

Employee Assistance Programme 2025-26

FORM OF CONTRACT

This contract is made on the 1/8/2025

BETWEEN

1. De Montfort University of The Gateway, Leicester LE1 9BH (the "Customer"); and
2. PAM Wellbeing Limited whose registered office is 9 Lakeside Drive (also known as 820 Mandarin Court), Centre Park, Warrington, WA1 1GG, whose company number is 07475231 (the "Service Provider")

WHEREAS the Customer wishes to have provided the following goods and/or services namely Occupational Health Services;

NOW IT IS AGREED THAT

The Service Provider will provide the services in accordance with the Contract Schedule and the terms of De Montfort University's *Standard Terms and Conditions for the Purchase of Goods and Services*.

The Customer will pay the Service Provider the amount due as laid out in the Contract Schedule.

The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:

- The Contract Schedule
- *Standard Terms and Conditions for the Purchase of Goods and Services*



DMU Standard T&C - Goods & Services.pdf

By signing this Agreement in the spaces below, the Parties named have accepted that a Contract is made between the Parties subject to the provisions set out in this Agreement.


Signed for and on behalf of
De Montfort University

Signed for and on behalf of
PAM Wellbeing

Name: James West

Name: Stefan Jagielski

Signature: 

Signature: 

Position: Category Manager

Position: Commercial Director

Date: 1/8/2025

Date: 8th July 2025

Contract Schedule

1. TERM

Commencement Date: 1st August 2025

Expiry Date: 7th July 2026

2. SERVICE SPECIFICATION

BACKGROUND

The EAP service is part of our well-being offer to employees and is a critical part of enabling delivery of the Healthy & Inclusive goals within our People strategy.

The purpose of the tender exercise is to secure an EAP provider to ensure that we continue to have a cost effective, high quality EAP in place for our employees and where appropriate their partners, spouses or dependants (aged between 16 – 24 in full time education/apprenticeship).

OVERVIEW

The University is looking to appoint an EAP provider to help support the staff (and their partner, spouse, dependant for counselling services) via a 24/7, 365-day helpline and online support services. The helpline must include a referral service for face to face structured counselling. The services should be available to all staff members – circa 3,000 (and include partner, spouse, dependents for counselling services) should they choose to access them.

The Services shall be made available to all personnel including those working remotely, both in the UK and overseas. The services should be accessible to those with speech/ hearing difficulties and for those with visual impairments for any services that are available online. Confidentiality will be crucial at all times, all personnel delivering these services should be fully conversant with the requirements and limitations of patient and client confidentiality, in particular there is a responsibility to escalate matters where there are issues of child protection, a threat to Health and Safety, a risk of harm to self or others, or prevention of a crime or terrorist act.

The successful contractor MUST be a registered EAP provider with UK EAPA.

CORE REQUIREMENTS

The University requires a holistic approach to Employee Assistance and is seeking a service which provides advice and support by suitably qualified individuals

Telephone Helpline

Available 24 hours a day, 7 days a week and 365 days a year (366 days in a leap year) providing eligible persons with immediate help and support including but not limited to the following areas:

- Organisational and workplace matters
- Performance at work
- Bullying / harassment / intimidation / discrimination
- Redundancy/redeployment
- Traumatic incidents and post-traumatic stress
- Psychological/emotional issues including stress / anxiety / depression / eating disorders etc
- Marital, family and relationship difficulties including domestic violence and abuse
- Addictive behaviour including alcohol/substance misuse/gambling
- Bereavement/family illness
- Personal legal advice

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- Retirement
- Physical and mental well-being promotion and awareness: lifestyle, exercise, diet and general well being
- Care problems related to childcare/eldercare/disability care
- Financial/Debt management
- Acts of discrimination or victimisation include sexual/racial assault and abuse
- Whistle blowing
- Redeployment/relocation/redundancy
- Support for all parties involved in formal work investigations both during and following the investigation/hearing
- Health concerns including physical and mental health

The phone line will be a Freephone number, accessible from UK landlines, mobile telephones and overseas, via a UK dialling code.

Online Presence

A portal available 24 hours a day, 7 days a week and 365 days a year (366 days in a leap year) which can be branded to De Montfort requirements and which offers support including but not limited to:

- Details of how to access the services
- Details of services that are freely available
- Self-help guides and fact sheets in downloadable formats
- Promotional materials and events in order to raise awareness of key themes e.g. alcohol, mental health, weight, sleep, smoking etc.

Counselling

Up to 6 structured telephone and/or online counselling sessions, per issue, per year for the employee, partner or spouse and dependents (between ages of 16-24 in full time education).

Using an accepted measure to demonstrate the impact of the intervention, e.g. GAD-7, PHQ-9

A referral service for face-to-face structured counselling:

- 6 sessions per person, per issue, per contract year
- First counselling session arranged within 48-72 hours of initial assessment
- First counselling session to take place within 5 days of referral to the allocated counsellor
- Counselling cases linked to a counsellor within 24 hrs.
- For urgent cases the first counselling session should be held within 24 hours of first contact
- Face to face appointments should be within a reasonable travelling distance. No more than one hour travelling distance from the personnel's place of work/home address by public transport.

Ability to allocate suitable counsellors with specific specialisms including but not limited to:

- Bereavement
- Marital / Family /Relationship issue, family and relationship difficulties and violence / domestic abuse / aggressive behaviour
- Addictive behaviour including alcohol/substance misuse/gambling
- Trauma

Other core requirements:

- A managers' helpline providing assistance and support to managers on supporting staff with concerns at work.
- Medical information (available Mon-Fri, 9am-5pm).
- Ability to demonstrate return to work as a result of intervention where staff are absent.
- Supplier shall have a documented case management process in place.
- Provision of quality promotional materials to promote the service which can be De Montfort-branded.
- Provision of a series of on-going publicity and general promotional material and initiatives through the term of the contract to highlight awareness of the Service and encourage uptake and use of the service by De Montfort personnel.
- A dedicated Account Manager with regular face to face contract meetings, as a minimum quarterly.
- Telephone support for relevant authorised users with the authority to invoke critical incident support to provide immediate advice and recommendations regarding appropriate actions to support those affected.
- Providers should be clear to indicate any additional value for the price quoted which may include services such as signposting to additional support such as:
 - Multilingual telephone service
 - Multilingual online service

ADDITIONAL SERVICES

It is anticipated that additional services will be available in addition to the core requirements, including but not limited to:

- Additional structured counselling sessions, over and above the sessions referred to above, either face to face, telephone or online, as agreed by the line manager/budget holder.
- Cognitive Behavioural Therapy sessions either face to face, telephone or online, as agreed by the line manager/budget holder.
- Ad hoc Trauma/critical incident counselling to be provided onsite within 24 to 48 hours by trained counsellors, together with follow-up trauma/critical incident counselling at venue to be agreed with the customer either on or offsite.
- Provision of First Aid and/or Mental Health First Aid England (Adult) training courses.

KEY PERSONNEL

The supplier shall ensure that personnel utilised to deliver the contract are suitably experienced, skilled and qualified to deliver the services for which they are employed.

Counsellors providing remote or face to face counselling should be qualified to a minimum level 4 diploma in counselling and be accredited with the BACP (British Association for Counselling & Psychotherapy) or the NCS (National Counselling Society)

The supplier shall ensure that all personnel are fully trained in all applicable laws relating to client confidentiality.

All personnel will have been fully security vetted and have DBS checks

MANAGEMENT INFORMATION

It is anticipated that quarterly meetings with the nominated University Contract Manager will be required and that as part of these meetings the successful tenderer will submit management information that addresses the performance of the contract such as (but not limited to):

- Utilisation report by type of activity/category (number of contacts and face to face counselling sessions, calls logged by type, online hits by type)

- Nature/range of issues brought to the Service
- Work related calls by type/activity
- Demographic profile of users - gender, age, race, disability (if declared)
- Usage of services by University department (if declared)
- Users' views and evaluation
- Specific issues or areas of concern from the Counselling Service
- Any additional information as appropriate

Full co-operation with any independent audit the Customer may require.

3. SERVICE PROVIDER SOLUTION

PAM Wellbeing services proposal as submitted to DMU 17th May 2021 and as subsequently clarified with DMU in interview session 28th June 2021 and via In-Tend portal 28th June 2021 and 1st July 2021.



Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables:

- Jemini Nayee – Account Manager
- Laura Jordan – Account Director

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones

Full contract provision shall be in place effective from 1st August 2025.

Critical Service Failure

In relation to the core services of Telephone Helpline and Online Presence, cover is required 24 hours per day, every day of the year. A Critical Service Failure shall mean a loss of these services on more than one occasion in any three (3) Month period.

Monitoring

Quarterly meetings with the nominated University Contract Manager will take place, as laid out in the Specification and as agreed between the two parties.

Management Information

Management Information to be provided on a quarterly basis as part of the regular contract meetings, as laid out in the Specification and as agreed between the two parties.

5. CUSTOMER RESPONSIBILITIES

In line with Specification (See 2. *DMU Service Specification*, above)

6. CHARGES AND PAYMENT

The contract is awarded at a charge of **£7.33 per head**, based on an updated current headcount (this is currently c.2500, meaning a projected annual cost of £18,325.00 – DMU to provide updated headcount periodically, and PAM Wellbeing to invoice accordingly).

Payment will be subject to the University's standard payment terms and on receipt of a correct and accurate invoice.

7. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this section of the Contract Schedule.

Identity of the Controller and Processor

The contact details of the Controller's Data Protection Officer are: David Parkes (De Montfort University): 0116 7507150, dpo@dmu.ac.uk

The contact details of the Processor's Data Protection Officer are: Pippa Boulton, Data Protection Officer (PAM Group), 01925 227000, data.protection@pamgroup.co.uk

Subject matter of the processing

Data processed to support provision of Employee Assistance Programme for DMU employees and where appropriate their partners, spouses and dependants.

Duration of the processing

For duration of the contract, i.e. from 1st August 2021 until 7th July 2026 (or point of contract expiry/termination if before this).

Nature and purposes of the processing

Managing the obligations under the Call Off Contract Agreement, including provision of the Services as outlined, exit management, and other associated activities.

Type of Personal Data

Including but not limited to:

- Workplace address
- Workplace Phone Number
- Workplace email address
- Names
- Job Title
- Compensation
- Tenure Information Qualifications or certifications
- Nationality
- Education & training history
- Previous work history
- Personal Interests
- References and referee details
- Driving license details
- National insurance number
- Bank statements
- Utility bills
- Job title or role
- Job application details
- Start date
- End date & reason for termination

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- Contract type
- Compensation data
- Photographic facial Image
- Biometric data
- Birth certificates
- IP address
- Details of physical and psychological health or medical condition
- Next of kin & emergency contact details
- Record of absence, time tracking & annual leave

Categories of Data Subject

DMU employees and where appropriate their partners, spouses and dependants.

Plan for return and destruction of the data once the processing is complete unless requirement under law to preserve that type of data

Data shall be retained for the duration of the contract, following which it shall be returned to DMU or appropriately and securely destroyed.