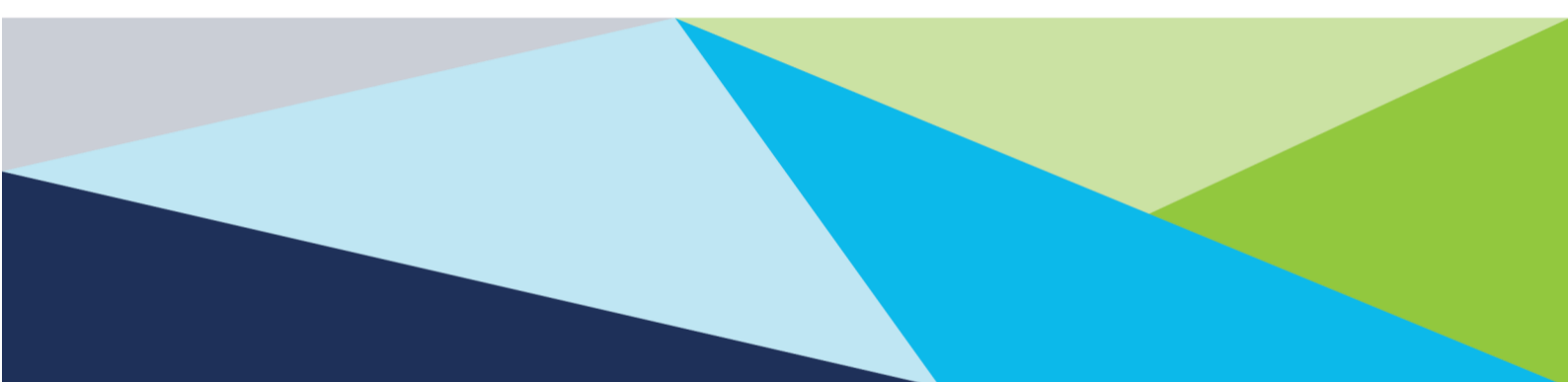




Service Level Agreement (SLA)

Occupational Health & Support Line Services



1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between HR Connect StaffCareServices and Customer for the provisioning of Occupational Health and Support Line Services, required to support and sustain the product or service throughout the duration of the contract.

This Agreement will continue unless revised by HR Connect to ensure compliance with legal and commercial developments throughout the duration of the contract.

This Agreement outlines the parameters of all services covered, as understood by all parties and are accepted in accordance with HR Connect General Terms of Sale (which can be found at www.hrconnect.org.uk).

Together with the Order and the General Terms of Sale this document provides a binding agreement between both parties.

If it is found that there is an inconsistency between this Agreement and the General Terms of Sale, then detail as defined within this document will take precedence.

2. Purpose

The purpose of this Agreement is to ensure that all elements and commitments are in place to provide a consistent service, support and delivery to the Customer by HR Connect.

The objectives of this Agreement are to:

- Define the service / product that the Customer is purchasing
- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Service Provider: Employment Check, part of HR Connect

Customer: Customer (“Customer”)

HR Connect reserve the right to support this contract through third party sources where appropriate. System operators employed by HR Connect may be changed by from time to time at its discretion.

4. Periodic Review

This Agreement is valid for the term of the contract as outlined in the Order Form and is valid until further notice. This Agreement may be reviewed at a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Contents of this Agreement may be amended by HR Connect as required and communicated to all affected parties through publishing on our website.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Core Services	Description
Occupational Health / Support Line	<p>HRConnect Staff Care Services shall provide Occupational Health / Support Line services on behalf of the customer and agrees to provide such services as detailed below.</p> <p>HRConnect Staff Care Services will deliver cost-effective, evidence-based solutions and ensure full legislative and policy requirements are met during the delivery of our services.</p>
Counselling	<p>Counselling through Support Line is undertaken using a brief solution - focused model, a specific therapeutic approach that operates on the belief that effective counselling can be delivered within a limited number of sessions to a very high standard.</p> <p>A counselling service through Support Line can either be</p> <p>a 'full service' -a fully confidential service allowing staff to contact Support Line directly. The cost is based on headcount with an annual take up of a minimum fee of 3 staff members or 3% of headcount. The cost is paid per annum and in advance.</p> <p>Or an 'ad hoc service' - operated through a gate keeping process and allows a named person identified by the customer to refer staff to the service. The cost is charged per referral at a higher rate.</p> <p>Both the 'full service' and 'ad-hoc service' covers an assessment session and six further sessions for each staff member.</p> <p>Upon formal request and agreement with HRConnect Staff Care Services, these sessions can be surrendered to any immediate family over the age of 16 years, provided that the service commencement is within the applicable year.</p> <p>Referrals can be received by: telephone between 08:30 and 5:00pm with an answerphone service outside of these hours. 24/7 via email supportline@staffcareservices.org.uk 24/7 via staffcareservices.co.uk</p> <p>Counselling sessions will be arranged at an appropriate site agreed with the client.</p>
CBT – Cognitive Behavioural Therapy	<p>Clients can request CBT or CBT focused therapy.</p>

Specialist Counselling	<p>HRConnect Staff Care Services have arrangements with several organisations that offer specialist counselling and as such we can extend our level of support to the employee e.g. 'fast tracking' arrangements to include: -</p> <p>Couple Counselling & Family Counselling via Relate Young People's Counselling Debt Counselling via Citizens Advice Bureau</p>
Employment Health Assessment	<p>The employment health assessment process will be initiated through the completion of an employment health screening questionnaire, and where appropriate, supported by a medical examination which will take account of the relevant job description to which the individual is looking to be appointed.</p> <p>Reasonable adjustments will be advised for the customer to consider in enabling the individual to work to support their ensure compliance with The Equality Act.</p> <p>One of four methods of employment health assessment will be used depending on the identified job tasks. These are:</p> <p>Online Employment Health Assessment</p> <p>Employment Telephone Assessments</p> <p>Employment Face to face Assessments</p> <p>Employment health assessment with baseline health surveillance The outcome of the assessment will be sent to the referring manager.</p>

<p>Management Referrals – (e.g. sickness absence / fitness for work)</p>	<p>Support and advise on all aspects of managing sickness absence in accordance with relevant sickness-absence / attendance policy.</p> <p>The management referral process is initiated through the completion of a referral form.</p> <p>Following triage, of the referral form, the referred employee is seen by the appropriate specialist.</p> <p>An occupational health report, responding to the advice sought, is sent to the referring manager, and a copy to the employee, following the assessment. The professional advice in the occupational health report is dependent on the questions asked by the referring manager and may include</p> <p>Supportive action to facilitate a return to work date at the earliest opportunity;</p> <p>reasonable adjustments advice to ensure compliance with The Equalities Act; and</p> <p>redeployment advice.</p> <p>Where appropriate, HRConnect Staff Care Services will obtain informed written consent of the employee, to seek further specialist advice from e.g. the GP / hospital consultant in the form of a medical report. Any charges incurred that are not part of the service level agreement will be met by the customer.</p> <p>Sickness absence health assessment clinics for your staff to attend will be arranged at an appropriate site e.g.</p> <p>On the customer's site</p> <p>Health assessment clinic at an agreed location – may incur additional charge</p> <p>Telephone based assessment – if deemed to appropriate following triage as some health conditions / symptoms not suitable for a telephone assessment</p> <p>The following assessment methods are available: -</p> <p>Face-to-Face assessment</p> <p>Telephone assessment</p>
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Case management – (sickness absence)	HRConnect Staff Care Services will provide a named qualified occupational health specialist to attend sickness absence case management meetings to advise on appropriate action, with the aim to successfully resolve ongoing / complex cases.
Advice, customer support and information	Provision of a comprehensive professional advice service. Respond to day to day ad hoc queries for factual occupational health and Support Line advice.
Strategic / Policy Development	HRConnect Staff Care Services will provide an Occupational Health and Support Line Specialist to support and assist in the strategic development of health, safety and wellbeing initiatives.
Additional Services - additional charge applies	
Local Government Pension Scheme (LGPS), NHS and Teachers Pension Scheme - Assessments	<p>Conduct health assessments for the purposes of the Local Government Pension Scheme, NHS and Teachers Pension.</p> <p>Local Government Pension Scheme (LGPS) / NHS Pension - The referral assessment is initiated following a request from the customer.</p> <p>The appropriate pension certificate is completed by an Independent Registered Medical Practitioner (IRMP).</p> <p>Teachers Pension - The ill health assessment process is initiated on receipt of a completed TP20 form.</p> <p>When required, and with the informed written consent of the employee, further specialist advice, to support the member's application, may be sought e.g. from the GP / hospital consultant in the form of a medical report. Any charges incurred will be met by the customer.</p>
Workplace Mediation	The process is impartial, non-judgmental and provides a basis for individuals to improve communication. The parties define the problem, set the agenda and agree the solution.
Stress and Wellbeing Workshops	Support Line offer workshops that are tailored to meet the customer needs.

Conflict Consultation Service	Offers managers and employees private meetings to discuss and provide recommendations that will best suit a conflict situation.
Specialist Trauma Support	Provide access to telephone support following a critical incident. A site visit can be provided by a specialist trauma counsellor to support the manager and to offer debriefing to groups and individual staff. A follow up session is offered 3-4 weeks later if appropriate.
Eye Movement Desensitisation and Reprocessing - (EMDR)	The offer of individual 1:1 EMDR counselling is available to individuals on recommendation.
Vaccination and Immunisation programs	<p>Deliver vaccination and immunisations in accordance with published Department of Health guidelines.</p> <p>Vaccination programs include Hepatitis B, Seasonal flu vaccinations (not exhaustive).</p> <p>Provision of compliance data to support strategic risk management of communicable diseases.</p>
Workplace Assessments	Undertake workplace assessments of potential employees and existing employees in accordance with the Equality Act 2010, and relevant Health and Safety Regulations
Health Surveillance assessments	Support the implementation of health surveillance programs based on workplace risk assessments. Our activity will ensure your compliance with Control of Substances Hazardous to Health Regulations (COSHH).
Large Goods Vehicle (LGV) Medicals	Provide LGV medicals carried out by an Occupational Health Physician to meet standards set by the customer and the DVLA.
Health and Wellbeing promotion	A named specialist will be available to provide professional advice and promote health promotion and wellbeing activities.
Well Person Screening	Arrange for a health adviser / technician to undertake periodic health assessments and well person health screening, providing relevant health advice.

Pre-exit/leavers health assessments	Undertake an exit medical assessment to minimise the risk of claims in later years e.g. Hand Arm Vibrations Assessment.
Attendance at Employment Tribunals.	HRConnect Staff Care Services specialist staff are available to attend employment tribunals with adequate notice i.e. at least 20 working days from request.

6. Customer Responsibilities

Customer responsibilities and/or requirements in support of this Agreement include:

- Completion of relevant forms to request a referral.
- Provision of all appropriate supporting documentation to inform and support the referral process.
- The referring manager will ensure they keep in contact with the employee and support through the process.
- The referring manager will ensure appointments are kept and if cancellations are unavoidable inform HRConnect Staff Care Services at the earliest opportunity.
- Notify HRConnect Staff Care Services of any change to circumstances of the employee.
- Review and discuss with the employee and implement the recommendations as appropriate.
- To promote Support Line Services to employees
- Distribute Support Line information leaflets

7. Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this Agreement include:

Service	Who	Activity	Target (working days)
Employment Health Screening	Occupational Health Adviser (OHA) Business Support Team (BST)	All employment health questionnaires will be assessed / reviewed within 1 working day of receipt.	1 day
	Business Support Team (BST)	An appointment for applicants, required to attend for further assessment, will be offered following assessment of the questionnaire / telephone assessment / receipt of additional information e.g. medical report.	5 days

Occupational Health Adviser (OHA) Business Support Team (BST)	Following completion of the assessment an outcome report, with advised workplace adjustments / modifications (where appropriate), will be sent to the named recruiting manager.	2 days
Business Support Team (BST)	Offer an assessment appointment following receipt of a completed referral form with ALL relevant attachments.	20 days
Occupational Health Adviser (OHA) Business Support Team (BST)	The named referring manager will be provided with a written occupational health report addressing advice sought following the assessment appointment.	2 days
Occupational Health Adviser (OHA)	A named occupational health professional will be available to attend case management meetings.	10 days from request
CSL Emp	An appointment with the counsellor will be offered within 7 working days.	7 days

8. Service Assumptions

Assumptions related to in-scope services and/or components include:

HRConnect Staff Care Services commits to providing, via telephone / emails and other suitable means, the methods of communicating.

We also commit to providing details of the complaints procedure and feedback received from surveys.

HRConnect Staff Care Services will provide suitably qualified and competent staff to provide the core services as detailed above and will endeavour to ensure continuity.

9. Service Performance

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Measure	Target
Respond to Emails / Telephone calls Customer Satisfaction	Within two working days

10. Service Feedback

HR Connect endeavours to make its service the best that it can be at all times.

We therefore encourage and appreciate all FEEDBACK you may wish to present us with, both POSITIVE or Negative.

Where possible, would aim to rectify any problems you incur to a level that meets both our high expectations, although we do recognise that on occasion may not be possible. Please be assured that your feedback will be taken seriously. Often, we will be able to resolve problems face to face or by telephone. If you feel that this is not possible then you can put your feedback in writing by e-mail to:

info@hrconnect.org.uk

Please cover the following points:

- Your reason for feedback.
- An overview of the feedback and its handling to date.
- Your view on what should happen next.
- The names of any staff involved

When your feedback is received, we will:

- Endeavour to rectify any problems caused within 20 working days.
- Acknowledge your correspondence within 5 working days.

Where we are unable to meet the proposed 20 working day deadline, if for example further investigation is required, we will contact you to inform you of progress of your complaint and agree a completion date with you.

In all instances your feedback will be investigated by a senior member of staff and that person will contact you. We will also ensure that if required additional training and development will be provided to our staff and that lessons are learned from what has happened, to prevent it happening again.

General Data Protection Rules

Please refer to Annex A attached for data management rules applicable to this contractual agreement.

For the purposes of this agreement the following party will be responsible for adherence to the legislation referred in Annex A

1. **Data Controller: Customer**
2. **Data Processor: HR Connect**
3. **Sub Processor: N/A**

Schedule of Processing, Personal Data and Data Subjects (Annex A)

1. The contact details of the Controller's Data Protection Officer (or representative) are:
[See Order Form]
2. The contact details of the Processor's Data Protection Officer (or representative) are:

Email: DPO@csltd.org.uk
Post: Data Protection Officer, Commercial Services Group, 1 Abbey Wood Road, Kings Hill, West Malling, ME19 4YT
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Data processing details

Processing of the Protected Data by the Processor under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and that HR Connect is the Processor as defined in the Contract.

Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively provide the service(s) as outlined in the Contract and Service Level Agreement.
Duration of the processing	Processing will take place as for the period defined in the contract.
Nature and purposes of the processing	<p>The nature of processing will include all operations required in the delivery of the Services. This shall include any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>For the provision of Support Line services to the Controller the Processor collects personal information about the Controller's employees and previous employees. This information may be provided directly by the subject or by the Controller on their behalf.</p> <p>The purpose of the processing is to fulfil the Processor's obligations in delivering the Services in accordance with the Contract.</p>
Type of Personal Data being Processed	<ul style="list-style-type: none"> Contact and identity information: such as name, address, telephone number, email address, date of birth. Special Categories of Data (also known as sensitive personal data): including personal characteristics (such as gender, age, ethnic group, health and disability information). Employment information: such as, information relating to work history, start dates, hours worked, post holdings, grade and salary information, attendance records, training records and details of your professional registration and any restrictions which may apply Management information: such as information related to recruitment, management, performance and employment of staff, pension schemes
Categories of Data Subject	These will include: Employees and former employees of the Controller
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	In line with the contract, at the written direction of the Controller, unless a copy is specifically required to be retained by the Processor for audit or compliance purposes in performance of its obligations for up to six (6) years, the Processor will delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data

Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.