

# EAP SERVICE LEVEL AGREEMENT

**THIS AGREEMENT** is made **BETWEEN:** HEALTH MATTERS UK LIMITED of Portland House, 29 Portland Street, Leamington Spa, Warwickshire, CV32 5EY asking as agent for PERSONAL PERFORMANCE CONSULTANTS UK LIMITED (hereinafter called "PPC") **AND** the Customer **WHEREAS** The Customer wishes to use the services of PPC to provide an Employee Assistance Programme ("EAP") to Eligible Persons on the terms and conditions set out in this Agreement.

## Schedule A. The Service

1. 24 hours access to telephone counselling with immediate crisis intervention or counselling support.
2. Telephone Debt counselling advice through trained debt counsellors to provide assistance with multiple debts and recommendations for options available to the caller.
3. Telephone access to CAB Information services through experienced advisors on a broad range of issues including consumer enquiries, tenancy matters, state benefits and entitlement information etc.
4. Telephone access to Dependent Care advice through specialist advisors providing information and guidance on issues ranging from identifying appropriate care homes, caring for adult relatives to benefits and allowances etc.
5. Telephone access to Childcare through specialist advisors who provide advice and guidance on a range of childcare issues ranging from parents rights, childcare options including au pairs, nannies, childminders, sourcing and appraisal of nurseries to general childcare issues.
6. Telephone access to Financial advice through specialist financial advisors to provide guidance on a wide variety of personal financial matters including but not limited to mortgages, pensions and taxation matters.
7. Telephone Legal advice through qualified and experienced solicitors, barristers and legal executives to provide advice and guidance on all personal legal issues including matrimonial, consumer, tenancy and employment etc.
8. Access to Management Consultation and Management Referrals to the managers of the Customer
9. Access to 24 hour Critical Incident Support through critical incident service specialists for management coaching and support, assessment of services needed including defusing and follow on post traumatic stress counselling. On-site Critical Incident Support is offered on a fee for service basis at fees £850 per day per clinician (ex VAT).
10. Access to PPC Online, a health, wellbeing and information resource containing an extensive range of fact sheets and links to expert agencies, including a dedicated management section for those with line management responsibility
11. Up to 6 face to face counselling sessions per counselling episode (case) **(OPTION 3 ONLY)**

## Schedule B. Service Level Standards

1. On average 95% of calls to the EAP will be answered within 15 seconds.
2. Fully trained and experienced Telephone Counsellors will be available at all times.
3. 24-hour access to telephone counselling with immediate crisis intervention.
4. Where face-to-face counselling is offered, PPC expects contact with the employee to be established by the appointed counsellor within 48 hours.
5. Where face-to-face counselling is required, and is included unless otherwise determined by the caller, we aim to offer clients an appointment with a designated affiliate counsellors as follows:
  - Emergency cases within 4 hours
  - Urgent cases within 24 hours
  - Routine case within 5 working days
6. Access to the number of face-to-face counselling sessions per counselling episode (case), which is clinically appropriate (within the maximum specified by the contract).
7. All network counsellors have been recruited in accordance with the criteria set out in PPC's Recruitment Manual.
8. All network counsellors are required to demonstrate evidence of regular external supervision. In addition, their work is closely monitored by PPC's internal Case Management system.
9. The Eligible Person should not have to travel more than 30 miles from either their home or place of work (as determined by them), except where it may be in the Eligible Persons best interest to do so.
10. Where referral to longer-term assistance is required, PPC will ensure effective management onto other agencies/medical practitioners.
11. Where financial advice or information is requested the appropriate advisor will establish contact with the employee within 48 hours
12. Management Referrals will be handled by PPC in a professional manner providing information limited to the Client Confidentiality Clause 5.1.3 of this agreement.
13. PPC has a clear and efficient complaints procedure.
14. Critical Incident responders meet PPC's recruitment criteria and in addition are trained and experienced in post-traumatic intervention. Debriefing services are usually offered within 48 - 72 hours post incident.

# TERMS AND CONDITIONS

**1. Definitions**

- 1.1 Service – as defined in the Service Level Agreement.
- 1.2 Commencing Date – the date from which the Service will be provided as indicated in the Service Level Agreement.

**2. Service**

- 2.1 Subject to the terms of this Agreement and in consideration of the Customer paying the Fee PPC agrees to render the Services to the Customer in accordance with the Service Levels with effect from the Commencement Date.
- 2.2 PPC Worldwide will use its reasonable endeavours to ensure the provision of an efficient and timely Service to the Customer.

**3. Term**

- 3.1 This Agreement shall have an initial term of one year, and will continue thereafter until terminated by either party giving to the other not less than ninety days prior notice in writing.

**4. Fees**

- 4.1 Payment shall be made by cheque payable to Health Matters (UK) Ltd or by BACS – details available on request.

**5. Confidentiality**

- 5.1 PPC Worldwide undertakes to treat as confidential all the Client data and shall not divulge the whole or any part thereof save to those entities identified in the Service Level Agreement and;

- 5.1.1 where it is legally required to do so.
- 5.1.2 where PPC consider disclosure is reasonably required to avoid a serious danger of damage to health or safety.
- 5.1.3 to advise the source of referral of an individual in confidence as to whether he or she is attending counselling sessions and co-operating with any counselling plan.

5.1.4 in the provision of statistics to the Customer as part of the Services and as reasonably required for production of PPC's own statistics and reports and carrying out of checks and audits but without disclosure of identity.

5.1.5 where prior written consent has been obtained from the individual.

5.2 The Customer undertakes that the Client data will not contravene any applicable part of the Data Protection Act.

**6. Liability and Warranty**

6.1 The liability of PPC Worldwide to the Customer in respect of any direct loss or damage caused to the Customer, however arising, shall, save to the extent that such liability is excluded hereunder, be limited to and shall not in any circumstances exceed the amounts paid to PPC Worldwide by the Customer in the three months preceding the date on which the incident giving rise to the liability occurs.

6.2

**7. General**

- 7.1 PPC Worldwide shall not be liable for any delay in performance, or non-performance, of any of its obligations hereunder caused by circumstances beyond PPC Worldwide's reasonable control (including, without limitation, any form of industrial action).
- 7.2 The Client may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of PPC Worldwide.
- 7.3 This Agreement supersedes all prior Agreements arrangements and undertakings between the parties relating to the provision of an Employee Assistance Programme. No modification of or addition to this Agreement shall be binding upon the parties unless made in writing and signed by a duly authorised representative of each of the parties.
- 7.4 This Agreement shall be governed by English Laws.

Signed for and on behalf of PPC Worldwide:	Signed for and on behalf of the Customer by a duly authorised representative:
By: (Print Name)	By: (Print Name)
Job Title:	Job Title:
Signature:	Signature:
Date:	Date:

