



**COVID 19 PUBLIC INQUIRY SUPPORT LINE
TERMS AND CONDITIONS AND SERVICE LEVEL AGREEMENT**

Between PAM ASSIST

AND

UK Health Security Agency (Public Inquiry Support)



The Client wishes to use the services of PAM Wellbeing Limited to provide a Covid 19 Public Inquiry Support Line to Eligible Persons on the terms and conditions set out in this Agreement.

This Agreement is made between:

- 1) **PAM Wellbeing Limited** trading as PAM Assist Holly House, 73-75 Sankey Street, Warrington Cheshire WA1 1SL (hereinafter called "PAM") **AND**
- 2) **UKHSA Public Inquiry Team** who has a registered office at UKHSA Public Inquiry Team, Strategy Directorate, UK Health Security Agency, UKHSA Strategy Directorate, Nobel House, 17 Smith Square, Westminster, London, SW1P 3JR (hereafter called "the Client").

1. DEFINITIONS

- a. Service – as defined in the Service Level Agreement.
- b. "Eligible Person" means
 - i. any individual who the Client has authorised may receive services
- c. "Personal data", "Special Category data", "processing", "data subject", "controller", "processor", "data protection impact assessment" ("DPIA") and any other related terms that are defined in the Data Protection Act (2018) shall have the meanings ascribed therein

2. SERVICE

2.1 Subject to the terms of this Agreement and in consideration of the Client paying the fee PAM agrees to render the services to the Client in accordance with the Service Levels with effect from the Commencement Date.

2.2 PAM will use its reasonable endeavours to ensure the provision of an efficient and timely service to the Client.

3. TERM

Contract Start Date
1st November 2022

Contract End Date
31st March 2023

Contract Term
5 months

This Agreement shall continue until the Contract Renewal Date. It will be reviewed and extended as required.

4. FEES

4.1 Fees will be charged for services as agreed in Schedule C Fees. Payment is 30 days from date of invoice by BACS transfer, payment should be made to



4.2 The Client has 14 days from the date of invoice to notify PAM of any fault error or dispute regarding the invoice or money due. Failure of the Client to notify PAM of any dispute will be deemed to be the client's acceptance that the invoice is valid and due for payment. Both Parties will use their best endeavours to work together and resolve any fault error or dispute in respect of any payments due.

5. CONFIDENTIALITY

5.1 PAM will provide a Covid 19 Public Inquiry Support Line to the eligible persons authorised by the Client. PAM undertakes to treat as confidential all the Client data and shall not divulge the whole or any part thereof service users' identities except in an anonymous format except where PAM considers the exceptions listed in 5.2 apply.

5.2 Where PAM consider disclosure or breach of confidentiality is reasonably required to avoid a serious danger of damage to health or safety of the eligible person or others PAM clinicians may decide to notify any emergency services or support services to minimise the risk and harm presented. Any breach of confidentiality will be on a need-to-know basis.

5.3 The nature of the services is confidential between PAM and the authorised person. No personal data will be shared with the client anonymised Management information including trends and statistics will be provided to the client on an agreed basis.

6. DATA PROTECTION

6.1 PAM will act as the Data Controller in respect of the processing of personal data relating to any eligible person in performance of the services.

6.1.1 The lawful reason for the processing of data under this agreement is Consent granted by the eligible person. The Client has an interest in the support and welfare of the health and wellbeing of the eligible people receiving any of the services. The following data may be processed in the delivery of the services:

- (a) Eligible Person's personal data, including name, address, date of birth and contact details, this data is processed for the efficient operation and delivery of the services and for the promotion (including marketing) of health and wellbeing information and services.
- (b) Eligible Person's Special Category Data; this may include health data or personal wellbeing and resilience data disclosed by an eligible person as part of the serviced delivery. All health data will be controlled by PAM Group clinical governance policies and processed under the authority of an authorised healthcare professional.



6.1.2 PAM alone determines the purposes and means of processing of all personal data, including special category data. Data is processed in accordance with the PAM Group Privacy Policy which can be found at [REDACTED]

6.2 The Parties acknowledge and agree that:

- (a) Each party, insofar as it is the controller of personal data relating to the Client's eligible persons, shall be solely responsible for fulfilling, and shall fulfil, the duties of a controller in respect of such personal data, in particular in relation to:
 - i. Implementing appropriate technical and organisational measures to ensure the protection of personal data and of data subjects' rights pursuant to the requirements of the Data Protection Regulation;
 - ii. Providing the other, on request, with information and reasonable assistance to enable the requesting party to perform data protection impact assessments and, where applicable, prior consultation of the supervisory authority;
 - iii. Providing the other, on request, with evidence to demonstrate compliance with its obligations under the Data Protection Act (2018);
 - iv. On receipt of a request by an individual to exercise his or her data subject rights in respect of personal data of which PAM is the controller, Client will forward the request without delay and, on request, will provide PAM with reasonable assistance in fulfilling the request;
 - v. Notifying the other without undue delay after becoming aware of a personal data breach;
 - vi. Providing the other, on request, reasonable assistance to enable the other to fulfil its obligations in relation to the investigation and remediation of security incidents and the notification of personal data breaches;
- (b) Client has no right to, and will not, request PAM to disclose to Client any health-related or other sensitive personal data collected or generated by PAM in the course of its provision of the Services;
- (c) PAM has no authority to, and will not, disclose to Client, any health-related or other sensitive personal data collected or generated by PAM in the course of its provision of the Services; and
- (d) Subject to the exception for processing in clause 5.2 an eligible person shall have the sole right to determine whether the findings of any assessment or results of any tests performed in pursuit of the Services may be disclosed by PAM to her or his general practitioner.

6.3 PAM will not transfer eligible person's personal data outside the United Kingdom.

6.4 On the termination of the Agreement:



- (a) Client will provide PAM with at least thirty days (30) prior written notice of the termination and transfer of service from PAM to another service provider providing the same or substantially similar services to PAM; and
- (b) Following such notice, PAM will delete all personal data that it processed in the delivery of the services. After the termination of the service data will be permanently deleted 30 days after the initial deletion process has commenced.

7. LIMITATION OF LIABILITY

7.1 Neither party shall be liable for any consequential, incidental, indirect or special, damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability, under or as a result of this agreement regardless of whether the claim giving rise to such damages is based upon breach of warranty, breach of contract, strict liability, negligence or other theory.

7.2 The maximum liability of PAM to the Client for any claim against PAM arising out of any act, error or omission in rendering or failing to render the Services shall be limited to a total cap of £50,000 or the annual cost of the services whichever is greater.

7.3 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 2 of the Supply of Goods and Services Act
- (d) any liability to the extent it cannot be limited or excluded by Law.

8. TERMINATION

8.1 This Agreement may terminate in any of the following events:

8.1.1 If either Party commits any material breach of its obligations and fails within thirty (30) days of written notice to remedy the same the non-breaching party may by notice in writing terminate the Agreement without prejudice to its other rights. If such breach is remedied and the Agreement is not terminated by the non-breaching Party within sixty (60) days period of the breach notice being served, then the Agreement shall continue as though no such notice had been given.

8.1.2 If the Client fails to pay the Fee or any sums of money due to PAM which remains unpaid for 14 days after the date payment is due, PAM shall be entitled without prejudice to its other rights by written notice to the Client of not less than 14 days to suspend the Services. Should the Client fail to pay such Fee or sums within five days following such suspension of the Services then PAM may terminate this Agreement without liability thereof.

8.1.3 If either party or the Client has a receiver or administrator appointed over the whole or any substantial part of its business or assets, or if any order is made or a resolution is passed for the winding up of that party (except



where such winding up is for the purpose of a bona fide amalgamation or reconstruction), the other party may by notice in writing terminate this Agreement without prejudice to its other rights.

8.1.4 Either Party may terminate this Agreement for convenience providing the other Party Six (6) whole calendar months' notice in writing from the date of notice to terminate until the termination date.

8.2 Any termination of this Agreement shall be without prejudice to antecedent liabilities.

9 CONSEQUENCES OF TERMINATION

9.1 Termination of this Agreement shall not terminate Client's obligation to pay PAM fees for all Services including any final invoices provided to Eligible Persons under this Agreement prior to the date of termination of this Agreement.

9.2 Upon termination of this Agreement PAM shall continue to provide the Services to Eligible Persons having an active case file under the Covid 19 Public Inquiry Support Line on the termination date until such time as the case has been dealt with or where applicable the agreed maximum counselling sessions have been provided pursuant to Schedule A and, in consideration therefore, the Client agrees to pay for additional counselling sessions provided by PAM in accordance with the provisions of Schedule 1. In the event of any termination of this Agreement, PAM will not be obligated to provide and further services.

9.3 All data processed under this Agreement will be permanently destroyed 30 days after:

9.3.1 The date of termination of the services, Or

9.3.2 The last date of delivery of any services provided where an active case continues after the date of termination.

10. GENERAL PROVISIONS

10.1 If any part of this Agreement is found to be unreasonable, invalid or unlawful under any enactment or rule of law such part shall be deemed to be omitted from this Agreement whether it be an entire clause or clauses or some parts thereof and the validity or enforceability of the remaining parts of this agreement shall not in any way be affected or impaired as a result of that omission.

10.2 Subject to the provision of the Services in accordance with this Agreement PAM shall have the right to relocate its service centers or any part thereof at any time without the Client's consent.

10.3 Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, PAM can assign this Agreement, including all of PAM's rights and obligations to an Associate, or a purchaser of all or substantially all of PAM's services.

10.4 In the event of a "Significant Change," the Parties agree to negotiate in good faith an adjustment to the affected provisions of the Agreement, including but not limited to the amount of the Fee. "Significant Change" shall include without limitation, any:

- (i) Service changes, if implementation of the changes increases PAM's risk or expenses;



- (ii) changes in the laws, regulations or accreditation standards applicable to Introducer or PAM, or changes in the interpretation of those laws, regulations or standards, if such changes increase PAM's expenses;
- (iii) a material increases or decrease in the number of eligible person's during the term; or
- (iv) any additional services requested by the Client or volume demands that vary from the anticipated volumes set out each year or at the commencement of the Agreement.
- (v) any material changes to the service provision or way the services are to be provided that increases PAM's risk or expenses.

10.5 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the party to be served set out below:

Notices to PAM Assist should be addressed to:

The Managing Director

PAM Wellbeing Limited Holly House, 73-75 Sankey Street, Warrington Cheshire WA1 1SL

Notices to the Client should be addressed to:

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████████████████████

11 ENTIRE AGREEMENT

This Agreement, with its Schedules, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

12 WAIVER

Failure by either Party at any time to require the performance of any provision of this Agreement shall not affect the right of such Party to require the performance thereof at any time thereafter and the waiver by either Party of any breach of any provision of this Agreement shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of any such provision or in any way prejudicing such party's rights hereunder.

13 CONTRACT RIGHTS TO THIRD PARTIES

This Agreement is solely between the Client and PAM. The following shall apply and shall survive termination of this Agreement:

- (a) Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Client and PAM and their respective successors and permitted assignees.



(b) Nothing in this Agreement is intended to relieve or discharge the obligations or liability for any third persons to the Client or PAM.

(c) No provision of this Agreement shall give any third persons any right of subrogation or action over or against Client or PAM.

14 FORCE MAJEURE

If either party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of God, war, riot, terrorist action, healthcare pandemic or disease outbreak, weather-related disaster, earthquake, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the party obligated to perform (each a "Force Majeure Event"), then, and only upon giving the other party notice by telephone, or in writing within a reasonable time and in reasonably full detail of the Force Majeure Event, such party's duties or functions shall be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such party's performance for more than sixty (60) days following the date on which notice was given to the other party of the Force Majeure Event, the other party may terminate this Agreement. Neither party shall be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the party shall not be deemed Force Majeure Events.

15 CONTROLLING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with English Law, and the English Courts shall have sole jurisdiction in the event of any dispute arising out of or in connection with this Agreement.

16 INDEPENDENT CONTRACTORS

This Agreement does not establish any type of agency, partnership, or joint venture relationship between the Parties and neither Party shall perform any acts to bind or to purport to bind the other Party in any way or to represent that the other Party is in any way responsible or liable for its acts, statements, or omissions.

17 OFFSETS

There shall be no right of offset, deduction or withhold of any sums due to PAM where a valid invoice has been provided and is due for payment by the Client. Where the Client has any right to a payment, they agree to raise an invoice to be provided to PAM. Invoices will be paid on the same payment terms that the Client enjoys and as set out in Clause 4 of this Agreement.

18 SURVIVAL OF TERMS

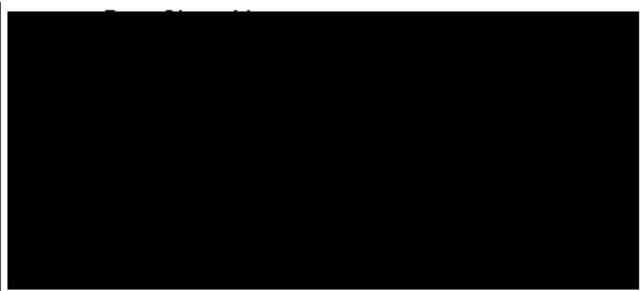
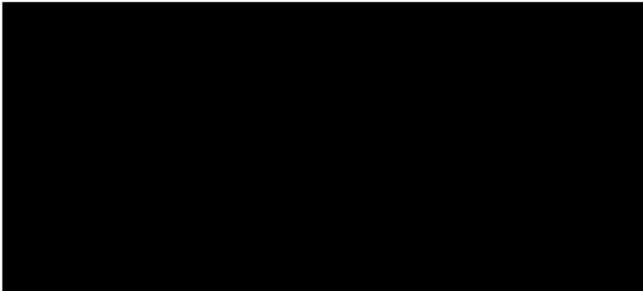
Any provisions of this Agreement, or any attachments, and Schedules, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied.



By signing the Parties confirm that they have read agreed and understood the terms of this Covid 19 Public Inquiry Support Line Services Agreement.

FOR AND ONBEHALF OF PAM Wellbeing Ltd.

FOR AND ONBEHALF OF UK Health Security Agency



Date Signed: 23/11/2022

Date Signed: 23/11/2022

Pricing Schedule

Schedule A. The Services

PAM Assist will provide:

1. 24 hours access to lifestyle support and wellbeing services including welfare rights immediate crisis intervention or counselling support.



2. Access to PAM Assist 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.
3. Psychological Support and therapy is provided using
 - a. Online and email therapy
 - b. Online and self-help literature
 - c. Telephone and video conference counselling
 - d. Face to face counselling up to 6 counselling session per individual, counselling service will be determined by PAM Assist clinicians taking into account the clinical need of the individual and the most appropriate deliver method.
 - e. Up to 4 sessions of CBT per individual per year may be provided as an alternative to other therapeutic support.

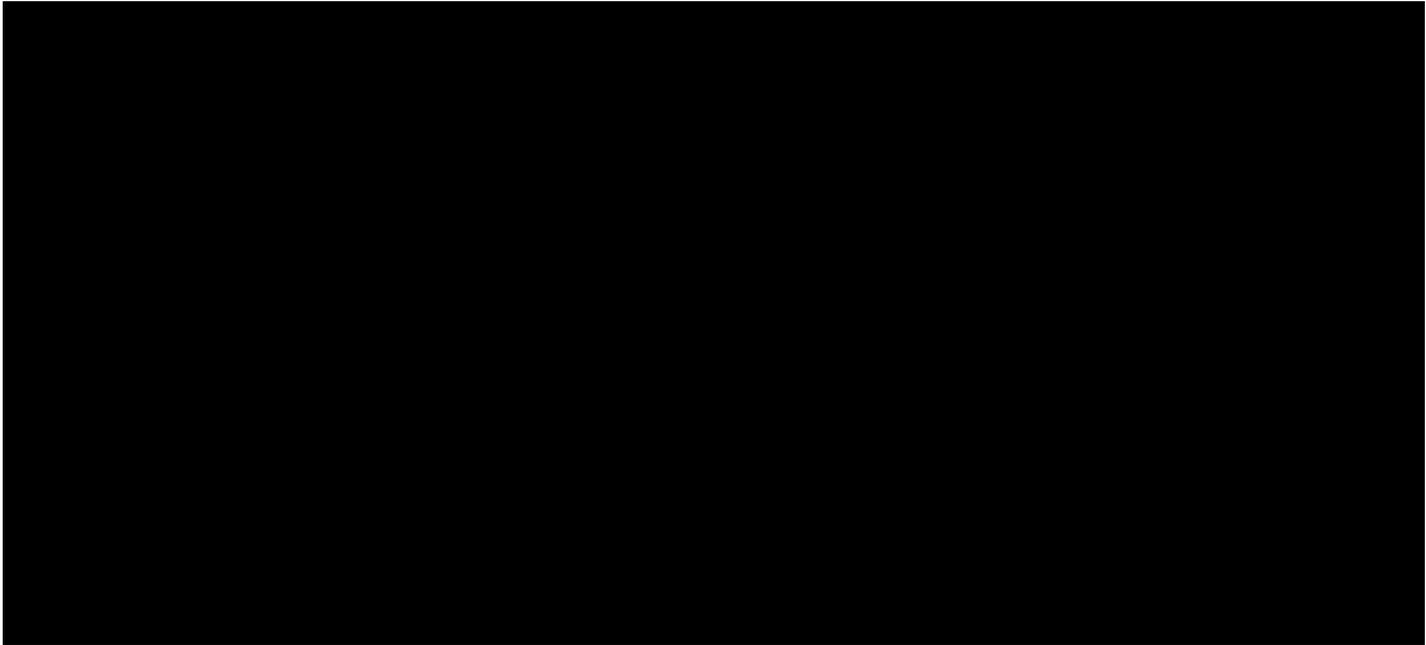
Where an appointment is cancelled or the individual does not attend an appointment is included within the allocated number of appointments.

4. Therapy sessions are allocated 60 minutes with the personal contact time with the individual being 50 minutes and 10 minutes for administration time. If an individual is late for their appointment then the time is deducted from the personal contact time up to 30 minutes. Where an individual is later than 30 minutes it is not clinically appropriate to commence the therapy and the whole appointment is cancelled.
5. Monthly Account Management Review Meetings in during 5 month service.



Schedule B. Service Level Standards

1. On average 95% of calls to the Support Line will be answered within 15 seconds. 99% of calls will be answered within 2 minutes.
2. Fully trained and experienced Telephone Counsellors will be available at all times providing 24-hour access to telephone counselling with immediate crisis intervention.
3. Provision of on line website services not less than 99.5% performance in a given year excluding any planned maintenance where the web site will publish at least 24 hours' notice of any planned maintenance that will reduce the service provision.
4. Where counselling is offered, PAM expects contact with the individual to be established within 2 working days and an appointment agreed.
5. Where counselling is required, and is included unless otherwise determined by the support required, we aim to offer clients an appointment with a counsellors as follows:
 - Emergency cases within 8 hours
 - Urgent cases within 5 working days
 - Routine case within 7-10 working days
6. All PAM Assist employees and associates have been recruited in accordance with the criteria set out in PAM 's Recruitment Policy
7. All counsellors are required to demonstrate evidence of regular external supervision. In addition, their work is closely monitored by PAM 's internal Case Management system.
8. Most of the provision will be via telephone, however there is the option of wellbeing counselling face to face. In the case of face to face support, subject to geographical restrictions the individual should not have to travel more than 30 miles from either their home or place of work (as determined by PAM), except where it may be in their best interest to do so.
9. Where referral to longer-term assistance is required, PAM will ensure effective management onto other agencies/medical practitioners is provided.
10. Where financial advice or information is requested the appropriate advisor will establish contact with the individual within 2 working days.
11. PAM has a clear and efficient complaints procedure and Privacy Policy this is on our website www.pamgroup.co.uk



PAY AS YOU USE SERVICES

For further details on these services or for specific quotes please contact your PAM Account Manager.