



3 Specification – Lot Three

Contract Reference

T00316HR

Contract Title

Employee Assistance Programme (EAP)

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1 Minimum and Mandatory Requirements

This Specification sets out the Authority's minimum requirements in relation to the provision of Employee Assistance Programme. It is the Authority's expectation that all Applicants meet these minimum requirements and will demonstrate this in their responses to the Method Statements and Technical Questions within 4 Stage Two Tender Submission.

The Authority has set out a number of Mandatory Requirements within this Specification, these are identified with the inclusion of the wording *(Mandatory Requirement)* against whole sections or individual requirements. Applicants will be required to confirm their compliance with these Mandatory Requirements within their Stage Two Tender Submission.

2 Specific Requirements

2.1 Overall Scope and Nature of the Requirement

2.1.1 *(Mandatory Requirement)* This service is required for the Authority's directly employed staff and also customers of the Authority such as Schools, Academies and other third party organisations who purchase Human Resources (HR) services from the Authority through a Service Level Agreement.

The Authority requires a confidential Employee Assistance Service (EAP) that will provide support by qualified and experienced staff via a helpline on a 24 hours a day/7 days a week basis for 365 days per year. This would be a free employee phone helpline, and advice and guidance on a wide range of topics which may be required by individuals from time to time, this may include but not limited to:

- legal advice;
- advice on managing money, including debts;
- new employment and returning to work;
- advice on mental and physical health as well as illness issues;
- personal relationships and family issues;
- home buying and moving house;
- work responsibilities & retirement issues;
- stress, both personal and work based.

2.1.2 Counselling specialists should also be available to offer support in areas such as long-term ill health, mental and emotional wellbeing, relationship and family problems, bereavement, suicide, depression, domestic abuse and violence, critical incident or post-traumatic stress, anxiety and stress.

2.1.3 The EAP service will be provided following self-referral by an individual. The helpline service will compliment the Face to Face Counselling Service (Lot 2).

2.2 *(Mandatory Requirement)* Delivery of Services

2.2.2 Access to the service will be available across all the customer's and associated customers' locations with as little disruption to the user's day to day duties as possible. Access from abroad, where required and within reason, will also be

available via web based and telephone facilities. Full accessibility for all is important, including alternative delivery formats, for example text-phone, Braille, etc.

- 2.2.3 Equally critical to supporting the customer's workforce is safeguarding in all its forms. The successful Applicant will therefore be expected to familiarise themselves with the approach taken on any related issues and if required, form working relationships with other agencies specific to supporting vulnerable adults and children along with those employed to support them.
- 2.2.4 Strict adherence to confidentiality is expected and all employees using this service must be assured of the confidentiality of the service. The exceptions to this would be in circumstances where the counselling service judged the employee to be a danger to themselves or the public and cases of high risk to service, professional or personal reputation. Protocols will be agreed by the customer with the Provider to deal with cases where confidentiality may need to be breached.
- 2.2.5 The successful Applicant must ensure that all management information provided maintains the anonymity of employees who have used the service.
- 2.2.6 The successful Applicant must be fully compliant with UK EAP Standards of Practice and follow professional guidelines.
- 2.2.7 The Provider will be required to answer all telephone calls within 5 rings by a trained member of staff who is capable of assessing an individual's needs, effectively signposting where required.
- 2.2.8 The on-line counselling advice will be structured and offer, on line CBT or recommendation for face-to-face support, following the assessment of the individual's needs and the most appropriate therapeutic interventions.
- 2.2.9 Where longer term or open ended support is required by an individual, it is a the Provider must give advice, signposting to appropriate external sources of support or to the Council's Occupational Health Provider and other face to face Counselling Service where appropriate.

2.3 Service Provision

- 2.3.2 The successful Applicant will have the ability to deal with fluctuations in use of the services due to re-organisation which could affect numbers of people employed throughout the period of the contract.
- 2.3.3 The successful Applicant will ensure they remain informed of emerging organisational needs in order to develop additional services the customers may use, which are consistent with and complementary to the core EAP functions.
- 2.3.4 The successful Applicant will assist the customer in promoting the service through a variety of methods, taking full account of the specific and diverse needs of those in the organisation.
- 2.3.5 The successful Applicant will work directly with the Council's HR team, occupational health and face to face counselling service providers as necessary to ensure they are proactively promoting all on-line products and services covered and any specific timed promotions.

2.4 Systems

2.4.2 A web-based system will be available and maintained by the Provider, containing information of the EAP services available and how to access them. Please refer to sections

and

of Volume 3 Specification – Lot One - Occupational Health Services.

2.4.3 The system will have a dedicated member login area and will allow an employee to request advice via the system and all mobile platforms and devices, including a call back facility for the initial consultation.

2.4.4 The system must be secure and access restricted via a username and password login with appropriate security protocols in place to prevent unauthorised access.

2.4.5 The system will also contain an extensive and ongoing series of promotional campaigns and online resources and articles, examples of which may include good mental health, money management, debt planning, workplace, etc.

2.4.6 The system should provide access to management reports and real time dashboard information.

2.5 Publicity and Promotion of the Service

2.5.2 Prior to the commencement of the contract, the Provider will be expected to attend the customer's premises for promotional days. These include making presentations to key employees about the services to be provided as appropriate to the customer and to gain a greater understanding of the diversity of the organisation.

2.5.3 The Provider will ensure that prior to the commencement of the contract, adequate promotional materials are provided to inform employees of the service and that these are maintained and updated as required. The content and issuing of all publicity materials must be agreed by and undertaken in consultation with the customer's contact.

2.5.4 In conjunction with the customer, during the life of the contract the Provider should take steps to ensure continued promotion of the services that are available to employees to help ensure that all employees are aware of the service provided.

2.6 Health and Wellbeing Programmes

2.6.2 The Provider will be expected to initiate and / or participate in a series of targeted health and wellbeing programmes, in order to address the generic health needs of customer employees. It is expected that these will include pro-active work in relation to reducing stress, poor mental wellbeing and musculoskeletal problems and in promoting healthy living and working for employees.

2.6.3 The exact details of these programmes will be agreed between the Provider and the customer's and may be either local (informed by data from Management Information reporting) or based on regional or national campaigns.

2.7 Integrated Services

- 2.7.2 Where required, the Provider must be willing to work with the customer and the other, complimentary employee wellbeing contractors to provide a robust and integrated service to employees. This may include joint wellbeing campaigns and / or signposting of other services available.

2.8 Additional Requirements

- 2.8.2 Please note, some customers may wish to extend the Employee Assistance offering to immediate family members of the employee. This is not a requirement of the core specification, which is to provide for employees only.
- 2.8.3 For information purposes only, there is however within the Volume 5 Pricing Submission, an ability for bidders to provide an alternative headcount rate to provide the service for immediate family also. Bidders are required to enter the rate for both the employee only; and for family members also (if available). If you do not charge extra for immediate family members to access the service please simply enter the same rate in both fields.
- 2.8.4 Any arrangement to provide the service to immediate family is made on an individual customer basis and forms part of the call off contract agreement with the Provider.

2.9 Contract and Performance Review Requirements

2.9.1 Key Performance Indicators & Management Information

The following management information will be supplied as a minimum by the Provider to the Authority, based on the Key Performance Indicators, as part of the standard contract charges and will be at no additional cost. Any further reports required will be agreed between the Authority and the Provider and may incur additional cost.

All management information will be in a format that provides a breakdown by department/function/staff group.

Service Required	Key Performance Indicators	Target	Management Information Required
Service Delivery			
1. Telephone Helpline and Employee Information	Telephone answered within 20 seconds	95%	Number of calls Type of support requested, support provided
	Information not available from databases or in-house experts will be researched and a response given to the enquirer within three working days.	95%	Commentary on trends, issues and recommendations on improving utilisation of the service

Service Required	Key Performance Indicators	Target	Management Information Required
2. Employee Assistance and Counselling	Initial response & acknowledgement to employee for counselling request within one working	100%	Scheduled MI reports Anonymous customer survey results
	All requests for counselling to be booked within two days.	90%	
	First counselling session to take place within five working days, subject to the employee's availability.	90%	
User Satisfaction			
3. HR Functions	HR function service delivery rating 'Satisfied' or above	95%	Questionnaire % Satisfaction
4. Employees	HR function service delivery rating 'Satisfied' or above	95%	Questionnaire % Satisfaction

Description	Key Performance Indicators	Target
1. Telephone helpline & Employee Information	Telephone answered within 20 seconds	95%
2. Employee Assistance and Counselling	Initial response & acknowledgement to employee for counselling request within one working day	100%
3. Employee Assistance and Counselling	All requests for counselling to be booked within two days.	90%
4. ICT System access	Access to health and wellbeing website 24/7 – 365 days per year	98%
	Unplanned downtime to be no more than 24 hours in any one instance during the reporting period	100%
1. Line Managers	Service delivery rating 'Satisfied' or above	95%
2. HR Functions	Service delivery rating 'Satisfied' or above	95%

Description	Key Performance Indicators	Target
3. Employees	Service delivery rating 'Satisfied' or above	95%

Service Required	Key Performance Indicators	Target	Management Information Required
Contract Management			
1. Issues Management	Issue Acknowledgement and initial resolution plan relayed to customer within one working day of identifying a problem or problem being flagged	100%	Issues log detailing mitigating actions / resolutions
	Issue resolved within 5 working days	95%	
	Issue resolved within 10 working days	100%	
2. Invoicing	Accurate invoice sent within three working days of month end	100%	Service level reports and costs
3. Formal Compliments and Complaints	All complaints acknowledged within one working day of receipt.	100%	Compliment and Complaint Report
	Escalated (if not resolved) within three working days of receipt of complaint.	100%	Number of compliments and complaints – data to be included in management reports.
	Written response to complaint within ten working days.	100%	
4. Extraordinary Meetings	Requests from either party to be actioned by the other party within two working days	100%	Purpose of meeting and supporting papers
	Meeting to take place within 5 working days of request being made.	90%	Agreement to face-to-face meeting or conference call
5. Management Information and Sampling	Scheduled management information received by the customer within 5 working days of the end of the reporting period	100%	Statistical information based on KPI's and exception report where timescales have not been met; including any mitigating actions to reduce business risk.

Service Required	Key Performance Indicators	Target	Management Information Required
	Mystery shopping surveys to be done periodically with an independent assessor	100%	Summary report of sampling and findings as well as any recommendations to the customer on how the service can be improved
	Summary report to be provided within 10 working days of assessment being conducted	100%	

2.10 Management Information Reporting and Monitoring of Service

2.10.1 Reports should be generated quarterly and provide a breakdown, as a minimum, of the following:

- referrals by department;
- referrals per month, comparative to the same months in prior year and all previous months this year;
- detail of type of referral provided;
- type and nature of calls, coded against agreed standards;
- utilisation rates;
- nature of counselling provided by reason for referral e.g. bereavement;
- number of cases where additional face-to-face counselling has been requested recommended (by month);
- system hits by types of online service provided e.g. CBT, debt advice;
- top three factsheets or similar downloaded from the contractor's system;
- promotional activity report of communication activity, training and promotional days;
- type of user e.g. employee, family member (where appropriate).

2.10.2 Reports should show trends in the data provided and provide comparisons and benchmarking with a range of factors including, as examples:

- other customers of the Provider, both public and private of similar size and structure;
- local averages and statistics;
- national averages and statistics;
- industry trends and best practice.

2.10.3 The reports should outline data in a way that is easily demonstrated to different audiences by way of executive summary and / or dashboard style reports.

2.10.4 Reports should provide suggested courses of action and/or points of reference which the customer should consider to address or respond to the trends identified.

Service Required	Key Performance Indicators	Target	Management Information Required
Systems			
1. ICT System access	Access to health and wellbeing website 24/7 – 365 days per year	98%	Formal notification of planned downtime and report on resolution. IT system downtime, malfunction errors logged. Availability of website
	10 days notification of any planned maintenance	100%	
	Unplanned downtime to be no more than 24 hours in any one instance.	100%	

3 Generic and Mandatory Requirements

Applicants should note these requirements are applicable to Employee Assistance Programme elements of the Service

3.1 *(Mandatory Requirement)* Safer Recruitment

3.1.1 To ensure the Service creates a safer recruitment culture for clients and staff, the following are mandatory requirements:

- at least one member of each of your organisation's Counsellors must have undertaken safer recruitment training;
- the Provider must have effective procedures in place, that are regularly updated and communicated to staff;
- the Provider must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to staff;
- the Provider must take seriously all concerns that are raised;
- the Provider must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.
- the Provider must ensure that all staff, where applicable have a full DBS check.

3.2 Data Protection

3.2.1 *(Mandatory Requirement)* Data Protection Act 1998 - The Provider must comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify the Authority against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Authority for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data by the Contractor, his staff, agents or work people.

- 3.2.2 *(Mandatory Requirement)* The product supplied by the Provider must comply with the Medical Records Act.
- 3.2.3 The Authority expects that you have a formal information security policy applicable to your processing, storage or handling of Authority data. You must on request supply the Authority with evidence of this policy and describe precisely how it applies to Authority data
- 3.2.4 Access to Authority data must be strictly controlled and only personnel who need access to the information should have access to the information. No person who is not working directly on the Authority's information should have access to it, either in paper or electronic form.
- 3.2.5 All electronic data (email and media) must be encrypted in transit (this must be at least 256bit AES encryption or similar). The method of transmitting and receiving Authority data must be specifically agreed with the Authority in advance.
- 3.2.6 All paper documentation containing personal details such as names and addresses must be subject to clear desk policy, locked away when not attended and always sent via recorded or registered post.
- 3.2.7 Specific handling arrangements for paper documents must be agreed with the Authority in advance.
- 3.2.8 On completion of the assignment all documentation and physical media must be returned to the Authority by secure and agreed method.
- 3.2.9 On completion of the assignment all data pertaining to the project must be permanently deleted from any computer used for working on the project.
- 3.2.10 The Authority expects that it is explicitly informed of all individuals who are authorised to access Authority data. The Authority expects full background checks (e.g. DBS) on all staff with access to Authority data. The Authority prohibits the sharing or distribution of Authority data to third party organisations unless specifically authorised.
- 3.2.11 Access to Authority data must be strictly controlled. All servers holding Authority data must be held in secure rooms with strictly controlled access. Access to physical media and documentation must also be strictly controlled. The Authority's physical data and documentation must always be held in locked storage when not attended.
- 3.2.12 The Authority expects that good operations & network management controls are established. These controls must cover logical access; vulnerability analysis; firewall; lifestyle devices controls; and remote working.
- 3.2.13 The Authority expects that a hierarchy of logical access control mechanisms are in place. These controls cover access to operations; systems; applications containing Authority data. User Passwords in relation to Authority data, must be at least 6 characters in length; alpha – numeric; changed every three months; and unique to an individual.
- 3.2.14 Authority data must never be taken off site without the Authority's specific authorisation.

- 3.2.15 The Authority must be informed straight away of any security incidents relating to processing, storage or handling of Authority data. These include but are not limited to unauthorised access, denial of service, loss of information, data corruption.
- 3.2.16 Evidence of your organisations compliance with relevant standards; regulations; and legislation applicable to your handling and destruction of Authority data must be provided. These should include but not be limited to your Data Protection Act registration and any evidence of ISO 27001 compliance. Authority data must never be passed to or access by a third party without the Authority's specific authorisation.

3.3 Security Requirements and Client Confidentiality

- 3.3.1 All records will be collated and maintained in accordance with the provisions of the Data Protection Act, and the Human Rights Act. All necessary precautions will be taken to ensure complete protection of this data in accordance with these Acts.
- 3.3.2 All electronic data will be stored securely with appropriate security protocols. No confidential information will be sent via external e-mail or via the internet unless in a secure form. All confidential emails will be sent in encrypted format in line with the Council's email protocol using Egress.
- 3.3.3 Transfer of records to any new Service Provider, or the customer, must be done in accordance with the requirements of legislation and adherence to strict medical confidentiality.
- 3.3.4 Without prejudice to the acts mentioned above, the Contractor must ensure that the customer's authorised officer is informed without delay where the Contractor becomes aware that any employee:
- is considered likely to be of harm to him/herself or others;
 - is considered to be involved in criminal activity;
 - is considered to be in breach of the organisation's codes of conduct;
 - is considered to be in breach of health and safety legislation;
 - has given written permission to the Contractor for information to be passed to the organisation for consideration and/or further action;
 - authorises in writing the release of information to a third party.

3.4 Management of Risk

- 3.4.1 The Provider will identify business and commercial risks associated with service delivery and ensure appropriate mechanisms are in place to reduce/mitigate risk (e.g. business continuity plan, disaster recovery). These will include maintaining a risk register as well as robust business continuity and disaster recovery plans, which are assessed and tested on a regular basis.

3.5 Compliments and Complaints

- 3.5.1 The Provider shall have a written compliments and complaints procedure, made available to service users. Provision of information regarding the procedure should take account of any disabilities or communication difficulties service users may

have. The contractor's procedure shall make clear that service users may alternatively use their own Customer Department's procedures. The Provider will show evidence of promoting a climate of welcoming service users' comments and involvement.

- 3.5.2 Any complaints of a serious nature from service users should be communicated to the customer's Authorised Officer within 7 working days of receipt, together with details of the action taken / to be taken by the Provider in response to the complaint.
- 3.5.3 The number and nature of compliments and/or complaints received should be recorded on a database by the Provider and emailed to the customer on a monthly basis for discussion, via a secure method.

3.6 Customer Satisfaction

- 3.6.1 The Contractor(s) will monitor and measure line managers and HR satisfaction of the quality of the referral process and reporting on a quarterly basis.
- 3.6.2 The Contractor(s) will monitor and evaluate employee satisfaction of those who have used the counselling service by issuing a customer feedback questionnaire to be completed after the final session.

3.7 The Authority's Responsibilities

- 3.7.1 The Authority will appoint a nominated contract manager who will act as the main contact for business as usual discussions as well as escalation.
- 3.7.2 The Contract will be managed by reasonable and regular review meetings, which will cover management information to aid identification of trends and issues, performance against the service level agreement and areas for service development. The exact nature, format and timing of the meetings will be agreed with the Provider, although the customers will expect review meetings to be held at least monthly during the early part of the contract and at least once a quarter thereafter.

4. Invoicing

- 4.1.1 For the purpose of invoicing the Authority for usage of the scheme a breakdown of charges in the form of an excel spreadsheet must be submitted to the Authority's Contract Manager for authorisation by Contract Manager prior to an invoice being issued.
- 4.1.2 Invoices should be sent to the Authority's Contract Manager by the end of the following month in which the usage has taken place.
- 4.1.3 The Authority's settlement terms are 30 days from receipt of the goods and services or the invoice whichever is the later.

5. Further Services Offered

The Applicant will be expected to suggest as part of their response to the questions in Volume 4 - Stage Two Tender Submission any additional products or Services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

6 Availability of the Contract

The provision will only be available to current employees, or those employees who are wishing to access deferred local government pension, unless specific agreement is reached with the Provider for groups of employees who transfer out of the organisation under TUPE. This may be an interim or permanent arrangement.

The Contract may also be used in the future by the Torbay Development Agency and any current or future arms-length companies wholly owned by the Authority and by any third party organisations including schools and academies who currently use the services of Torbay Council's Human Resources Team, or are likely to in the future through service level agreement.

7 Scope and Nature of Possible Modifications or Options

The Authority is willing to consider future possible Modifications or Options, based on the following:

- a. the emergence of new and evolving relevant technologies which could improve the Services;
- b. new or potential improvements to the Services;
- c. changes in ways of working that would enable the Services to be delivered at lower costs and/or at greater benefits to the Authority;

- d. an increase or decrease in staffing numbers, including the addition or reduction of schools, academies and other third parties using the Contract; or
- e. factors that could not be reasonably foreseen by the Authority at the time of tender issue.