps to correct such errors.

Induction and Policy Manual

Ethical Principles

The following ethical principles are intended to guide and support practitioners towards achieving and maintaining the ideals of their profession. All practitioners are obliged to consider their practice with direct reference to each of these ethical principles which underpin IAPT's Code of Ethics.

PRINCIPLE A: RESPONSIBILITY

This principle requires practitioners to assume responsibility for their professional behaviour and actions and exercise responsibility to maintain standards. Practitioners are concerned with the ethical compliance of their own practice and their colleagues' professional conduct. When conflicts occur, practitioners attempt to resolve these conflicts in a responsible manner and are aware of their professional responsibilities towards their clients, society and the communities in which they work. Practitioners have a responsibility to challenge incompetence or malpractice of others and contribute in investigations or adjudications involving professional practice and/or actions of others.

PRINCIPLE B: BENEFICENCE

This principle requires practitioners to work within their limits of competence, training and their experience. When working with children, vulnerable and/or adults traumatised in childhood, an in-depth knowledge of child development is required. The practitioner is required to use regular and ongoing supervision to enhance the quality and service provision and commit to enhancing practice by continuing professional development (CPD). The practitioner has an obligation to act in the client's best interest.

PRINCIPLE C: NON-MALEFICENCE

The practitioner commits to guard against personal, financial, social, organizational, emotional, sexual or related factors which may lead to a misuse of their influence or exploitation of those with whom they work. This may involve not providing services when unfit to do so due to personal impairment, including personal circumstances or intoxication. Practitioners have a responsibility to challenge incompetence or malpractice of others and contribute to investigations or adjudications involving professional practice and/or actions of others.

Induction and Policy Manual

PRINCIPLE D: FIDELITY

This principle requires practitioners to uphold confidentiality and restrict disclosures of confidential information to a standard appropriate within the workplace and legal requirements. Practitioners establish relationships of trust with those with whom they work and must act in accordance with the trust placed in them.

PRINCIPLE E: JUSTICE

This principle requires practitioners to ensure that all persons have fair and equal access to services and to equal quality in the services being offered by practitioners. Practitioners exercise judgment and care to ensure that their potential biases, levels of competence and limitations of their training and experience do not directly or indirectly lead to unjust practices.

PRINCIPLE F: RESPECT FOR PEOPLE'S RIGHTS AND DIGNITY.

This principle requires practitioners to respect the dignity and worth of all people and their rights to privacy, confidentiality, and autonomy. Practitioners who respect the autonomy of those with whom they work ensure accuracy of advertising and delineation of service information. Practitioners seek appropriate consent and assent to services, engage in clear and explicit contracts, including confidentiality requirements and inform those involved of any foreseeable conflicts of interest. Practitioners are aware that special safeguards, to ensure safety, protection and care, may be necessary to protect the rights and welfare of clients who are non-autonomous and dependent on significant others. Knowledge of legal and statutory requirements supports safe practice.

PRINCIPLE G: RESPECT FOR PEOPLE'S NEEDS AND RELATIONSHIPS.

This principle requires practitioners to respect the needs of individuals, including emotional, psychological, social, financial, educational, health and family needs. Practitioners will respect people's needs and relationships and will be aware that the child and other vulnerable client may be dependent upon significant others and that autonomous decision making may not be possible. Practitioners respect the client's relationships and ensure that, where possible, those in significant relationships to dependent clients are included in both decision-making processes and therapeutic interventions as appropriate.

Induction and Policy Manual

PRINCIPLE H: SELF RESPECT

All of these ethical principles will apply to practitioners. This involves a regard for the practitioners own self-knowledge, needs and development. This includes accessing opportunities for personal and professional development. There is also a responsibility to use supervision for self-development, to seek training for continuing professional development, and to ensure they hold appropriate insurance cover.

APPENDICES

Induction and Policy Manual

Appendix 1 - Consent Form

Child's name _____ Date of Birth _____

I _____ (Parent/guardian) hereby give consent for _____ and myself to receive services from FirstLight. This consent is given until I give notice that this service is no longer requested or until the Therapist notifies me that the service will no longer be provided.

I certify that I have legal responsibility for this child and am authorised to seek and consent for him/her.

I understand all information to the Therapist is confidential with certain exceptions.

Parent/Guardian

Therapist

Date: _____

Induction and Policy Manual

Appendix 2: CORE Forms



Site ID	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Number of sessions planned	<input type="text"/> <input type="text"/> <input type="text"/>
Client ID	Letters: <input type="text"/> <input type="text"/> Numbers: <input type="text"/>	Number of sessions attended	<input type="text"/> <input type="text"/> <input type="text"/>
Sub Codes	Therapist ID: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> SC4 numbers: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> SC5 numbers: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Number of sessions unattended	<input type="text"/> <input type="text"/> <input type="text"/>
Date therapy commenced	D D / M M / Y Y Y Y		
Date therapy completed	D D / M M / Y Y Y Y		

What type of therapy was undertaken with the client? Please tick as many boxes as appropriate

Psychodynamic	<input type="checkbox"/>	Person-centred	<input type="checkbox"/>
Psychoanalytic	<input type="checkbox"/>	Integrative	<input type="checkbox"/>
Cognitive	<input type="checkbox"/>	Systemic	<input type="checkbox"/>
Behavioural	<input type="checkbox"/>	Supportive	<input type="checkbox"/>
Cognitive/Behavioural	<input type="checkbox"/>	Art	<input type="checkbox"/>
Structured/Brief	<input type="checkbox"/>	Other (specify below)	<input type="checkbox"/>

What modality of therapy was undertaken with the client? Please tick as many boxes as appropriate

Individual	<input type="checkbox"/>	Family	<input type="checkbox"/>
Group	<input type="checkbox"/>	Marital/Couple	<input type="checkbox"/>

What was the frequency of therapy with the client?

More than once weekly	<input type="checkbox"/>	Less than once weekly	<input type="checkbox"/>
Weekly	<input type="checkbox"/>	Not at a fixed frequency	<input type="checkbox"/>

Which of the following best describes the ending of therapy?

Unplanned <input type="checkbox"/>		Planned <input type="checkbox"/>	
Due to crisis	<input type="checkbox"/>	Planned from outset	<input type="checkbox"/>
Due to loss of contact	<input type="checkbox"/>	Agreed during therapy	<input type="checkbox"/>
Client did not wish to continue	<input type="checkbox"/>	Agreed at end of therapy	<input type="checkbox"/>
Other unplanned ending (specify below)	<input type="checkbox"/>	Other planned ending (specify below)	<input type="checkbox"/>



Induction and Policy Manual

Review of Identified Problems/Concerns			
Severity	Therapy Issues	Severity	Therapy Issues
<input type="checkbox"/> Depression	<input type="checkbox"/>	<input type="checkbox"/> Trauma/Abuse	<input type="checkbox"/>
<input type="checkbox"/> Anxiety/Stress	<input type="checkbox"/>	<input type="checkbox"/> Bereavement/Loss	<input type="checkbox"/>
<input type="checkbox"/> Psychosis	<input type="checkbox"/>	<input type="checkbox"/> Self esteem	<input type="checkbox"/>
<input type="checkbox"/> Personality Problems	<input type="checkbox"/>	<input type="checkbox"/> Interpersonal/relationship	<input type="checkbox"/>
<input type="checkbox"/> Cognitive/Learning	<input type="checkbox"/>	<input type="checkbox"/> Living/Welfare	<input type="checkbox"/>
<input type="checkbox"/> Physical Problems	<input type="checkbox"/>	<input type="checkbox"/> Work/Academic	<input type="checkbox"/>
<input type="checkbox"/> Eating Disorder	<input type="checkbox"/>	<input type="checkbox"/> Other (specify below)	<input type="checkbox"/>
<input type="checkbox"/> Addictions	<input type="checkbox"/>	<input type="text"/>	

Risk	None	Mild	Mod	Sev
Suicide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Self Harm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Harm to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal/Forensic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contextual Factors	Poor	Moderate	Good
Motivation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working Alliance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Psychological Mindfulness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Benefits of Therapy	Improved			Improved		
	Yes	No	Not addressed	Yes	No	Not addressed
Personal insight/understanding	<input type="checkbox"/>					
Expression of feelings/problems	<input type="checkbox"/>					
Exploration of feelings/problems	<input type="checkbox"/>					
Coping strategies/techniques	<input type="checkbox"/>					
Access to practical help	<input type="checkbox"/>					
Other benefits	<input type="checkbox"/>			<input type="checkbox"/>		

Tick box and then specify below

Has contact with this service resulted in a change of medication?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>		
If yes, is this change likely to be of benefit to the client?	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Details of change:	Started <input type="checkbox"/>	Discontinued <input type="checkbox"/>	Increased <input type="checkbox"/>	Decreased <input type="checkbox"/>	Modified <input type="checkbox"/>

Has the client been given a follow-up appointment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Number of months until appointment	<input type="text"/>	<input type="text"/>



Induction and Policy Manual

Over the last week

	Not at all	Only Occasionally	Sometimes	Often	Most of all the time	Do not use this
15 I have felt panic or terror	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> P
16 I made plans to end my life	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> R
17 I have felt overwhelmed by my problems	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> W
18 I have had difficulty getting to sleep or staying asleep	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> P
19 I have felt warmth or affection for someone	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> F
20 My problems have been impossible to put to one side	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> P
21 I have been able to do most things I needed to	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> F
22 I have threatened or intimidated another person	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> R
23 I have felt despairing or hopeless	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> P
24 I have thought it would be better if I were dead	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> R
25 I have felt criticised by other people	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> F
26 I have thought I have no friends	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> F
27 I have felt unhappy	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> P
28 Unwanted images or memories have been distressing me	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> P
29 I have been irritable when with other people	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> F
30 I have thought I am to blame for my problems and difficulties	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> P
31 I have felt optimistic about my future	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> W
32 I have achieved the things I wanted to	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> F
33 I have felt humiliated or shamed by other people	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> F
34 I have hurt myself physically or taken dangerous risks with my health	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> R

THANK YOU FOR YOUR TIME IN COMPLETING THIS QUESTIONNAIRE

Total Scores	<input type="text"/>					
Mean Scores <small>(Total scores for each dimension divided by number of items contributing to that dimension)</small>	<input type="text"/>					
	(W)	(P)	(F)	(R)	All items	All minus R

Survey: IS1

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Page: 1

Induction and Policy Manual

	Site ID <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Male <input type="checkbox"/>	
	letters only <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Age <input type="text"/>	Female <input type="checkbox"/>
	Client ID <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Stage Completed S Screening R Referral A Assessment F First Therapy Session P Pre-therapy (unspecified) D During Therapy L Last Therapy Session X Follow up 1 Y Follow up 2	Stage <input type="text"/>
	Therapist ID numbers only (1) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	numbers only (2) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Episode <input type="text"/>
Sub codes D D / M M / Y Y Y Y			
Date form given <input type="text"/> / <input type="text"/> / <input type="text"/>			

IMPORTANT – PLEASE READ THIS FIRST
 This form has 10 statements about how you have been OVER THE LAST WEEK.
 Please read each statement and think how often you felt that way last week.
 Then tick the box which is closest to this.
 Please use a dark pen (not pencil) and tick clearly within the boxes.

Over the last week		Not at all	Only Occasionally	Sometimes	Often	Most or all the time
1	I have felt tense, anxious or nervous	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
2	I have felt I have someone to turn to for support when needed	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0
3	I have felt able to cope when things go wrong	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0
4	Talking to people has felt too much for me	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
5	I have felt panic or terror	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
6	I made plans to end my life	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
7	I have had difficulty getting to sleep or staying asleep	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
8	I have felt despairing or hopeless	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
9	I have felt unhappy	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
10	Unwanted images or memories have been distressing me	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4

Total (Clinical Score*)

* **Procedure:** Add together the item scores, then divide by the number of questions completed to get the mean score, then multiply by 10 to get the Clinical Score.
Quick method for the CORE-10 (if all items completed): Add together the item scores to get the Clinical Score.

THANK YOU FOR YOUR TIME IN COMPLETING THIS QUESTIONNAIRE

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Assistance given?
(If yes, please tick)

Site ID	<input type="text"/>	Male	<input type="checkbox"/>
Client ID	<input type="text"/>	Female	<input type="checkbox"/>
	<input type="text"/>	Age	<input type="text"/>
	<small>Letters only</small>		
	<small>Numbers only</small>		
Therapist ID	<input type="text"/>	Stage Completed	
		S Screening	
Subcodes		R Referral	
		A Assessment	
		F First Therapy Session	Stage <input type="text"/>
		P Pre-therapy (unspecified)	
		D During Therapy	
		L Last Therapy Session	Episode <input type="text"/>
		X Follow up 1	
		Y Follow up 2	

These questions are about how you have been feeling OVER THE LAST WEEK. Please read each question carefully. Think how often you have felt like that in the last week and then put a cross in the box you think fits best. Please use a dark pen (not pencil) and mark clearly within the boxes.

OVER THE LAST WEEK...

	Not at all	Only occasionally	Sometimes	Often	Most or all of the time
1. I've felt edgy or nervous	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
2. I haven't felt like talking to anyone	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
3. I've felt able to cope when things go wrong	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0
4. I've thought of hurting myself	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
5. There's been someone I felt able to ask for help	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0
6. My thoughts and feelings distressed me	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
7. My problems have felt too much for me	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
8. It's been hard to go to sleep or stay asleep	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
9. I've felt unhappy	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
10. I've done all the things I wanted to	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0

Thank you for answering these questions

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Appendix 3: Record Keeping Format

Accurate record keeping is an essential part of counselling practice. In FirstLight, therapists are required to keep session notes for every session undertaken with clients. It is preferable to complete your notes immediately after the session.

Typed notes need to be signed, dated and submitted to FirstLight in the Carmichael Centre. When transmitting the client files back to the office can you please “pdf” and password the clinical notes and core forms and return via email to the Clinical Director.

Under no circumstances should you forward your client files by Fax. Client files sent by normal email are not secure and can be accessed inappropriately by others before reaching their intended recipients.

At FirstLight, we utilise an adapted form of the health care model of record keeping. Therapists are asked to keep their session notes in the PIP format.

P = Presentation

This includes how the client presents to the session e.g., upset, angry, anxious etc. and what the client actually spoke about. It should not be interpretive in any way.

I = Intervention

This includes what you actually discussed during the session and what interventions are utilised. It should be factual and in no way analytical or interpretive.

P = Plan

This should reflect any agreed plan of action or homework that has been negotiated with the client until the next session.

Induction and Policy Manual

Appendix 4: Supervision Letter

Dear Supervisor,

I am writing to you on behalf of FirstLight requesting confirmation of attendance in Supervision by

Mr/Ms/Mrs

Thank you for your co-operation and I ask that you please complete the following:

Name of Supervisor:

Your Accrediting Body:

Name of Supervisee:

Start date:

Frequency of sessions:

Supervisor's Signature:

Date:

Kindest Regards

FirstLight Clinical Director

Induction and Policy Manual

Appendix 5: Child Abuse

What is Child Abuse?

Children First, the National Guidelines for the Protection and Welfare of children outlines the various types of child abuse as described below. In their guidelines “child” refers to a person under the age of 18 years, excluding a person who has been married.

There are four categories of abuse-physical, emotional, sexual and neglect.

Physical abuse:

Physical abuse is any form of non-accidental injury or injury which results from wilful or neglectful failure to protect a child. Examples of physical injury include:

- Shaking;
- Poisoning;
- Excessive force in handling;
- Burning or scalding;
- Suffocation;
- Allowing or creating a substantial risk of significant harm to a child;
- It also includes Munchausen’s Syndrome by Proxy, a condition where a parent or carer deliberately cause ill health to a child or fabricates symptoms of a child’s illness.

Emotional Abuse:

- Emotional abuse occurs when a child’s need for affection, approval, consistency and security are not met, causing severe and adverse effects on the child’s emotional development. It includes the following:
- Persistent criticism;
- Sarcasm;
- Hostility;
- Blaming;
- Conditional parenting when the level of care will depend on the child’s behaviour or actions;
- Inappropriate expectations or excessive responsibilities placed on the child;
- When a child is expected to understand something beyond his/her capacity or to behave or control him/herself in a particular way;
- Under or over protection of a child;
- Failure to show interest in, or provide age appropriate opportunities in line with the child’s development;
- Use of unreasonable, harsh or inappropriate discipline;
- Exposure to domestic violence, or child frequently feeling frightened or in danger.

Induction and Policy Manual

Sexual abuse:

- Sexual abuse involves using a child for an individual's gratification or sexual arousal or for that of others. Examples include the following:
- Exposure of the sexual organs or any sexual act intentionally performed in the presence of the child;
- Intentional touching or molesting of the body of a child whether by a person or object for the purpose of sexual arousal or gratification;
- Masturbation in the presence of a child or the involvement of the child in an act of masturbation;
- Sexual intercourse with the child whether oral, vaginal, or anal;
- Sexual exploitation of a child includes inciting, encouraging propositioning, requiring or permitting a child to solicit for, or to engage in, prostitution or other sexual acts. Sexual exploitation also occurs when a child is involved in the exhibition, modelling or posing for the purpose of sexual arousal, gratification or sexual act, including its recording (on film, video tape or other media) or the manipulation, for the purposes of the image by computer or other means. It may also include showing sexually explicit material to children which is often a feature of the "grooming" process by perpetrators of abuse.
- Consensual sexual activity involving an adult and an underage person. In relation to child sexual abuse it should be noted that for the purpose of criminal law, the age of consent to sexual intercourse is 17 years. This means, for example, that sexual intercourse between a 16-year-old girl and her 17-year-old boyfriend is illegal, although it may not be regarded as child sexual abuse. The decision to initiate child protection action in such cases is a matter for **professional judgement** and each case should be considered individually. The criminal aspects of the case will be dealt with by the Gardaí under the relevant legislation.

Neglect

Neglect occurs when a child suffers significant harm or impairment of development by being:

- Deprived of food, clothing, warmth, hygiene, intellectual stimulation, supervision and safety, attachment to and affection from adults or from medical care.

Harm can be defined as ill-treatment or the impairment of the health or development of a child. Its significance may be determined by his/her health and development as compared to that which could be reasonably expected of a child of similar age.

Neglect generally becomes apparent over a period of time rather than at one specific time. A child who suffers

- A series of minor injuries is not having his needs met for supervision and safety.
- A child whose ongoing failure to gain weight or whose height is significantly below average **may** be deprived of adequate nurturing.

Induction and Policy Manual

- Missing school consistently deprives a child of intellectual stimulation. Significant harm is reached when a child's needs are neglected to the extent that his/her well-being and/or development are severely affected.

NB: It should be noted that children with disabilities or those separated from family and are dependent on others for care are more vulnerable to any of the forms of abuse described above (Children First).

Induction and Policy Manual

Appendix 6: Sample Invoice

Your Name
 Your Address
 Your Email Address
 Your Mobile Number

Invoice #:
 Date:
 PPS No.:
 VAT registration number:
 VAT rate chargeable:

Fionnuala Sheehan
 FirstLight,
 Carmichael Centre,
 4 North Brunswick Street
 Dublin 7

INVOICE

Date	Client Ref No	Description of Activities	Amount
		Counselling x .. hours	
		TOTAL	€

Signature: _____

Payment details:

- Bank Transfer
 - Your Name
 - Your Bank Name & Address
 - IBAN: xxxxxxxxxxxxxxxxxxxxxxxx
 - BIC: xxxxxxxxxxxxxxxxxxxxxxxx

Induction and Policy Manual

Appendix 7: Confidential Closure of Contract with Client

Please complete all fields. Thank You.

Counsellor Name	
Client Name	
Client Number	
Date of 1st Session	
Date of Final Session	
Number of Sessions	
Range of Issues	
What did Client Want to get from Therapy?	
Did Client State They Got What They Wanted?	
Type of Closure	Planned Closure <input type="checkbox"/> Client Stopped Attending <input type="checkbox"/> Client Never Attended <input type="checkbox"/> Client Contacted by Phone to Close <input type="checkbox"/> Counsellor Contacted by Phone to Close <input type="checkbox"/> Client Referred to Another Service <input type="checkbox"/>
Did you both get closure?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Was invitation extended to return if required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Signature of Counsellor:	_____ Signed: _____ Date: _____

OFFICE ADMIN

Database Updated	Yes <input type="checkbox"/> No <input type="checkbox"/>
Staff Signature	_____ Signature _____ Date _____

Induction and Policy Manual

Appendix 8: Sessional Therapists Update Form

To: All FirstLight Sessional Therapists

Please take the time to fill out the form below. This is for the purpose of updating any information that may have changed. It is very important that **all** questions must be filled out clearly in block capitals and the form must be sent back to:

Clinical Director, Carmichael Centre, 4 North Brunswick Street, Dublin 7. Thank you for your cooperation.

Name: _____

Full Current Address: _____

Contact Telephone Number: _____

Email Address: _____

Prior to commencing work with your client, can you please forward the following information to info@firstlight.ie:

1. A copy of your current accreditation
2. A copy of your professional indemnity insurance
3. A copy of your Curriculum Vitae

Signed _____ Date _____

Induction and Policy Manual

		An Ghníomhaireacht um Leanaí agus an Teaghlach Child and Family Agency	
<h3>Child Protection and Welfare Report Form</h3> <p><i>MANDATED PERSONS AND NON MANDATED PERSONS (Children First Act 2015 & Children First National Guidance)</i></p>			
<p>Use block letters when filling out this form. Fields marked with an * are mandatory.</p>			
1. Tusla Area (this is where the child resides)*			
2. Date of Report*			
3. Details of Child			
First Name*		Surname*	
Male*	<input type="checkbox"/>	Female*	<input type="checkbox"/>
Address*		Date of Birth*	
		Estimated Age*	
		School Name	
		School Address	
Eircode			
4. Details of Concerns*			
Please complete the following section with as much detail about the specific child protection or welfare concern or allegation as possible. Include dates, times, incident details and names of anyone who observed any incident. Please include the parents and child's view, if known. Please attach additional sheets, if necessary			
Please see ' <i>Tusla Children First – A Guide for the Reporting of Child Protection and Welfare Concerns</i> ' for additional assistance on the steps to consider in making a report to Tusla			
5. Type of Concern			
Child Welfare Concern	<input type="checkbox"/>		
Emotional Abuse	<input type="checkbox"/>	Physical Abuse	<input type="checkbox"/>
Neglect	<input type="checkbox"/>	Sexual Abuse	<input type="checkbox"/>
6. Details of Reporter			
First Name		Surname	
Address if reporting in a professional capacity, please use your professional address		Organisation	
		Position Held	
		Mobile No.	
		Telephone No.	
Eircode		Email Address	

Induction and Policy Manual

		An Ghníomhaireacht um Leanaí agus an Teaghlach Child and Family Agency			
<h3>Child Protection and Welfare Report Form</h3> <p><i>MANDATED PERSONS AND NON MANDATED PERSONS (Children First Act 2015 & Children First National Guidance)</i></p>					
Is this a Mandated Report made under Sec 14, Children First Act 2015?*		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Mandated Person's Type					
7. Details of Other Persons Where a Joint Report is Being Made					
First Name		Surname			
Address If reporting in a professional capacity, please use your professional address		Organisation			
		Position Held			
		Mobile No.			
		Telephone No.			
Eircode		Email Address			
First Name		Surname			
Address If reporting in a professional capacity, please use your professional address		Organisation			
		Position Held			
		Mobile No.			
		Telephone No.			
Eircode		Email Address			
8. Parents Aware of Report					
Are the child's parents/carers aware that this concern is being reported to Tusla?*		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If the parent/carer does not know, please indicate reasons:					
9. Relationships					
Details of Mother					
First Name		Surname			
Address		Mobile No.			
		Telephone No.			
		Email Address			
	Eircode				
Is the Mother a Legal Guardian?*		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Details of Father					
First Name		Surname			
Address		Mobile No.			
		Telephone No.			
		Email Address			
	Eircode				

Induction and Policy Manual

		An Ghníomhaireacht um Leanaí agus an Teaghlach Child and Family Agency			
<h3>Child Protection and Welfare Report Form</h3> <p>MANDATED PERSONS AND NON MANDATED PERSONS (Children First Act 2015 & Children First National Guidance)</p>					
Is the Father a Legal Guardian?*		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10. Household Composition					
First Name	Surname	Relationship	Date of Birth	Estimated Age	Additional Information e.g. school, occupation, other
11. Details of Person(s) Allegedly Causing Harm					
First Name*		Surname*			
Male*	<input type="checkbox"/>	Female*	<input type="checkbox"/>		
Address		Date of Birth			
		Estimated Age			
		Mobile No.			
		Telephone No.			
Eircode		Email Address			
Occupation		Organisation			
Position Held					
Relationship to Child					
Address at time of alleged incident					
If name unknown please indicate reason					
First Name*		Surname*			
Male*	<input type="checkbox"/>	Female*	<input type="checkbox"/>		
Address		Date of Birth			
		Estimated Age			
		Mobile No.			
		Telephone No.			
Eircode		Email Address			
Occupation		Organisation			
Position Held					
Relationship to Child					
Address at time of alleged incident					
If name unknown please indicate reason					

Induction and Policy Manual



An Ghníomhaireacht um
Leanaí agus an Teaghlach
Child and Family Agency

Child Protection and Welfare Report Form

*MANDATED PERSONS AND NON MANDATED PERSONS
(Children First Act 2015 & Children First National Guidance)*

12. Name and Address of Other Organisations, Personnel or Agencies Known to be Involved Currently or Previously with the Family

Profession	First Name	Surname	Address	Contact Number	Recent Contact e.g. 3/6/9 months ago
Social Worker					
Public Health Nurse					
GP					
Hospital					
School					
Gardaí					
Pre-school/ crèche					
Other					

13. Any Other Relevant Information, Including any Previous Contact with the Child or Family

Please ensure you have indicated if this is a mandated report in section 6.
Thank you for completing the report form.

In completing this report form you are providing details on yourself and on others. Details such as name, address and date of birth fall under the definition of 'Personal Data' in the Data Protection Acts, 1988 & 2003. Tusla has a responsibility under these Acts in its capacity as a Data Controller to, amongst other things, obtain and process this data fairly; keep it safe and secure; and to keep it for a specified lawful purpose. That purpose is to fulfil our statutory responsibility under the Child Care Act 1991 to promote the protection and welfare of children. Tusla may, during the course of the assessment of this report disclose such Personal Data to other agencies including An Garda Síochána. Further details about Tusla's responsibilities as a Data Controller and your rights as a Data Subject can be found on our website, www.tusla.ie. As you are providing Personal Data on others, you are a Data Processor. We ask that you only provide those details that are necessary for the report and that you keep this report and the Personal Data contained in it secure from unauthorised access, disclosure, destruction or accidental loss.

14. For Completion by Tusla Authorised Person on Receipt of Report

Report Received by			
First Name		Surname	Date

Mandated Report Acknowledgement by

Induction and Policy Manual

TÚSLA		<small>An Ghníomhaireacht um Leanaí agus an Teaghlach Child and Family Agency</small>	
Child Protection and Welfare Report Form			
<i>MANDATED PERSONS AND NON MANDATED PERSONS (Children First Act 2015 & Children First National Guidance)</i>			
First Name		Surname	
		Date Sent	
Authorised Person Signature*			
Date*			
Child Previously Known	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Allocated Case No			

Induction and Policy Manual



Carmichael Centre
4 North Brunswick Street
Dublin 7

www.firstlight.ie

Induction and Policy Manual

SECTION 23: FIRSTLIGHT'S PROTOCOL FOR SELECTION AND APPOINTMENT OF OUTSOURCED

THERAPISTS/COUNSELLORS (INDEPENDENT CONTRACTORS)

APPROVED BY FIRSTLIGHT COUNCIL 8 FEBRUARY, 2022

Appointment is subject to Terms and Conditions

The appointment of an Independent Contractor by FirstLight is subject to the execution of The Independent Contractor's Agreement and Sessional Therapist Non-Disclosure Agreement incorporated in FirstLight's Clinical Manual, as amended from time to time. In particular, The Independent Contractor will comply with all legal and statutory requirements in relation to the provision of services and will hold all licenses required by law for the provision of the said services. In addition, the Independent Contractor will comply with the policies and procedures outlined in FirstLight's Clinical Manual, be Garda vetted to work for FirstLight, will be a fully accredited member of a Regulatory Body approved by FirstLight and will have Professional Indemnity cover in an amount and from an insurer approved by FirstLight; all of the foregoing requirements will be current for the duration of the performance of Work given to the Independent Contractor by FirstLight.

Identification of Independent Contractors

Following contact by FirstLight's Director of Services (DOS) with the bereaved family, and the family's expression of interest in availing of FirstLight's counselling services, the DOS will review the FirstLight Register of Sessional Therapists to establish if there is a suitable therapist operating in the area where the family resides. If this is not a feasible option, online therapy will be offered. If online therapy is not sufficient for the client, the DOS will check the register of accredited therapists maintained by relevant regulatory bodies, such as the Irish Association of Counsellors and Psychotherapists (IACP) and the Irish Association of Humanistic and Integrative Psychotherapy (IAHIP), to identify suitably qualified and fully accredited therapists operating close to where the family resides.

Selection of Independent Contractors

The DOS will contact the therapist/s so identified and will:

- check the position in relation to qualifications, accreditation, Indemnity Insurance and Garda vetting;
- outline FirstLight's requirements in relation to Garda Vetting specifically for FirstLight and FirstLight's requirement for completion of the Children First E-Programme;
- outline the circumstances of the FirstLight client, the specific service/s and number of sessions required, the payment offered, and possible commencement dates;
- the family's details are given to the therapist and the therapist details are given to the client once the client has requested a therapist. The family will be given two weeks to contact the therapist; if the family have not made contact with the therapist within this time period, the therapist will contact the DOS to discuss the appropriateness of contacting the family to confirm if and when they wish to proceed with availing of counselling services. This ensures a contract therapist is not holding space for the FirstLight client indefinitely.
- If the client is not in a position to commence therapy at this time they are advised by the DOS to contact her if and when they are ready and that therapy will then be made available to them.

Induction and Policy Manual

Next Steps

If the DOS is satisfied with the therapist and the therapist is interested in the provision of services to FirstLight, the DOS will contact the family and provide the therapist's contact details. The family will be requested to let the DOS know if and when they wish to undertake therapy. When the family make known that they wish to undertake therapy, the DOS will interact with the therapist and request completion of the Independent Contractor's Agreement (the Contract) and the Sessional Therapist Non-Disclosure Agreement (NDA). Arrangements for Garda Vetting for FirstLight will be put in train.

Specifically, the therapist will be provided with:

- FirstLight's Clinical Manual, the Contract and the NDA, and soft copies of: the appropriate FirstLight Client Psychotherapy Contract/s;
- The Client Closure Form (incorporated in the Clinical Manual);
- Client assessment forms;
- Guidelines for Client Assessment procedures;
- PIP Guidelines;
- Counsellors' Checklist;
- Garda Vetting forms and a link to the Children's First E-Programme; and
- FirstLight's invoicing requirements.

The therapist will be required to complete the Contract and the NDA and to provide evidence of their qualifications, accreditation, Professional Indemnity and PPS number.

The number of sessions, as outlined in the FirstLight Client Contracts, (8) in the case of adult/adolescent therapy and (up to 12) in the case of child therapy, and the fee per session payable by FirstLight will be advised to the therapist by the DOS. The DOS will also advise the therapist that while FirstLight does not charge for its services it welcomes voluntary donations from the families supported; clients should be directed to contact the General Manager if they express a desire to donate.

The DOS will also advise that additional sessions are provided only following review by the therapist and the DOS.

The DOS will also outline FirstLight's Client Notes, and invoicing policy to the therapist.

Induction and Policy Manual

SECTION 24: PROTOCOL TO MANAGE INCREASED CASELOAD

APPROVED BY FIRSTLIGHT COUNCIL, 8 FEBRUARY, 2022

All families referred to FirstLight will receive a Home Visit or its virtual equivalent by a FirstLight counsellor.

In the course of the Home Visit (or its virtual equivalent) the family's needs will be assessed by the FirstLight counsellor.

The family will be advised:

- Of the additional services provided by FirstLight and that, should a family member/s wish to avail of one to one/couple counselling, he/she should, subsequent to the visit, contact the FirstLight counsellor. The FirstLight counsellor will then contact FirstLight's Director of Services (DOS) or his/her representative. FirstLight will endeavour to arrange one to one/couple counselling as soon as possible, in accordance with the following:
- In light of the increased caseload being managed by FirstLight, there may be a waiting period before such counselling can be offered. (See 2. below)
- In addition, the family will be advised that FirstLight offers a cycle of 8 counselling sessions to adults/adolescents. At the end of the cycle of counselling the position will be reviewed by the DOS in consultation with the client's therapist.
- In relation to support for siblings, FirstLight can arrange for psycho-education of parents. Additional support of one to one Play Therapy may be available after a 6-month period has passed following the bereavement, under the condition that at least one parent has availed of personal therapy. In the event that Play therapy is offered a maximum of up to 12 sessions will be available.
- The family will be advised at the Home Visit (or its virtual equivalent) that FirstLight's services are provided free of charge; if the family wish to fundraise or make a donation they will be directed to FirstLight's General Manager.
- The DOS will commit to provision of counselling/therapy sessions, provided there is adequate budget available to cover the cost of such counselling/therapy. A therapist will then be assigned by the DOS to undertake such sessions. The DOS will advise the sessional therapist of the number of sessions being made available.
- The sessional counsellor appointed to provide a cycle of sessions to family member/s will also advise the family of the arrangements concerning number of sessions and the policy regarding no charge and the facility for the client to contract privately once the cycle of sessions have been completed and the situation has been reviewed by FirstLight.
- The sessional counsellor will also advise the family of the private Facebook support groups facilitated by FirstLight and how to access them.

The CEO will monitor on an on-going basis the budgetary position with the support of the Administration and Marketing Manager. The DOS will be advised of the position and it will be reviewed at weekly Team Meetings. In the event that there is insufficient budget available, a Waiting List will be operated. Priority for allocation of a cycle of one to one/couple therapeutic sessions will be determined by the DOS taking into account the extent to which the following factors are present:

Induction and Policy Manual

- Date of referral of child's death to FirstLight;
- Date of contact, subsequent to the Home Visit, requesting sessional counselling/therapy support;
- Existence of pre-existing aggravating factors;
- Degree of trauma being experienced;
- Availability of other support services to the family member/s concerned;
- Period of time on the Waiting List.

Availability of in person Group therapy will be reviewed periodically by the CEO and DOS in light of anticipated or actual demand, public health social distancing guidelines, and availability of budget and therapist with appropriate skills.

Monitoring: It will be necessary to monitor the position on a regular (minimum, monthly) basis to ensure that FirstLight remains compliant with Budget and with any grant givers requirements.

SECTION 25: FIRSTLIGHT LONE WORKING POLICY GUIDELINES

Author:	CEO
Publication date:	3 September 2018
Reviewed by:	Management Team
Approved by:	1 September 2018 Meeting of Council
Further review:	January, 2022
Approved by:	8 February, 2022 Council Meeting
Effective from:	3 September 2018
For attention of and action by:	Members of the Management Team, staff, interns, contracted counsellors.
Nominated Manager: Fionnuala Sheehan, Ph 086 858 1268)	CEO

Induction and Policy Manual

Introduction

In health and safety terms lone workers fall into the vulnerable group category. As lone workers are more at risk than other employees, extra risk control measures may be required to ensure the safety of the lone worker.

FirstLight recognises this and endeavours to provide a safe working environment for all employees, including lone workers. These guidelines should be read in addition to existing controls and any necessary arrangements must be taken to enhance the safety of the lone worker's working environment.

The principal purpose of these guidelines is to ensure a safe and healthy working environment for all lone workers employed by FirstLight.

In addition, FirstLight will bring about the reduction so far as is reasonably practicable, of all reasonably foreseeable risks associated with lone working and to implement any necessary arrangements to achieve this reduction in line with legislative requirements.

Guidelines

These guidelines are applicable to all FirstLight lone workers.

The General Safety and Health Provisions and the General Applications regulations 2007, require employers to take the necessary measures to ensure the Safety, Health and Protection of Employees. These regulations require that employers must take account of changing circumstances and carry out risk assessments accordingly. Training on matters of Health and Safety must also be provided to ensure the Safety Health and Welfare of employees.

"Lone Workers" are those who work by themselves without close or direct supervision. (Source The Health and Safety Authority).

For the purpose of these guidelines a lone worker is anyone who works alone, without a colleague. Lone workers include those who:

- work outside normal hours
- work away from their base
- work separately from others
- are the only person on the premises
- work outside in the community
- visit people in their homes

"Reasonably practicable" in relation to the duties of an employer, means that an employer has exercised all due care by putting in place the necessary protective and preventive measures, having identified the hazards and assessed the risks to safety and health likely to result in accidents or injury to health at the place of work concerned and where the putting in place of any

Induction and Policy Manual

further measures is grossly disproportionate having regard to the unusual, unforeseeable and exceptional nature of any circumstance or occurrence that may result in an accident at work or injury to health at that place of work. (Source: Section 2(6), Safety, Health & Welfare at Work Act 2005).

Employee's duties include:

- To take reasonable care of their own safety and the safety of others when working alone;
- To co-operate with their employer to enable him/her comply with safety and health legislation;
- To report any defect in the place of work, the systems of work without unreasonable delay;
- To report any work being carried on, or likely to be carried on, in a manner which may endanger the safety, health or welfare at work of the employee or that of any other person;
- Having regard to his or her training and the instructions given by his or her employer, make correct use of any article or substance provided for use by the employee at work or for the protection of his or her safety.

It is not always possible to identify all the hazards relating to lone working, especially where the workplace or area is outside of the employer's immediate control. In such situations lone workers should continually assess the work location, taking account of hazards that cannot necessarily be detected in advance such as the influence of alcohol, drugs or the threat posed by animals or other hostile elements. It is vital that in such circumstances workers are empowered to make the decision as to whether or not it is safe to continue working, or whether to withdraw from the situation. In addition each member of staff must:

- Obtain as much background information as possible on the service user before visiting;
- Prioritise any concerns arising from the information before the visit takes place;
- Always report any incident, no matter how trivial it may seem.

In order to carry out their job safely and efficiently it is important that all lone workers have access to appropriate information. Good quality information in relation to contacts and locations can prove very helpful.

The lone worker, those at the contact point and nominated individuals should ensure that there is an appropriate flow of information to and from each other, and that appropriate record sharing protocols, in accordance with FirstLight policies and procedures, are followed. Lone workers should be made aware that if, at any stage during a visit they encounter aggression they should promptly reassess the situation and withdraw from the visit if necessary.

All referrals, or requests for a visit, should be made through the Clinical Director or an authorised source where possible. This may not always be possible given the ethos and practice of self referral. The practice and ethos of self referral highlights the need to do all that is reasonably practical to ensure a safe system of work is in place. It is the responsibility of the Clinical Director and each individual lone worker to obtain as much information as is possible prior to the consultation.

Induction and Policy Manual

If the lone worker is in any doubt of his/her safety prior to a Home Visit, the meeting with the family can be arranged to take place in the Carmichael Centre.

Lone workers should never provide their personal telephone numbers to client's relatives or carers.

At all times a person nominated by the CEO should be aware of where and when employees are in client's homes and when they leave.

A control point should be established for the employee to leave details of their lone working visits. This will assist in the implementation of appropriate action being put in place should an employee be in difficulty. In the likelihood of a service user, address or area giving cause for concern, the lone worker should be able to advise the nominated person of any deviation from their planned itinerary.

In light of the above, it is necessary for the CEO to establish an appropriate control point to manage lone working visits.

The following options used individually or collectively may prove effective. Selection should be guided by risk assessment and consultation:

- Office base staffed at all times when staff are lone working;
- An answer phone that is regularly checked;
- Nominated person with a mobile phone.

The control point should also hold details of all the lone workers to ensure that in the unlikely event of a lone worker failing to return to/contact the control point at the end of a visit, appropriate steps can be taken i.e. the escalation procedure: If the base/control point becomes sufficiently concerned for the safety of the lone worker an escalation procedure must be put in place.

The escalation could be to:

- CEO
- Clinical Director;
- Nominated buddy
- The Gardaí

For each lone worker the details should include:

- Name
- Address, home telephone number and emergency contact
- Mobile phone number
- Work start time
- Itinerary of visits:
- Name, address and telephone number of each service user

Induction and Policy Manual

- Expected time of visit or call-in
- Car registration make and model

In order to reduce the risk to the lone worker all visits should be notified. The method of notification should be by mutual agreement between the Clinical Director and the lone workers and in the case of the Clinical Director between the CEO and the Clinical Director. No matter what the reason that planned visits are missed/changed the control point should be informed. It is also important that the lone worker operates a notification protocol when they have completed their visit.

Community Visits:

- Is the service user unknown to you/others?
- Check all available records/reports on the person prior to your visit.
- Ensure the nominated person knows where you are going, who you are visiting and when you are expected to leave.
- When the door is answered check who you are talking to. Under no circumstances enter the house if the appropriate person is not available.
- Inform the people you visit how much of their time you will require.
- Acknowledge that it is their home and allow them lead the way.
- If the person appears to be under the influence of drugs/alcohol or acting aggressively it would be prudent to immediately leave.
- On entry, check how the front door locks.
- Study your surroundings and try to sit nearest the door.
- Take only what you need into the house.
- Remain alert at all times. Watch for changes in moods, movements or expressions.
- Arrange to call/contact base after each meeting, as the lack of a call will alert someone to a potential problem.

Induction and Policy Manual

Personal Safety P.L.A.N. - Prepare Yourself

- Know exactly where you are going and how to get there;
- Be alert, walk tall, keep your head up and be aware of your surroundings;
- Keep fit – stamina and strength are aids to self-protection;
- Avoid Risk;
- When leaving to visit a client, leave details with the nominated person of your movements and when you expect the visit to be completed;
- If you change your plans, contact base;
- If anything seems dubious, contact base first;
- In consultation with the CEO an appropriate notification protocol for weekends/out of hours should be agreed;
- Avoid taking potentially dangerous shortcuts particularly when on foot;
- Assess the potential risk of a situation. Always aim to get away fast if confronted with violence or aggression.

Never assume :

- it won't happen to you;
- Your fears are unfounded;
- People are what they seem

Remember always to report any incident, however trivial it may seem. Not doing so could put others at risk.

Updated 8 February, 2022

Induction and Policy Manual

SECTION 26: HOME VISITS PROTOCOL POST COVID-19

FirstLight Protocol re Home Visits – Post Covid -19

FirstLight Protocol Regrading Home Visits - Post Covid-19

- Date for recommencement of Home Visits: 26th June 2020

The following are to be considered when undertaking Home Visits:

Considerations for Clients

- Have you, or anyone in your home any signs or symptoms of Covid-19, fever (high temperature of 38 degrees or over), a cough, or shortness of breath?
- Have you or anyone in your home been in contact with anyone who has tested positive for Covid-19?
- Are you comfortable with a representative of FirstLight visiting you in your home?
- Is there a room that will allow the social distance guideline of 2mtrs to be operated?
- Would you feel more comfortable if the FirstLight representative wears a mask?

Considerations for FirstLight representatives when undertaking a Home Visit:

- Are you showing any signs or symptoms of Covid-19?
- Have you or anyone in your home been in contact with anyone who has tested positive for Covid-19, a fever (high temp of 38 degrees or over), a cough, or shortness of breath? If you are experiencing any of these symptoms, it is important to seek medical attention and self-isolate for 2 weeks.
- Have you a mask?
- Have you hand sanitiser?
- A 2mtr distance is considered safe and does not require use of a mask; if you or the family you are visiting feel safer with wearing a mask, it is better to do so.
- Hand sanitiser should be used before entering the home and on leaving the home. This saves you having to be intrusive and having to seek permission to wash your hands.
- Cups of tea and coffee should be avoided where possible as it is unnecessary and too difficult to keep the 2mtr distance in the interaction and exchange. (An excuse of "you are very kind but I just had one, thank you" is sufficient).
- It is okay to bring a gift of a candle should there be one available to you as it has been specified as safe under the HSE guidelines for home visitation. Instead of handing the gift, it can be left on the chair you are sitting on to avoid breaking the 2mtr social distance recommendation.
- Please complete the attached Home Visit form is to be sent to FirstLight's Clinical Services Director for association with the client referral documentation on FirstLight's Office system.

Safety Protocol for FirstLight representatives undertaking Home Visits

- FirstLight's Clinical Services Director to inform FirstLight's Marketing and Administration Manager of the date and time of the Home Visit as soon as the details are confirmed with the client. Other FirstLight representatives undertaking Home Visits to inform FirstLight's Clinical Services Director of the visit details as soon as they have been confirmed with the client. The Clinical Services Director will promptly advise these details to FirstLight's Marketing and Administration Manager.
- When the home visit has ended, the FirstLight representative to contact FirstLight's Clinical Services Director, or, in her absence, FirstLight's Marketing and Administration Manager (insert contact details here). This procedure allows the opportunity to check that the FirstLight representative has left safely, and to debrief after the visit.
- Please familiarise yourself with FirstLight's Lone Working Policy which is attached. While this policy has been drawn up for FirstLight employees, the substance of the provisions are also applicable to personnel contracted by FirstLight.
- The Home Visit form (see attached) is to be sent to FirstLight's Clinical Services Director for association with the client referral documentation on FirstLight's Office system.

Induction and Policy Manual



Supporting Suddenly Bereaved Parents & Families

Home Visit Assessment Form

This Content of this Document is Private and Confidential

Client Reference Number:	
Child's Name:	
Mother's Name:	
Father's Name:	
Sibling's:	
Phone Number:	
Email Address:	
Home Address Including Eircode:	
GP Details:	
Circumstances Surrounding Death:	

Induction and Policy Manual



Supporting Suddenly Bereaved Parents & Families

Home Visit Assessment Form

This Content of this Document is Private and Confidential

Clients Emotional Presentation	
History of Additional Trauma if Disclosed:	
History of Medical Issues if Disclosed:	
Medication if Disclosed:	
History of Engagement with Mental Health Services Past or Present if Disclosed:	
Are the Family Engaged with any other Service if Disclosed:	
Emergency Contact Person and Mobile Number:	
Has the Client (s) Expressed a Need for: I. Individual Counselling II. Couples Therapy III. Play Therapy IV. Refer Back for Therapy V. Other:	
Date and Time of Home Visit	
Have you contacted the FirstLight office on completion of the Home Visit?	Phone: 01-87322711 Email: clinicaldirector@firstlight.ie

Induction and Policy Manual

SECTION 27: SUICIDE, SELF-HARM AND SELF INJURY INTERVENTION POLICY

1.Responsibility for approval of policy	<i>FirstLight Council</i>
2.Responsibility for implementation	<i>Clinical Services Director</i>
3.Responsibility for ensuring review	<i>CEO</i>

- **Approval date 22 June, 2021**
- **Revision date: 1 June, 2023**

1. Policy Statement

- 1.1. FirstLight acknowledges that suicidal ideation, the action of suicide and the desire to self-harm are issues which affect many people. The organisation is committed to responding to these issues in a way which is direct, supportive and informed by good practice.

2. Purpose

- 2.1. The purpose of this policy is to outline how Staff/Staff Members should respond to: someone who they suspect may be contemplating suicide; someone who has expressed an intention to complete suicide; an individual who has attempted suicide.
- 2.2. The policy also outlines how the service can respond to a person who is considering or engaging in self-harm and self-injury behaviours. While self-injury and suicide are not mutually inclusive behaviours, responses to both these behaviours are contained within this policy.

3. Scope

- 3.1. The policy outlines the steps to be undertaken by FirstLight Staff/Staff Members.

4. Glossary of Terms and Definitions

- 4.1. Suicide first aid training or clinical qualification: the qualifications and training undertaken to ensure the counsellor/psychotherapist has the skills to deal with suicidality and self-harm risk.
- 4.2. Suicide: the act of deliberately or intentionally taking one's own life.
- 4.3. Self-harm: Self-harm includes attempted suicide, overdoses, swallowing objects, starvation, or excessive amounts of a substance such as alcohol or drugs.
- 4.4. Self-injury: the various methods by which people deliberately harm themselves, including self-cutting and taking overdoses. Varying degrees of suicidal intent can be present; sometimes there may not be any suicidal intent, although an increased risk of further suicidal behaviour is associated with all self-injury.
- 4.5. Suicidal ideation: refers to having thoughts of and/or the intent to complete suicide, including planning how it will be done.
- 4.6. Staff/Staff Member: FirstLight's Clinical Services Director and the outsourced counsellors and psychotherapists on FirstLight's Register.

5. Principles

- 5.1. It is widely confirmed through research that asking someone directly about suicide will not encourage a person who is not thinking about suicide to consider it. It is always better if you have concerns to raise these directly and empathetically with the person. If

Induction and Policy Manual

a Staff Member feels ill equipped to do this, they should raise the issue at the earliest possible time with the Clinical Services Director so that other supports can be put in place.

- 5.2. FirstLight only employ fully accredited, Garda vetted and insured psychotherapists/counsellors to liaise with clients directly, this is to ensure that the service can provide effective interventions for services users and also that Staff are protected from undertaking work for which they are not equipped.
- 5.3. Concerns that an individual may be contemplating suicide or self-reported issues of suicidal thoughts should never be dismissed and must always be dealt with as serious and in the way described in this policy.
- 5.4. Suicide interventions will be undertaken by Staff with clinical training. If the issue arises in one-to-one sessions and the individual is unable to manage, the client will be informed that another counsellor/psychotherapist is being involved who will support the process as required.
- 5.5. All Staff who have dealt with a suicide intervention will be offered a de-briefing session to ensure they are able to professionally contextualise the experience. This will be undertaken by the Clinical Services Director who is CISM certified.
- 5.6. While this policy refers to clients experiencing suicidal thoughts, self-harm and self-injury, it is noted that these experiences can affect all people and it may be the case that the principles and actions in this policy need be applied to an administrative staff member or other individual within the work setting.

6. Roles and Responsibilities

- 6.1. The Clinical Services Director is responsible for ensuring that Staff:
 - 6.1.1. have appropriate training in relation to risk assessment and management of suicide, self-harm and self-injury,
 - 6.1.2. have a clear understanding of the processes outlined in this policy, and
 - 6.1.3. have formal de-briefing following a suicide intervention.
- 6.2. Staff are responsible for:
 - 6.2.1. managing suicide first aid intervention in the way described in this policy and in their clinical training.
 - 6.2.2. ensuring that the Clinical Services Director is informed of all decisions throughout the course of the suicide intervention.
- 6.3. Administrative staff who have not been trained in suicide and self-harm intervention are responsible for:
 - 6.3.1. informing the Clinical Services Director or another clinically trained Staff Member when they have suspicion that someone maybe experiencing thoughts of suicide.

Induction and Policy Manual

Part one - Suicide

7 Initial Risk Assessment – Suicide

- 7.1 Risk assessment should be taken by a Staff Member.
- 7.2 As part of the service's initial risk assessment the individual should be asked if they have:
 - 7.2.1 tried suicide before
 - 7.2.1 had or have thoughts of suicide
 - 7.2.2 self-harmed/self-injured or has had or has thoughts of self-injury
- 7.3 In the instance that someone answers yes to either question, the following response is undertaken:
 - 7.3.1 A plan that outlines what will happen should the individual have thoughts of suicide/self-injury should be agreed between the Staff Member and client. This should be written into the care plan. A plan will also look at what supports are available, such as family and friends, medical and professional. A regular check-in may be agreed by the Staff Member.
 - 7.3.2 The Clinical Services Director should be in contact with the Staff Member and should be informed of the outcome of the risk assessment.

8 Procedures – Staff Suspect an Individual of Suicidal Intent

- 8.1 Concerns about an individual in relation to suicide should never be ignored, it is better to ask and for the client to say no than for a high risk situation not to be responded to. Suicidal indicators could be described as one or more of the factors listed below, although it should be noted that there are no hard and fast rules and circumstances will differ for different people:
 - 8.1.1 Changes in behaviours: crying, emotional outbursts, increased alcohol or drug use, withdrawal from usual networks, friends or interactions, change in appetite/weight, reduced interest in life events and activities, talking about suicide or dying.
 - 8.1.2 Preparation: giving away possessions, putting affairs in order.
 - 8.1.3 Expression of the following feelings/thoughts: hopelessness, no future, loneliness, confusion, overwhelming sadness, desperation, rage, worthlessness, helplessness, guilt, need to escape, thoughts of death or suicide.
 - 8.1.4 A quick and unexplained improvement from a period of sadness, withdrawal or depression that may denote a private decision to undertake suicide.
- 8.2 Any and all interactions or correspondence with clients in which they express suicidal ideation or cause the Staff Member to reasonably believe that there is a risk of suicide or self-harm, shall be treated seriously. This includes but is not limited to mediums such as phone, text, e-mail or letter.
- 8.3 If an administrative staff member is not clinically trained and has concerns about an individual in relation to suicide they should raise this with the Clinical Services Director, who will directly deal with the client.
- 8.4 If the Staff Member has concerns, and is clinically trained then they should directly ask the client whether they are thinking about suicide. This should be done in an open, non-judgemental and empathetic way - using active listening skills. In some cases, the Staff Member may wish to lead in with questions concerning how the person is feeling, whether they feel hopeless or other introductory questions. All efforts should be made to ensure that the environment is appropriate for a confidential one-to-one discussion.
 - 8.4.1 If the answer is yes, then the Staff Member should follow the steps outlined in section 9.
 - 8.4.2 If the answer is no then this will be respected. It may be useful to explain what observations / occurrences lead to the question being asked. Ideally the

Induction and Policy Manual

discussion will be managed to allow other needs to be identified by the client and supports to be offered.

9 Procedures – Service User Identifies Suicidal Intention

9.1 Suicide interventions should be undertaken by the Clinical Services Director or Staff Member. If a client identifies suicidal thoughts or intentions the following should be observed:

9.1.1 The Clinical Services Director or Staff Member should remain calm and should address the issue in a confident and empathetic manner.

9.1.2 The client should be asked to stay on the premises so that they can be supported. If the individual wishes to leave then they must be allowed to, although all efforts should be made to have them remain in the service or have them escorted to another supportive environment. If the suicidal client is in contact via the phone it is necessary to ask the client to stay on the line to work through the intervention steps below.

9.1.3 The client should not be left alone if at all possible.

9.1.4 The Clinical Services Director or Staff Member should utilise the following suicide intervention model. In general, the following steps will be undertaken:

9.1.4.1 The first step is to listen without judgement to the client. The client should be encouraged to discuss what is wrong and any plans / thoughts they have. Active listening skills should be employed (paraphrasing, reflecting back, summarising, open ended questions).

9.1.4.2 The person dealing with the client needs to be aware of the dangers of dissuading the client from suicide too early in the intervention as this can lead to the client feeling unheard and may act as a barrier to honest and/or continued communication.

9.1.4.3 The person dealing with the client should work with feelings of ambiguity, i.e. not caring about living or dying. The purpose of this is to help the individual to agree that they are not one hundred per cent sure about suicide or that they are able to acknowledge some reasons for living. Once the person is able to do this then agreement should be made that the person will not act on the suicidal thoughts/plans for an agreed period of time.

9.1.4.4 A safe plan should be agreed between the client and person undertaking the intervention. A safe plan would include the following, if relevant:

9.1.4.4.1 A commitment from the person to hold off on undertaking suicide for an agreed period time.

9.1.4.4.2 A disablement of the suicide plan, this may involve handing over the method of suicide (pills, rope, weapons).

9.1.4.4.3 A commitment to make contact through an agreed mechanism if there are further issues or the individual feels that they want to change the plan.

9.1.4.4.4 The immediate and future supports should be explored; this may include the following: doctor, psychiatrist, family members, friends, other relevant

9.1.4.4.5 professionals (services they are engaged with, other counselling services etc.), and suicide support services.

9.1.4.5 An agreement for the next steps in regard to follow up.

9.1.4.6 If the intervention is via the FirstLight Helpline, following the above intervention steps details should be taken about the client's location. If possible, enquire if there is someone you can contact to be with the client. If in immediate danger the Gardaí should be called keeping the client on the line if the client is at

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Registered Charity No. CHY7716

Induction and Policy Manual

immediate risk (near a river or canal, standing on a bridge, rope in hand, weapon in hand).

10 Onwards Referral

10.1 In the following situations the individual should be facilitated to access professional services:

10.1.1 The client should be referred immediately.

10.1.2 The service user is not willing to undertake a safe plan and so poses an immediate risk to themselves. In such cases, the Clinical Services Director or Staff Member may phone the Gardaí.

10.1.3 The Clinical Services Director or Staff Member makes an assessment that there are mental health issues which require a specific mental health intervention, then the client should be referred appropriately to meet their need.

10.2 Where possible, consent for a referral should be sought, it should outline to the client why it is thought that a referral is necessary and what supports may be provided. Note that in accordance with FirstLight's Confidentiality Policy if the individual is at risk to themselves then information may be passed on to relevant professionals without the individual's agreement, although time should always be taken to clearly explain the rationale for the referral and to seek agreement.

10.3 Where possible a family member should be contacted and the client notified, so as to accompany the service user to the referred service, to provide support and ensure appropriate handover.

10.4 In cases where there is a referral to medical / mental health services, one of the following referral pathways should be undertaken:

10.4.1 If the individual has a psychiatrist, contact should be made. If this cannot be done or the individual does not have a psychiatrist, then;

10.4.2 An emergency appointment should be made with the client's GP or prescribing doctor. The doctor will conduct an assessment and if they deem it necessary will write a referral letter to a psychiatric service. If this cannot be done;

10.4.3 Referral into a psychiatric service can be managed through A&E, or in some cases through direct contact with the service. To find out what service is most appropriate. A call should be made to the psychiatric provider in the catchment area where the client lives.

10.5 In the case of under 18s contact should be made with the under 18 Consultant Psychiatrist - see case management guidebook or www.casemanagementguidebook.ie.

11 Referral Following Overdose

11.1 If the individual has taken an overdose of medication, then they should either be taken to A&E in an ambulance or if the overdose was taken in the last 24 hours and there is no immediate risk of unconsciousness then all efforts should be made to obtain an emergency GP appointment. See overdose policy for additional information on procedures in the event of an overdose.

11.2 In the instance that an individual has taken an overdose within the last 24 hours and requires referral to a psychiatric service, in all cases they will need to be taken to A&E prior to admission into any medical/psychiatric service.

Induction and Policy Manual

12 Follow up After a Suicide Intervention

- 12.1 Follow-up to a suicide intervention plan should be a priority for the Clinical Services Director and Staff Members involved. Once initial actions have been undertaken the individual should be offered ongoing formal support.
- 12.2 If the client has a risk assessment the intervention should be recorded with details of the referral made and any follow up.
- 12.3 The team should be informed by the Clinical Services Director so that they can plan for provision of an appropriate service into the future.

13 Suicide Interventions for the Under 18s

- 13.1 In the case of an individual under the age of 18, the same process should be followed. However, the following must be noted:
 - 13.1.1 At some point in the intervention the Staff Member (an outsourced Play Therapist on FirstLight's Register in this case) must ask whether the individual's parent/s or guardian/s can be contacted. If consent is not granted see below:
 - 13.1.2 For individuals under sixteen years where there is a danger to the youth's life or physical safety there is an onus FirstLight to contact a guardian or parent in the case of risk to safety of the child. In the case that this is not possible the HSE child protection services or the Gardaí should be contacted.

14 Staff Supports Following a Suicide Intervention

- 14.1 A Staff Member who has engaged in a suicide intervention will be debriefed by the Clinical Services Director. The purpose of a de-brief is to ensure the Staff Member is able to professionally contextualise the intervention and to offer the chance to talk through what may have been a difficult or stressful experience, as well as highlighting any learning for future interventions of this nature.
- 14.2 If required, a further formal supervision session will be arranged as soon as possible to provide an opportunity to address any remaining issues and concerns.
- 14.3 If a Staff Member finds that due to a suicide intervention issues have arisen for them in the course of their work, they should raise this through supervision.
- 14.4 In the case of a Staff Member, if, following supervision, it is identified that there is a need for additional support the Staff Member has a responsibility to engage in personal therapy to work through the impact of the incident on them personally.

15 Staff and Community Supports Following a Completed Suicide

- 15.1 If a current or ex-client of FirstLight completes suicide, then supports should be made available to impacted Staff Members and other individuals within the workplace.
- 15.2 Appropriate supports should be offered to the family if known to FirstLight. These should be provided based on what is considered appropriate within the context of current service delivery:
 - 15.2.1 Counselling referral or service provision to be offered immediately after the suicide. The offer should also be re-iterated after a few weeks when individuals may be more aware of their needs and able to avail of services.

Induction and Policy Manual

Part two – Self Harm

16 Self-Harm - Overview

- 16.1** Self-harm includes: overdoses, swallowing objects, high risk drug and alcohol use and starvation. It should be noted that there is a link between completion of suicide and individuals previous experience of self-harm.
- 16.2** Conversely self-injury can be an act done to oneself with the intention of helping oneself rather than killing oneself. It is understood that damage is done to the body as an attempt to preserve the integrity of the mind¹. Individuals self-injuring may cut themselves, burn their body, bang their head, throw their body against something hard, punch themselves or stick things in their body. Self-injury can be occasional events or frequently repetitive
- 16.3** A key feature of self-injuring behaviour is the inability of the individual to resist the impulse once the decision has been made, which may have been building for hours or days.

17 Interventions – Overview

- 17.1** Intervention by Staff Members when conducted in an appropriately non-judgmental and empathetic way can have a significant impact on an individual's behaviour and ability to make change.
- 17.2** In any case of suspected self-harm or self-injury the Staff Member should seek to clarify whether the individual is engaged in self-injury or whether the individual is having thoughts of suicide.
- 17.3** If there are thoughts of suicide then this should be dealt with as outlined in the earlier sections of this policy, otherwise the issues should be dealt with initially through a one-to-one intervention, with the focus being dependent on the needs and views of the individual. Generally, the session's focus will fall into one of two categories:
- 17.3.1** Supporting the individual to stop self-injury/self-harm or,
- 17.3.2** Providing a harm reduction session that facilitates the individual to engage in self-injury more safely. It may need to be clarified that the purpose of an intervention is not necessarily to stop the individual from self-injuring if they do not want to. The purpose is to support them to make the safest and best choices for themselves.
- 17.4** Through open discussion try to ascertain the method of self-injury and whether the individual wishes to continue or stop/reduce self-harm /injury. Guidelines for specific interventions are detailed below.

18 Reducing or Stopping Self Injury / Self Harm

- 18.1** Generating alternative behaviours that the sufferer can engage in instead of self-injury/self-harm is one successful behavioural method that can be employed. The following may be useful:
- 18.1.1** Help them to think about their self-injury/self-harm not as a shameful secret, but as a problem that they can be assisted to sort out.
- 18.1.2** Explore other activities or coping mechanisms not related to self-injury/self-harm that can be engaged in when the individual feels an urge to do this. These will be particular to each individual but may include:
- 18.1.2.1** communication such as talking to a friend, family member or professional;
- 18.1.2.2** physical activity such as walking or running;
- 18.1.2.3** creative activity such as writing a diary, dancing or drawing;

¹ Refer to National Institute for Clinical Excellence (NICE) Guidelines, 2004

Induction and Policy Manual

18.1.2.4 relaxation activities such as controlled breathing, meditation, focusing on peaceful or positive images or thoughts etc.

18.1.3 It may be possible for the individual to change the self-injuring behaviour to an activity that is less physically harmful although provides a similar release, such as:

18.1.3.1 using rubber bands that can be pulled and released on the skin,

18.1.3.2 rubbing ice on the area the individual would usually harm or submerging hands into a bowl of ice,

18.1.3.3 using a punching bag or pillows to punch,

18.1.3.4 'harmless' pain can be engaged in, such as eating a chilli or taking a cold shower,

18.1.3.5 using marker to mark the skin or using plasters or bandages on the area.

19 Harm Reduction in Relation to Self-Harm / Self-Injury

19.1 An individual may not wish to stop self-injury/self-harm; in this case the Staff Members role may be to provide immediate harm reduction support and to keep the door open to further interventions when/if the individual is ready to seek change and support. The session may usefully include:

19.1.1 Supports to use alcohol or drugs in a safer way i.e. to reduce overdose.

19.1.2 Information on what parts of the body are dangerous to cut, i.e. near arteries.

19.1.3 Use of sterile equipment, including information on how to sterilise equipment.

19.1.4 Use sharp or appropriate tools, i.e. in the case of cutting to use clean and sharp blades to ensure clean wounds.

19.1.5 To provide first aid information to enable the individual to appropriately clean and dress any wounds.

19.2 In the case that harm reduction is being undertaken the Staff Member should clearly outline their obligations in regard to confidentiality and their duties to protect the individual. The discussion should clarify what actions would mean they would need to extend confidentiality.

20 Referrals in Relation to Self-Harm / Self-Injury

20.1 In the following situations the individual should be facilitated to access professional services:

20.1.2 There are no Staff Members available who are competent to undertake a self-harm /self-injury intervention, therefore necessitating a referral.

20.1.3 The Staff Member makes an assessment that there are mental health issues which require a specific mental health intervention.

20.2 Where possible consent for a referral should be sought, although it needs to be noted that in accordance with FirstLight's Confidentiality Policy, if it is assessed that the individual is at risk to themselves then information may be passed on to relevant professionals without consent. In occasions where there is significant risk of harm to self, staff may contact Gardaí.

20.3 Where possible the Staff Member should accompany the client to the referred service, to provide support and ensure appropriate handover.

20.4 In cases where a referral to medical / mental health services is required, one of the following referrals pathways should be undertaken:

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Induction and Policy Manual

- 20.4.2 If the individual has a psychiatrist, contact should be made. If this cannot be done or the individual does not have a psychiatrist, then:
- 20.4.3 An emergency appointment should be made with the services user's GP or prescribing doctor. The doctor will conduct an assessment and if they deem it necessary will write a referral letter to a psychiatric service. If this cannot be done:
- 20.4.4 Referral into a psychiatric service can be managed through A&E, or in some cases through direct contact with the service. To find out what service is most appropriate a call should be made to the psychiatric provider in the catchment area where the service user lives.
- 20.5 In the case of under 18s contact should be made with the under 18 Consultant Psychiatrist, see case management guidebook for details.

21 Follow up in Relation to Self-Harm

- 21.1 If Staff Members requires support following an intervention in regard to self-harm they should inform their supervisor as soon as possible.
- 21.2 Follow up with the client should take place at least weekly, Staff Members should be direct in dealing with the issue and ensuring the individual is supported and the care plan is followed up with.

Induction and Policy Manual

SECTION 28: TRUSTEE APPRAISAL FORM

Name _____

Date of Review: _____

Joined Board		Due to retire	
Board meetings (possible)		Committee meetings (possible)	
Board meetings (actual)		Committee meetings (actual)	
Other activities during the period:			
What do you feel the Board has done well in the last year?			
What do you feel we need to improve in relation to the Board's work?			
What has been your particular contribution to the Board's work this year?			
Chair's comments			
Plans for Future Involvement			
Learning / Development Needs			

Signed:

Board Member _____

Chair _____

Induction and Policy Manual

SECTION 29: FIRSTLIGHT COMPLAINTS POLICY

APPROVED 8 FEBRUARY 2022

Author:	CEO
Publication date:	3 September 2018
Reviewed by:	Management Team
Approved by:	1 September 2018 Meeting of Council
Reviewed and Approved by:	8 February 2022 Meeting of Council
Effective from:	8 February 2022
For attention of and action by:	Members of the Management Team, staff, interns, contracted psychotherapists/counsellors, volunteers.
Nominated Manager: Fionnuala Sheehan,	CEO

Contents

Section	Content	Page
1.0	Introduction	4
2.0	How can a complaint be made	4
3.0	Time Limit	5
4.0	Matters Excluded	5
5.0	Reporting	5
6.0	Procedures for Managing Complaints	5

Induction and Policy Manual

1. INTRODUCTION

FirstLight is committed to dealing with all complaints in relation to services, service delivery, staff, volunteers and service users in a timely, transparent and professional manner.

FirstLight accepts complaints when it is claimed that our activities have not accorded with fair or sound administrative practice and adversely affect the person by whom or on whose behalf the complaint is made.

Complaints are accepted from:

- Any person who has received or sought services from our organisation;
- Any person who legally has the care of the affairs of that person;
- Any legal representative of the person;
- Any other person with the consent of the person;
- If a person is entitled to make a complaint but is unable to do so because of age, illness or disability, the complaint may be made on that person's behalf by a close relative or carer of the person (parent, guardian, son, daughter or spouse or is cohabiting with the person);
- Any person who is engaged with organisation as a volunteer, member, benefactor or supporter;
- A member of the public.

Anonymous Complaints

Complainants must provide contact details to enable appropriate validation, follow up and investigation of their complaint - unless there is sufficient reason for withholding this information.

If the complaint is made my phone, or in person, the member of staff taking the complaint should encourage the complainant to provide a name and telephone number at which they may be contacted.

All anonymous complaints, both written and verbal, should be brought to the attention of the relevant line manager for a decision as to whether further action is needed.

Advocacy

All complainants have a right to appoint an advocate to assist them in making their complaint and to support them in any subsequent processes in the management of that complaint.

Any form of advocacy used must be agreeable to both the complainant and FirstLight.

2. HOW CAN A COMPLAINT BE MADE?

Complaints to be made by letter, by email or verbally, in face-to-face or telephone communication. All complaints will be documented and dated.

Complainants may lodge a complaint with either a staff member, Senior Manager or the Complaints Officer.

3. TIME LIMIT

Induction and Policy Manual

A complaint must be made within 12 months of the date of the action giving rise to the complaint or within 12 months of the complainant becoming aware of the action giving rise to the complaint.

The FirstLight Complaints Officer may extend the time limit for making a complaint if in the opinion of the Complaints Officer special circumstances make it appropriate to do so. The Complaints Officer must give a decision of extending/not extending the time allowed in writing to the Complainant within 5 working days of making a decision.

TIMEFRAMES FOR FIRSTLIGHT'S RESPONSE

In the case of a verbal complaint a verbal response should be issued as soon as is practically possible and definitely within a 24-hour period.

In the case of written complaints, a written acknowledgement should be issued by the Complaints Officer within 5 working days and investigation should be carried out within 30 working days of the acknowledgement date.

The Complaints Officer should update the Complainant every 20 working days if the investigation exceeds 30 days.

FirstLight must endeavour to conclude the investigation of complaints within 3 months of the receipt of the complaint.

4. MATTERS EXCLUDED

The following matters are excluded from investigation under the complaints policy:

- A matter that is or has been the subject of legal proceedings before a court or tribunal;
- A matter relating to staff recruitment and selection;
- A matter relating to or affecting the terms or conditions of a contract of employment;
- A matter that could prejudice an investigation being undertaken by the Garda Síochána.

5. REPORTING

The Complaints Officer will provide the Officers of FirstLight's Council with a monthly report detailing:

- The total number of complaints received;
- The nature of the complaints;
- The number of complaints resolved by informal means;
- The outcome of any investigations into the complaints.

6. FIRSTLIGHT PROCEDURES FOR THE MANAGEMENT OF COMPLAINTS

STAGE 1

Local resolution at the point of contact. This is the preferred option.

STAGE 2a

Informal resolution

Induction and Policy Manual

STAGE 2b

Formal investigation

STAGE 3

Internal review

STAGE 4

Review by a Review Officer (i.e. by a member of the Board of Directors of FirstLight appointed by the Board.)

STAGES 1 and 2a: LOCAL RESOLUTION AT POINT OF CONTACT

A verbal complaint may be received by a Staff member/Service Manager or the Complaints Officer.

Listen, Empathise, Acknowledge, Identify the issues;

Confirm the details of the complaint with the Complainant;

Identify what outcome the Complainant would wish to result from their complaint;

The recipient of the complaint determines the appropriate management of the complaint;

A complaint form will be completed for all complaints and where possible this will be signed by the Complainant.

STAGES 2b and 3

If the complaint is not resolved at Stages 1 or 2a it will be formally investigated by the Complaints Officer. If the complaint concerns the Complaints Officer, the CEO will appoint an alternative person to formally hear and seek to resolve the complaint.

STAGE 4

If a resolution is not forthcoming at Stages 2 and 3, the complaint and all matters relating to it will be reviewed by the Review Officer who will make a finding and seek a resolution.

A record of all complaints is maintained by the Complaints Officer.

Induction and Policy Manual

SECTION 30: CHILD SAFEGUARDING STATEMENT



FirstLight Child Safeguarding Statement

FirstLight is committed to safeguarding children and young people while they are receiving our services.

FirstLight provides Play Therapy and Adolescent Psychotherapy intervention services to children/young person following the sudden and unexpected loss of a sibling.

FirstLight's services are provided to children/young person on a one to one basis or in a group session depending on what is deemed most appropriate following assessment.

The minimal requirement for supporting a child/young person who has experienced trauma or loss through Play Therapy and Adolescent Psychotherapy is 5 sessions, with the possibility for further sessions as required upon review. A further session is provided to address intake, review and support sessions with Parent/s or Guardian/s, as appropriate.

We have carried out an assessment of any potential for harm to a child/young person while availing of our services. The following areas of risk have been identified along with the procedures we have put in place to manage these risks:

- Suitability for therapy and readiness of the child to engage with it
- Conditions that are inappropriate or counter therapeutic
- If a child/another person is at risk or in danger.

Prior to commencement of Child and Adolescent Therapy, FirstLight will require Parent/s or Guardian/s (whichever is appropriate) to enter into FirstLight's Child and Adolescent Therapy Contract. The purpose of this Contract is to outline

- FirstLight's approach to therapy
- the working assumptions necessary before therapy can begin
- the circumstances or conditions when Play Therapy/Adolescent Psychotherapy services will be terminated
- confidentiality and possible circumstances when it may be breached
- practical aspects of service provision, and
- Consent.

Qualifications and suitability of FirstLight service providers:

- FirstLight requires its therapists to be qualified, accredited and Garda vetted.
- FirstLight requires its staff, therapists, contracted therapists and volunteers to have completed the *Children First* programme.

Induction and Policy Manual

- FirstLight has defined its *Child Protection Policy and Procedures* and communicated them to relevant individuals.
- FirstLight has a *Volunteers Policy and Handbook* outlining the role and responsibilities of Volunteers.

Child collection and parental supervision:

- FirstLight's *Child Collection Policy* is provided to Parent/s, Guardian/s prior to commencement of our service
- *Consent Forms* are required to be completed by parent/s or guardian/s.

FirstLight's Child Safeguarding Statement has been developed in line with requirements under the Children First Act 2015, Children First: National Guidance for the Protection and Welfare of Children (2017), and Tusla's Child Safeguarding: A Guide for Policy, Procedure and Practice. In addition to the procedures listed above in our risk assessment, the following procedures support our intention to safeguard children while they are availing of our service:

Procedures for the management of allegations of abuse or misconduct against therapist/staff/volunteers of a child availing of our service:

- FirstLight's *Complaints Policy and Procedures* and FirstLight's *Whistleblowing Policy* set out the procedures for the management of allegations of abuse or misconduct against therapists/staff/volunteers of a child availing of our service.
- Child welfare and protection concerns will be reported to Tusla/Gardai.
- A Mandated Person has been appointed by FirstLight
- All policies and procedures listed above are available upon request.

We recognise that implementation is an on-going process. FirstLight is committed to the implementation of this Child Safeguarding Statement and the procedures that support our intention to keep children safe from harm while availing of our service.

This Statement will be reviewed on 1 February 2024 or as soon as practicable after there has been a material change in any matter to which the Statement refers.

Signed: 

FIONNUALA SHEEHAN: fionnuala@firstlight.ie

For queries, please contact Georgia Howard, Clinical Services Director,

Email clinicaldirector@firstlight.ie

24 November, 2021

Induction and Policy Manual

SECTION 31: DONOR CHARTER

As a charity seeking donations from the public FirstLight aims to comply with the Statement of Guiding Principles for Fundraising.

Our pledge is to treat all our donors with respect, honesty and openness.

We commit to being accountable and transparent so that donors and prospective donors can have full confidence in FirstLight.

We promise we will effectively apply your gifts to us for their intended purposes.

We commit that you, our donors and prospective donors will:

- Be informed of the organisation's mission, and of the way the organisation intends to use donated resources.
- Be informed of the identity of those serving on the organisation's governing board, and that the board will exercise prudent judgement in its stewardship responsibilities.
- Have access to the organisation's most recent financial statements.
- Be assured your gifts will be used for the purposes for which they were given.
- Receive appropriate acknowledgement and recognition.
- Be assured that information about your donation is handled with respect and with confidentiality to the extent provided by law.
- Expect that all relationships with individuals representing the charity will be dealt with professionally.
- Be informed whether those seeking donations are volunteers, employees of the organisation or hired third party agents.
- Have easily available the agreed procedures for making and responding to complaints.
- Respect your privacy in line with FirstLight's Privacy Policy which can be accessed here.
- Receive prompt, truthful and forthright answers to questions you might have of the organisation.

What to do if you have feedback

If you do have a comment about any aspect of our work, you can contact FirstLight by Email to info@firstlight.ie, by letter (see below), or by telephone. In the first instance, your comment will be dealt with by Andrew Mernagh, andrew@firstlight.ie

Please give us as much information as possible and let us know how you would like us to respond, providing relevant contact details.

We are open 9h00 to 17h30, Monday to Friday.

Write to:

Andrew Mernagh, FirstLight, Carmichael Centre, 4 North Brunswick Street, Dublin 7.

FirstLight, Carmichael Ireland, 4 North Brunswick Street, Dublin 7
Website: www.firstlight.ie : E: info@firstlight.ie : P: 01-8732711
Registered Charity No. CHY7716

Induction and Policy Manual

SECTION 32: FUNDRAISING POLICY

(Incorporating Code of Good Practice)

Introduction

The purpose of this policy is to enable FirstLight to have a clear and consistent ethical policy in relation to fundraising.

Irrespective of any internal delegation procedures within FirstLight, the ultimate responsibility in respect of fundraising practices rests with the legally appointed Council.

The first part of this policy statement will deal with the general governance and ethical position of FirstLight in relation to fundraising and specifically acceptance/refusal of donations, while the second part will deal with our relationship with business, the most common area where ethical issues arise.

The Charities Act 2009 provides guidance in relation to this. However, there are other relevant legal principles that the Board and their advisors should ensure are met when deciding whether or not to accept donations.

The law requires trustees, in deciding whether to accept or refuse a particular donation, to consider which course will, taking an overall view, be in the charity's best interests. The law allows practical and ethical factors to be taken in to account as long as they are ones that are likely to affect the interests of the charity.

Given the difficulties of predicting all the various scenarios that may arise, this policy seeks to provide some general guidance.

The overriding principles are that FirstLight will;

- conduct all fundraising within the law and not damage FirstLight's good name in the pursuit of raising money
- Fundraising methods will never be allowed to exploit our clients or staff or to compromise their situation or reputation.

The first of these overriding principles are a given and may lead to external sanction if fundraising is conducted outside the law. The second principle is an internal matter for FirstLight and is at the core of this paper.

Establishing a policy on the acceptance/refusal of donations

A clear policy on the acceptance/refusal of donations is important for all charitable organisations. Such a policy, acceptable to all those associated with FirstLight and agreed formally by the Council will:

Induction and Policy Manual

- Ensure compliance with legal regulations where appropriate
- Clarify the legal obligations with regard to the acceptance/refusal of donations
- Avoid confusion as to who has the authority to take decisions in differing circumstances
- Help to ensure that decisions are not made on an ad hoc basis but are grounded in the mission and agreed objectives of the organisation
- Provide a clear objective standard against which external regulatory bodies can judge the actions of the charity in cases of potential or actual dispute
- Provide a clear, unambiguous policy statement making decisions intelligible, easier to justify and credible to the public at large
- Protect the reputation of the charity against adverse public reaction from existing or potential supporters

Policy for the acceptance/refusal of donations

1. Responsibility for all decisions rests with the legally appointed Council of FirstLight.
2. The Council will at all times endeavour to take all decisions relating to the acceptance/refusal of donations in the best interests of FirstLight.
3. The Council will aim to demonstrate that they have acted in the best interests of FirstLight irrespective of any individual or collective personal interest or predilection, in each and every case.
4. The Council will be particularly careful when refusing donations based solely on the grounds of expediency, as judged by themselves.
5. The Council will derive no personal benefit (individually or collectively) from donations, loans or other material support offered to FirstLight. Where material personal benefit is tied to support, the support, the benefit, or both will be declined.
6. Where it is clear that the activities of a donor are directly inimical to the objectives of FirstLight, the agreed policies of FirstLight, or to the beneficiaries of FirstLight, the Council may decide to refuse a donation.
7. Where it can be clearly shown that the cost to FirstLight of accepting a donation will be greater than the value of the donation itself, the Council may decide to refuse the donation.
8. Where the offer of support is dependent upon the fulfilment of certain conditions placed upon FirstLight, the Council have the right and may decide to refuse that support.
9. Such cases might exist where;
 - a. any condition linked to the support is, in itself, contrary to the objectives of FirstLight
 - b. any condition linked to the support is regarded as unreasonable in relation to the nature of the support in terms of its size or impact on the work of FirstLight
 - c. where conditions linked to the support will divert FirstLight from pursuing its current objectives, policies or work priorities as a necessary result of the fulfilment of the conditions alone
 - d. where the conditions linked to the support tie the funds and/or property offered to a specific activity, that activity must itself be;
 - e. charitable in nature
 - f. within the scope of legitimate action permitted by the charitable objects of FirstLight and the powers granted to achieve those objects and
 - g. be practically achievable by FirstLight

Induction and Policy Manual

10. Where an offer of support is itself dependant upon FirstLight first spending its own money or resources in order to facilitate the execution of the original offer of support, great care will be taken by the Council to avoid placing charitable assets under undue and inappropriate risk.

11. Practical considerations might mean that an otherwise acceptable donation must be refused.
Such cases might exist:
 - a. Where support is tied to a particular project or activity which whilst reflecting the charitable objectives of FirstLight, is nevertheless impractical, given the current standing of the organisation.
 - b. Where the support is presented in an unconventional manner and the cost of processing the donation exceeds the value of the donation.
 - c. Where the support consists of goods, services or property which FirstLight cannot lawfully use, convert, exchange or sell in direct support of its charitable objects.

12. Where a change in the donor's circumstances prompts a request for the return of all or part of the donation, great care will be exercised by the Council.

13. On occasion, the Council may wish to refuse a donation, or delay its acceptance, with a view to inviting the donor to make the gift in a more tax efficient manner.

Relationship with Business and Corporate Partnerships

The purpose of this section is to enable the staff and management within FirstLight to make clear and consistent decisions regarding the formation of partnerships with the corporate sector.

The fundraising strategy for FirstLight makes reference to the formation of partnerships with the corporate sector. All of FirstLight's relationships with the corporate sector will need to be guided by the organisation's commitment to supporting families that experience the sudden death of a child.

At the same time, opportunities for corporate partnerships are being created by the

- widening role of the private sector in civil society
- growth in mutually beneficial alliances between the corporate and voluntary sectors
- increasing potential to secure corporate support for FirstLight's work
- ability of companies to promote FirstLight's services to a wider audience

Induction and Policy Manual

There is no single, specific statute to guide FirstLight's Council in law in this area. However, there are relevant ethical and other principles that the Council and staff will wish to consider when deciding whether or not to establish a partnership with a particular company. In addition, the Voluntary Fundraising Code arising from the Charities Act 2009 offers high level guidance

Definitions:

For the sake of clarity the following definitions apply in this document:

The "Corporate Sector" means any registered business in Ireland or abroad.

"Corporate Partnership" means a public, active and on-going association with a business, which has been solicited either by FirstLight or the business and has been established for the mutual benefit of the business and FirstLight.

Establishing a policy on the formation of corporate partnerships.

A clear policy on the formation of corporate partnerships is important for all charitable organisations.

Such a policy, acceptable to all those associated with FirstLight and agreed formally by the Council will:

- clarify the considerations which the Council see as determining FirstLight's relations with the private sector
- ensure compliance with legal regulations where appropriate
- help to ensure that decisions are not made on an ad hoc basis but are grounded in the mission and agreed policy objectives of FirstLight
- provide a clear objective standard against which external regulatory bodies can judge the actions of the charity in cases of potential or actual dispute
- provide a clear, unambiguous policy statement making decisions intelligible, easier to justify and credible to the public at large
- protect the image and reputation of FirstLight against adverse public reaction from existing or potential supporters

While the policy cannot anticipate every situation, it can be used as a reference point, against which decisions can be made in the best interests of FirstLight.

Induction and Policy Manual

Policy for the Formation of Corporate Partnerships

1. The formation of corporate partnerships is an important element of the fundraising strategy of FirstLight. Partnerships may be formed as a result of proactive targeting of specific companies or as a result of companies approaching FirstLight.
2. A corporate partnership is defined as a public, active and on-going association with a business, which has been solicited either by FirstLight or the business and has been established for the mutual benefit of the business and FirstLight.
3. All significant new partnerships must be notified and approved by the Council.
4. Partnerships with corporate partners may encompass a range of activities such as;
 - a. Cause related marketing
 - b. Employee Fundraising
 - c. Promotion of FirstLight brand on or with its products
 - d. Joint or sponsored events
 - e. Research projects
 - f. Sponsorship of aspects of FirstLight's services
 - g. Sponsorship of FirstLight publications
 - h. Gifts in kind, such as equipment, vehicles and the use of premises
5. Before forming a partnership with a company an assessment will be made by FirstLight's CEO of the potential benefit and the risks attached to the association. This assessment will take account of the following;
 - a. The financial stability of the company. This may involve scrutiny of the company accounts and an assessment of its financial stability.
 - b. The reputation of the company. If there are any concerns regarding the public image of the company they will be considered with regard to any negative effect this could have on the image of FirstLight – whether or not a negative public image may be justified.
 - c. Exclusions: Companies whose business includes the following will be excluded from a partnership with FirstLight because partnerships with such companies will pose a potentially serious threat to FirstLight's integrity:
 - i. Manufacturers of appliances the purpose of which is to inflict torture
 - ii. Producers of pornographic material or material which may be judged to be abusive of individuals
 - iii. Companies involved in the nuclear industry
 - iv. Any Companies whose activities are inimical to children as decided by the Council from time to time .

Induction and Policy Manual

SECTION 33: PUBLIC COMPLIANCE POLICY

- FirstLight is committed to complying with the Statement for Guiding Principles for Fundraising and has formally discussed and adopted the Statement at a meeting of the governing body.
- FirstLight confirms its commitment to the principles set out in the Statement of Guiding Principles for Fundraising by a statement to that effect in its annual report.
- FirstLight has a Donor Charter which is consistent with the Statement of Guiding Principles for Fundraising.
- FirstLight regularly monitors compliance with the Statement of Guiding Principles for Fundraising and compliance reports are received regularly by the governing body.
- FirstLight considers the Statement of Guiding Principles for Fundraising when planning all fundraising activity.
- FirstLight has a policy on working with third party fundraisers.
- FirstLight provides honest, open and transparent disclosure when fundraising from the public.
- FirstLight has appointed a member of the governing body and/or a senior member of staff to be responsible for compliance with the Statement of Guiding Principles for Fundraising.
- FirstLight ensures that fundraising staff are provided with information and training on the Statement of Guiding Principles for Fundraising and its implementation.
- FirstLight has a feedback and complaints procedure consistent with the Statement of Guiding Principles for Fundraising. Feedback is recorded for review by relevant staff including the governing body. Feedback is responded to promptly and appropriately.
- FirstLight prepares financial reports consistent with the requirements of the Charities Act 2009 which include a statement concerning the extent to which control of the organisation is independent of its funding sources.
- FirstLight ensures that all donations are tracked and recorded and complies with data protection requirements.
- FirstLight is accessible to the public through a number of readily available contact options.

Induction and Policy Manual

SECTION 34: GDPR POLICY

INTRODUCTION

The General Data Protection Regulation 2018 (“The Regulation”) provides rules which apply to the collection, use, disclosure and transfer abroad of information about individuals which includes employee and client personal data. The Regulation set out the principles that First Light must follow when processing personal data about individuals and also gives individuals certain rights in relation to personal data that is held about them.

The aims of this policy are:

- To assist First Light in meeting its obligations under The Regulation
- To regulate First Light’s use of information relating to employees and others who work for First Light, and
- To ensure that employees and others working for First Light are aware of both their rights in relation to the personal data that First Light holds about them, and their responsibilities with regards to personal data they may process about clients and other individuals as part of their job

For ease of reference, this policy refers to “employees”, but it applies equally to others working for First Light.

DEFINITIONS

Below are definitions under The Regulation:

DATA CONTROLLER: the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Data Controller of all Personal Data relating to First Light Personnel and Personal Data used in our business for our own organisational purposes.

DATA PROCESSOR: ‘processor’ means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

PERSONAL DATA: any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person’s actions or behaviour.

DATA SUBJECT: a natural person whose personal data is processed by a controller or processor

GENERAL DATA PROTECTION PRINCIPLES

The Regulation places an obligation on data controllers, such as First Light, to observe the data protection principles. In summary these include that personal data must:

FirstLight, Carmichael Ireland, 4 North Brunswick Street, Dublin 7
Website: www.firstlight.ie : E: info@firstlight.ie : P: 01-8732711
Registered Charity No. CHY7716

Induction and Policy Manual

- Be obtained and processed lawfully and fairly in order to serve a lawful purpose
- Be used and disclosed for specified, explicit and legitimate purposes and not in any manner incompatible with those purposes
- Be adequate, relevant and not excessive in relation the purposes for which they are processed
- Be accurate, complete and up-to-date, any information that is inaccurate in relation to purpose for which it is kept and processed, will be rectified or deleted without delay
- Not be kept for longer than is necessary for the purpose(s) for which it was obtained
- Be processed in line with the rights given to individuals under The Regulation
- Be kept safe and secure in line with The Regulation using the appropriate technical and organisational measures that will ensure appropriate security against unlawful processing and accidental loss, destruction or damage and
- Not be transferred to countries without adequate levels of data protection

FIRST LIGHT GENERAL DATA PROTECTION POLICY

All employees have an obligation to comply with these principles where appropriate and must ensure that all data stored by First Light is accurate.

WHAT IS PERSONAL DATA?

Personal data is data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller. The data protection principles apply to any sort of personal data, which is either electronically processed (e.g. on a database) or which is held or intended to be in a structured filing system (e.g. a set of personnel files).

Certain personal data is classified as “sensitive personal data”. This is personal data relating to a person’s racial or ethnic origin, political opinions, religious or philosophical beliefs, membership of a trade union, physical or mental health, sexual life or any criminal offence or related proceedings. For example, First Light may, where necessary in connection with employment, collect and process sensitive personal data in respect of your health.

Any Personal Data processed by First Light will be kept secure in line with The Regulation and will only be kept for as long as it meets its required purpose.

FIRST LIGHT’S OBLIGATIONS

“Processing” includes the obtaining, recording, keeping and disclosing of data. Generally, processing of employee personal data may only be done with the employee’s consent. However, such consent is not required in certain circumstances, for example where the processing is necessary for compliance with a legal obligation or where the processing is necessary for the performance of a contract to which the employee is a party e.g. an employment contract.

NATURE OF EMPLOYEE INFORMATION

Induction and Policy Manual

First Light holds and processes certain personal information about you as part of its general employee records. The records may include your address, contact details, payroll details, educational history, position, etc. This sort of information is known as “personal data” under The Regulation. Employee information is also held on HR and operational databases. In some cases, the CEO / Manager might also hold employee information in their own files.

Sensitive personal data may include but is not limited to records of sickness absence, medical certificates and medical reports. The purpose of processing this type of information is generally to manage the application process, to administer benefit plans, to monitor and manage sickness absence and to comply with health and safety legislation. If sensitive personal data relating to you is being processed for reasons otherwise than those set out above or otherwise permitted by law, your explicit consent will be sought.

PURPOSE OF PROCESSING GENERAL EMPLOYEE INFORMATION

First Light needs to collect and use personal data about employees for a variety of personnel, administration, work and general business management purposes. These include administration of the payroll system, the administration of employee benefits (such as leave entitlements), facilitating the management of work and employees, carrying out appraisals, performance and salary reviews, operating and checking compliance with First Light’s employment rules and policies, operating First Light’s IT and communications systems, checking for unauthorised use of those systems and to comply with record keeping and other legal obligations.

KEEPING EMPLOYEE INFORMATION

First Light will take steps to ensure that the employee information it holds is accurate and up-to-date. For example, you will be asked to inform First Light of any changes which we need to make to update your employee information (such as a change of address). From time to time you will be asked to supply updated personal information as part of our annual review of personal data held to ensure that First Light meets its data protection obligations. First Light will also take steps to ensure that it does not keep any information about employees for longer than is necessary under the Regulation and other relevant legislation. First Light will put in place a policy for the archiving and/or removal of any personal data that is no longer required as per the relevant legislation and regulation in order to ensure data minimisation.

TRANSFER OF EMPLOYEE INFORMATION

First Light may make some information about you available to First Light’s advisers and/or data processors such as lawyers, accountants, payroll administrators, benefits providers (for example, pension scheme providers), to those providing products or services to First Light (such as IT and other outsourcing providers) and to government and/or regulatory authorities. Personal data will only be shared with such parties if they have a need to know the information for the purposes of providing the contracted services. These recipients may be located outside the European Economic Area. In this case, First Light will agree that the recipients of the information, both within and outside First Light, comply with the contents of this policy and The Regulation.

Induction and Policy Manual

YOUR RIGHTS UNDER THE DATA PROTECTION RULES

The Regulation gives you (and anyone else about whom personal data is held) specific rights in relation to the information that is held about you. The GDPR introduces a right for individuals to have personal data erased ('the right to be forgotten'). Some of these rights are summarised below.

Under The Regulation, you are able to:

- Obtain confirmation that First Light holds personal information about you, as well as a written description of the information, the purposes for which it is being used, the sources of the information and the details of any recipients
- Obtain access to the personal information, which is held about you
- Rectify any inaccurate data held without delay
- Request that personal data be removed/deleted where no compelling reason exists to continue processing such data
- Restrict the processing of personal data under certain circumstances as laid down in The Regulation
- Object to the processing of personal data where First Light does not have compelling legitimate grounds as laid down in The Regulation
- It is important to note that this is not an absolute right to review all the information that is held about you, as there are various exceptions to this right contained in The Regulation. These include:

(a) where personal data is kept for the purpose of preventing, detecting or investigating offences and related matters; and

(b) where the data is an expression of opinion about you given by another person in confidence.

YOUR RESPONSIBILITIES UNDER THE DATA PROTECTION RULES

As well as having rights under The Regulation, all employees when processing personal data must comply with the general data protection rules set out in this Policy. Failure to comply with the rules and requirements in relation to data protection may result in disciplinary action being taken against you.

YOUR PERSONAL INFORMATION

First Light requires certain personnel information which may include but is not limited to the below list. In order to assist First Light in ensuring that your personal information is kept up to date, you should inform the CEO of any changes as they arise;

- CV / Application form
- Qualifications/ Education

Induction and Policy Manual

- Address and other contact details
- Emergency contact name and number
- Bank account details
- Attendance records
- Health and Safety documentation

PERSONAL INFORMATION RELATING TO EMPLOYEES AND CLIENTS

- If as part of your job, you hold any personal information about other employees of First Light, clients or about anyone else, then you also need to take steps to ensure that you are following the guidelines set out below. Please note that the following guidelines apply equally to documents containing personal information, which are kept in files, as well as information, which is kept electronically
- You should not keep personal information about people, which you no longer need, or which is out of date or inaccurate. You should therefore review any personal information that you hold annually, bearing these principles in mind
- All personal information must be kept securely and should remain confidential
- If you receive a request from someone to give them any personal data about an employee or other individual you should refer them to the CEO. If the request relates to a client, you should refer them to First Light's Clinical Director. First Light needs to verify the identity of the person making such a request and has to balance various considerations when deciding whether and how to respond to such request, including compliance with The Regulation. It is therefore important to refer such requests to the CEO or the Clinical Director, as appropriate, so that s/he can ensure First Light's obligations are complied with
- Accessing, disclosing or otherwise using employee records or other personal data without authority will be treated as a serious disciplinary offence and may result in disciplinary action being taken in accordance with First Light's disciplinary procedure up to and including dismissal

If you are unsure about the application of these guidelines to the information you hold as part of your job, you should contact the CEO for further guidance.

BREACH

In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, First Light shall promptly assess the risk to people's rights and freedoms and if appropriate report this breach to Management.

VARIATION

First Light may issue further guidance or make amendments to this Policy from time to time, which will be notified to you.

Induction and Policy Manual

SECTION 35: WEBSITE POLICY

Introduction

FirstLight is committed to protecting and respecting your privacy. This Policy explains when and why we collect personal information about people who visit our website, how we use it, the conditions under which we may disclose it to others and how we keep it secure. We may change this Policy from time to time so please check this page occasionally to ensure that you are happy with any changes. By using our website, you are agreeing to be bound by this Policy. Any questions regarding this Policy and our privacy practices should be sent by email to info@firstlight.ie or by calling us on 01-8732711.

FirstLight, formerly the Irish Sudden Infant Death Association is a registered charity established some 40 years ago (CHY 7716 with the Irish Revenue Commissioners, Registered Charity No.20017651 with the Charities Regulatory Authority and company number 113349). The registered address is Carmichael Centre, 4 North Brunswick Street, Dublin 7. FirstLight's purpose is to provide professional, qualified support to parents and families who have lost a child suddenly. Through understanding their grieving process and receiving help in dealing with bereavement from appropriately trained professionals, families can learn to live with their loss and begin rebuilding their lives. They can find the FirstLight.

FirstLight's services are provided nationwide, free of charge, and include crisis intervention, individual counselling and psychotherapy, couple counselling and psychotherapy, structured group therapy, home visits, a befriending service and National Lo-Call helpline.

FirstLight provides training in bereavement to frontline health, paramedic, Gardai, and related service providers. FirstLight receives some State funding and relies substantially on the generosity of its corporate supporters, volunteers and the general public to provide its critical services.

How do we collect information from you?

We obtain information about you when you use our website, for example, when you fill in forms on our site, when you contact us about FirstLight and our services, or purchase products and services, to make a donation, or if you register to receive information from us. We may collect and process data about you from information that you provide when placing an order with us by telephone (this includes your name, address and payment details). If you contact us in writing or by telephone, we may keep a record of that correspondence, and we may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

What type of information is collected from you?

The personal information we collect might include your name, address, email address, IP address, and information regarding what webpages are accessed and when. If you make a donation online or purchase a product from us, your card information is not held by us, it is collected by our third party payment processors, who specialise in the secure online capture and processing of credit/debit card transactions, as explained below.

How is your information used?

FirstLight, Carmichael Ireland, 4 North Brunswick Street, Dublin 7
Website: www.firstlight.ie : E: info@firstlight.ie : P: 01-8732711
Registered Charity No. CHY7716

Induction and Policy Manual

We may use your information to:

- process a donation that you have made which will include administrative functions such as receipting the donation and contacting you for the purposes of the governments Charitable Donation Scheme if you have donated over €250 in a tax year;
- process orders that you have submitted;
- send you communications which you have requested and that may be of interest to you, where you have consented to be contacted for such purposes. These may include our Newsletter, information about our conferences, campaigns, appeals, other fundraising activities, education, training and events that we hold;
- process a job application.

We review our retention periods for personal information on a regular basis. We are legally required to hold some types of information to fulfil our statutory obligations. We will hold your personal information on our systems for as long as is necessary for the relevant activity.

Who has access to your information?

We will not sell or rent your information to third parties. We will not share your information with third parties for marketing purposes. We may pass your information to our third party service providers for the purposes of completing tasks and providing services to you on our behalf (for example to process donations, claim tax back from the Revenue Commissioners or send you mailings). However, when we use third party service providers, we disclose only the personal information that is necessary to deliver the service and we have a contract in place that requires them to keep your information secure and not to use it for their own direct marketing purposes. When you are using our secure online donation pages, your donation is processed by a third party payment processor, who specialises in the secure online capture and processing of credit/debit card transactions.

We use appropriate technical and organisational measures to protect your information. For example, your personal data held by us is subject to access restriction. Our employees must use password-protected log-in screens to gain entry to such restricted information. All employees are provided with training to help keep them up-to-date on our security and privacy practices.

Unfortunately, the transmission of information via the internet is not completely secure. We will do our best to protect your personal data, but cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

If you have any questions regarding secure transactions, please contact us.

Your choices and how you can access, update and delete your information

You have a choice about whether or not you wish to receive information from us and you have the right to ask for a copy of the information we hold about you. If you do not want to receive direct marketing communications from us about the vital work we do and our range of products and services, then you can select your choices by ticking the relevant boxes situated on the form

FirstLight, Carmichael Ireland, 4 North Brunswick Street, Dublin 7
Website: www.firstlight.ie : E: info@firstlight.ie : P: 01-8732711
Registered Charity No. CHY7716

Induction and Policy Manual

on which we collect your information. We will not contact you for marketing purposes by email, phone or text message unless you have given your prior consent. We will not contact you for marketing purposes by post if you have indicated that you do not wish to be contacted. You can change your marketing preferences at any time by contacting us by email on info@firstlight.ie or by telephone on 01-8732711. The accuracy of your information is important to us. If you change email address, or any of the other information we hold is inaccurate or out of date, please contact us by email on info@firstlight.ie or by telephone on 01-8732711.

Security precautions in place to protect the loss, misuse or alteration of your information

When you give us personal information, we take steps to ensure that it's treated securely. Credit or debit card details are encrypted and protected. When you are on a secure page, a lock icon will appear on the bottom of web browsers such as Microsoft Internet Explorer. Non-sensitive details (your email address etc.) are transmitted normally over the Internet, and this can never be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure its security on our systems.

Use of 'cookies'

Like many other websites, FirstLight uses cookies. 'Cookies' are small pieces of information sent by an organisation to your computer and stored on your hard drive to allow that website to recognise you when you visit. They collect statistical data about your browsing actions and patterns and do not identify you as an individual.

Links to other websites

Our website may contain links to other websites. This privacy policy applies only to our website, so we encourage you to read the privacy statements on the other websites you visit. We cannot be responsible for the privacy policies and practices of other sites even if you access them by using links from our website. In addition, if you linked to our website from a third party site, we cannot be responsible for the privacy policies and practices of the owners and operators of that third party site and recommend that you check the policy of that third party site.

Review of this Policy

We keep this Policy under regular review.

FirstLight

Supporting Suddenly Bereaved Parents & Families

In partnership with:



Property of the Irish Sudden Infant Death Association t/a FirstLight. 2020

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