

Microlink's Digital Workplace Adjustment System

Service Definition Document

What the service is:

End-to-End Workplace Adjustments for Disabilities

1. INTRODUCTION

The provision of End-to-End Workplace Adjustment Service, including initial consultation, Workplace Needs Assessments and implementation of recommendations arising to provide reasonable Workplace Adjustments for [Client] Employees of within the terms of the Equality Act.

In this document, the following terms shall have the following meanings:

2. DEFINITIONS

- 2.1.1 End User – shall mean the employees of the [Client]
- 2.1.2 Employee – shall mean the employees of the [Client]
- 2.1.3 Workplace Adjustment – including but not limited to changes to the working environment, tools, or role of an End User with a learning difficulty, disability, or medical condition.
- 2.1.4 Referral – The completion of an agreed web-based referral by the Employee or designated stakeholder that enables Microlink to begin the workplace adjustment process.
- 2.1.5 First Contact – Initial consultation between the Employee then Line Manager and a Microlink Case Manager
- 2.1.6 Fast Track Case – Supply of goods and services without the need for Workplace Needs Assessment.
- 2.1.7 Workplace Needs Assessment – Pan-disability assessment by appropriately skilled personnel.
- 2.1.8 Co-ordination – A Case Advisor conducting telephone consultation with the Employee and Line Manager to discuss the Workplace Needs Assessment Recommendations and manage the delivery and implementation of Adjustments.
- 2.1.9 Assessment Report - documentation used for Employee Assessments

2.1.10 Case Manager – Microlink personnel providing workplace adjustment services

2.1.11 [The Supplier – Microlink PC UK Ltd]

2.2 Workplace Adjustment Service Requirements

The following provides a high-level description of the services required of the supplier in the provision of a workplace adjustment service to [Client]

The context for the service provision is as follows:

2.2.1 Workplace Adjustments are provided by Microlink for Employees with health conditions and disabilities to mitigate the impact of the health conditions or disabilities within the workplace.

2.2.2 The nature of the adjustments may be identified by the Employee themselves and/or as the outcome from First Contact consultation with a Microlink Case Manager or Workplace Needs Assessment through a Microlink approved Assessor.

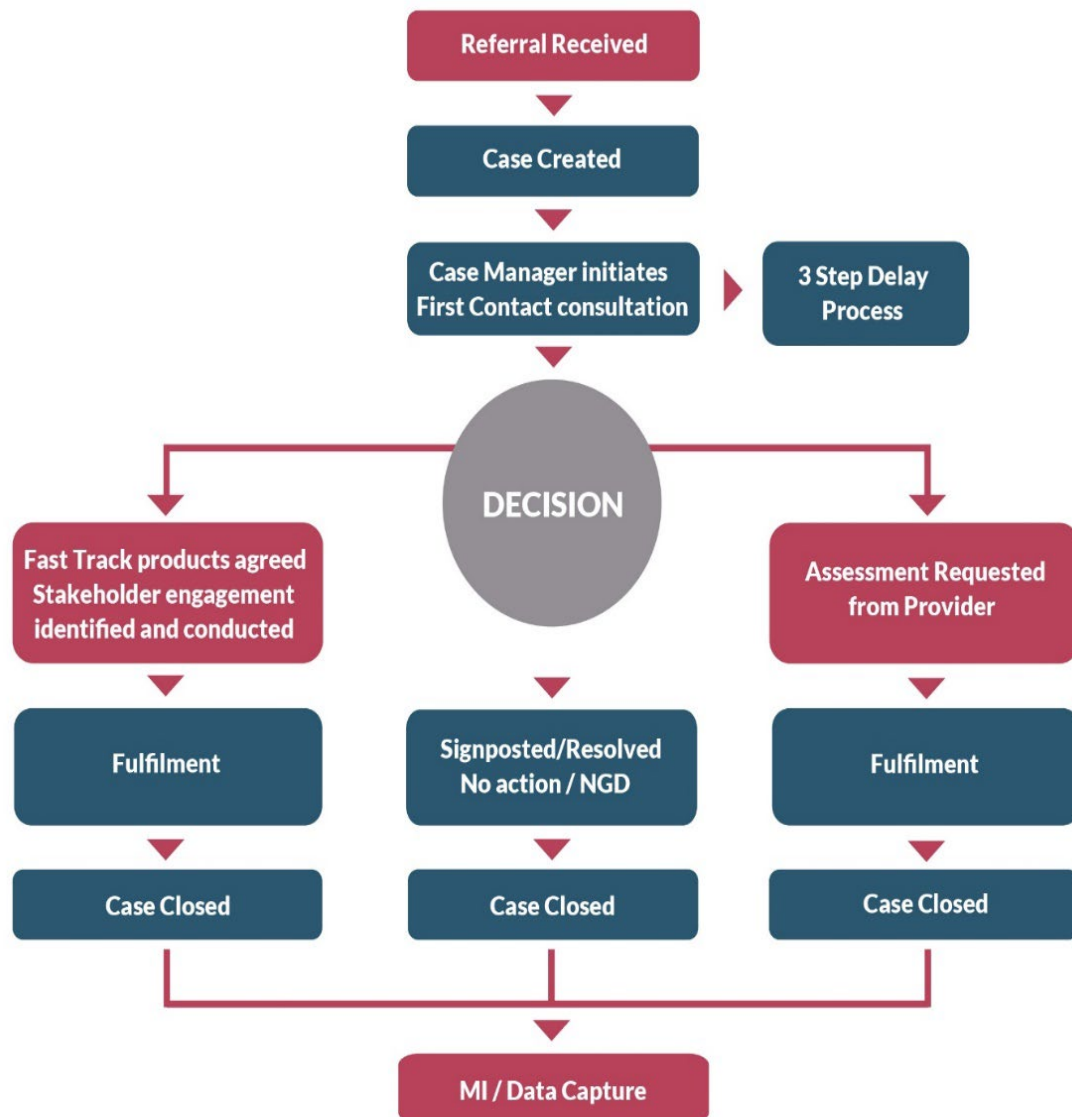
The key objectives of the Workplace Adjustment process are to:

2.3.1 Make the workplace adjustment process as simple as possible for both the Employee and the Line Manager by means of a single point of contact providing centralised management and coordination of adjustment provision and implementation.

2.3.2 Improve the effectiveness of adjustments by ensuring that Employees' needs are thoroughly understood and recommendations arising from consultation and assessments are clearly documented, quality controlled, formally agreed and periodically reviewed.

2.3.3 Capture quantitative and qualitative data to enable [Client] to monitor spend, case information, SLA compliance, measure the success of adjustment provision through pre and post adjustment performance metrics and drive improvements,

2.4 The high-level process is illustrated below:



3. SUPPLIER ROLE AND SERVICE SCOPE

- 3.1 The Supplier's role is to ensure that adjustments are implemented in accordance with the above objectives and process
- 3.2 The scope of the Supplier's services will include the following
- 3.3 Ensuring Employees' needs are understood, adjustments are identified and agreed with the Employee and (if necessary) their Line Manager
- 3.4 Fulfilling any physical or where agreed and appropriate non-physical adjustments that that the supplier can supply directly
- 3.5 Conducting the installation and configuration of said physical items where appropriate, plus training, technical support, and other technical services (e.g., scripting) as required by the Employee.

- 3.6 Facilitating and coordinating the implementation of physical adjustments the supplier is not able to supply directly where appropriate (e.g., changes to the fabric of a building).
- 3.7 If agreed, advising, and facilitating implementation of non-physical adjustments, e.g., changes to working arrangements.
- 3.8 Liaising with other internal stakeholders as necessary to implement the adjustments
- 3.9 Conducting post implementation surveys to gain Employee and Line Manager feedback on the success of the process and ensure recommended adjustments are satisfactory.

4. GOODS

- 4.1 The price of all goods in the Microlink Catalogue current for the quarter in which the contract is signed ("the Catalogue") shall be subject to variation but not more than once per quarter year.
- 4.2 The Supplier will use its best endeavours to hold agreed appropriate standard catalogue commodities in stock to facilitate a speedy delivery.

5. SPECIFICATIONS

- 5.1 The range of goods and services are set out in the Catalogue.

6. AUTHORISATION CONTROL AND APPROVAL

- 6.1 [Client] will provide a central point of contact for approval for any adjustments and operate within a pre-defined time frame.
- 6.2 Case costs up to the value of [£ tbc] (exclusive of VAT) do not require the further approval of the Client per Case.
- 6.3 Case costs above [£ tbc] (exclusive of VAT) per Case shall require the express authorisation from the Client.
- 6.4 The process owner will then approve / reject and notify The Supplier accordingly.

7. SERVICES (PROCESS SPECIFIC)

- 7.1 The Supplier will supply the following standard services, to which the charges in [Pricing Document] apply
- 7.2 First Contact of an Employee entering the process will be attempted within 3 working days from receipt of referral unless specific contact instructions have been submitted.
- 7.3 First Contact conducted with a Microlink Case Manager leading to recommendation of goods and services through Fast Track or referral for Workplace Needs Assessment

- 7.4 Workplace Needs Assessment in accordance with the agreed Assessment Form Template
- 7.5 The Supplier will also supply coping strategies, consultancy services, technical testing, audits, advice, scripting (in relation to software products such as JAWS, Dragon) and bespoke training, subject to Appendix B or where appropriate individual quotes.
- 7.6 Installation of assistive devices and furniture, to which the charges in the Catalogue apply. The Supplier will use its reasonable endeavours to carry out all technical installations within 1.5 hours. Installation charges are set out in Appendix B.
- 7.7 Training will be provided in accordance with prices set out in the Catalogue
- 7.8 Technical Support Help Desk for End Users: A dedicated phone line to support end-users is available for technical support queries and general advice. Items developing a technical fault within the manufacturer warranty will be supported and replaced/repaired at no cost. For out of warranty or nonspecific technical advice a charge of (£55) per (1 hours) shall be applied and these charges shall be reviewed from time to time and adjusted in accordance with volume.
- 7.9 The support line will be provided from 09:00 to 17:30 Mon-Fri excluding English Bank Holidays
- 7.10 All calls will be recorded and retained for a period of twelve months.

8. SERVICE SPECIFICS

The following provides additional information in relation to the above service scope.

- 8.1 Geographical coverage
 - 8.1.1 By default, the Supplier will provide these services to [*Client*] Employees located in the UK.
- 8.2 Employee referral
 - 8.2.1 The Supplier will receive a referral direct from the Employee using an approved online referral form to obtain consent as required by UK-GDPR.

8.2.2 The Supplier will ensure that the Employee understands their Line Manager will be consulted throughout the process. If the Employee is unwilling to do this, then the supplier must notify the agreed contact within [Client]

8.2.3 The data received by the Supplier via the referral process and any downstream activities must be stored and used in accordance with [Client] 's information security policy and practices.

8.3 First Contact

8.3.1 On receipt of the referral form in line with SLAs set out in schedule 2 the Supplier will conduct First Contact consultation with the Employee and where necessary the Line Manager.

8.3.2 The Supplier will contact the Employee by their preferred communication method to gather information including but not limited to the condition, working environment, impact on the job role and additional detail necessary to identify the correct course of action or make a recommendation. Charges set out in [Pricing Document]

8.3.3 First Contact recommendations include:

- (a) Fast Track goods and services for physical and where appropriate non-physical adjustments
- (b) A Workplace Needs Assessment
- (c) Case resolution through redirection or where necessary escalation to appropriate [Client] internal channel, stakeholder, or pre-defined escalation path.

8.4 Health & Safety / DSE

If the adjustments arising from the H&S/DSE assessment have not met the needs or the complexity or condition is outside the scope of Health & Safety, further adjustments should be implemented via the Workplace Adjustment process.

8.5 Home delivery approval

[Client] supports working from home either as a business-as-usual activity when agreed between the Employee and the Line Manager or as a workplace adjustment.

8.6 Workplace Needs Assessments

8.6.1 The assessor appointed to a case must have the skills relevant to the Employee's needs.

8.6.2 Microlink combine assessments that cover different aspects of the Employee's adjustment needs. For example, if an Employee has Dyslexia but also has a Musculo-skeletal condition both needs will be covered by one assessment rather than two separate assessments.

8.6.3 If the Assessor believes that non-physical adjustments will be recommended, then the Supplier will follow the pre-agreed non-physical adjustment guidelines and process as set out by [Client]

8.7 Assessment reports

8.7.3 The assessor will produce an Assessment Report using the agreed template. The report will contain a clear summary of *recommended* adjustments, the measure of clarity being that both the Employee and Line Manager (if necessary) understand:

- (a) What the adjustments entail
- (b) What the expected benefits of the adjustments will be

8.7.4 If the Employee has a short-term health condition, an injury or is pregnant then [Client] expects the recommendations to be proportionate and reasonable in relation the duration and severity of the Employee's condition.

8.7.5 If the report contains recommendations for non-physical adjustments, then the detail of these must be discussed and agreed with the Line Manager

8.8 Assessment warranty

8.8.3 If the recommendations from an assessment prove to be ineffectual, the supplier will look at additional support or instruct the assessor to further investigate the solutions. The supplier will use the existing report as a starting point and update it as appropriate.

8.8.4 Should the condition or working environment of an Employee substantially change from the original assessment then the Employee will require a new assessment which the supplier will charge at the regular rate.

8.9 Implementation of adjustments

8.9.1 The Supplier will be responsible for ensuring that all adjustments are implemented within agreed SLAs and their performance will be measured based on these

8.9.2 [Client] expects that the Supplier will provide Case Managers to oversee the implementation of adjustments on cases where multiple adjustments are being provided and/or where appropriate non-physical adjustments have been recommended. The Case Managers will be the primary contact point for the Employee, Line Manager and other stakeholders and coordinate successful

implementation of the adjustments (or escalation if the agreed adjustments are not implemented in accordance with the SLAs).

8.9.3 Physical adjustments specified in the referral form, identified during First Contact, or recommended in an assessment report can be implemented immediately by the supplier using [Client] stakeholders as necessary. The SLA period for physical adjustments runs from the point where the order is raised, and delivery is agreed on the Supplier's case management system to the point where the adjustment has been implemented and confirmed as being in place by the Employee.

8.10 Post implementation reviews

8.10.1 The Supplier will review Fast Track and assessment cases [3 months] after the adjustments have been made.

8.10.2 If the review suggests that the adjustments are not effective or additional adjustments are required, the Supplier will initiate a repeat of the workplace adjustment process for the Employee.

8.11 Escalation

There are situations when [Client] would expect the supplier to escalate a case:

- (a) If the adjustments requested by the Employee / agreed with the Line Manager are not implemented within the agreed SLA.
- (b) If agreement cannot be reached with the Line Manager on the recommended adjustments.
- (c) If the supplier – or any of their partners, e.g., assessors – become aware of a situation that they believe warrants HR involvement, e.g., suspect that an Employee might be under duress, experiencing harassment, etc. In such circumstances the supplier will follow the process specified in [Client]'s policy guidance.

8.12 Management Information

The Service includes the Management Information and Meetings specified in Schedule 3 - Governance

9. DELIVERY

9.1 Standard delivery charge is £10 per Sales Order. Orders placed before 3pm will be guaranteed un-timed next day delivery. Delivery before 10am next day will be at a premium rate of £12.50 per order. Different tariffs apply to exceptional items. For non-stock items such as bespoke furniture, delivery should be arranged with the client.

- 9.2 Fair and reasonable charges will be levied on exceptional items such as ergonomic furniture and high value items requiring additional insurance, for example Braille Keyboards. Charges set out in section of this agreement in {Pricing Document]/ the Catalogue

10. DEAD ON ARRIVAL

- 10.1 A DOA should be reported to the Supplier for validation.
- 10.2 Following validation, a replacement will be sent by courier for next day delivery of replacement goods and collection of defective goods. For specialist or bespoke items, the SLA will be longer.
- 10.3 This is a non-chargeable service, but the Supplier's technical support staff must be consulted and validate that a product genuinely is DOA via a diagnostic set of questions.

11. RETURNS

- 11.1 The Supplier operates a no-condition returns policy. Items must be returned in original packaging within 28 days for a 90% refund. The customer is responsible for postage and package charges. However, where a piece of software (e.g., Jaws) is supplied which required online registration, no refund will be possible after registration has been affected.

12. WARRANTY

- 12.1 The Supplier offer no additional warranties other than the manufacturer's warranty for each product. [Client] should return any items under warranty to base. There is a dedicated member of staff who will liaise with [Client] staff to monitor and manage all warranty claims.

13. SERVICE LEVEL AGREEMENTS

- 13.1 The following is a summary of standard (UK) SLA's. "days" means Working Days.

Completion of First Contact	3 days
Completion of assessment	15 days
Delivery of IT and telephony catalogue items	5 – 15 days
Delivery of furniture items	15 – 30 days
Provision of consultancy, scripting and training services	15 days
Provision of technical support	3 days

- 13.2 A range of days indicates that the SLA is dependent upon the specific item (e.g., some items are made to order and take longer to deliver than others).

- 13.3 The SLA for services such as installation and configuration will be set to the longest SLA for the items being provided in the adjustment. For example, if an Employee is receiving software on a 5-day SLA and a chair on a 30-day SLA then the installation configuration SLA will be 30-day.

14. DELAYS

- 14.1 The only accepted reason for a workplace adjustment being delayed is that the End User cannot be contacted or is unavailable, e.g., on holiday, sick leave, etc.
- 14.2 All other delays will be viewed by the [*Client*] as a Supplier performance issue unless proved to the contrary (e.g., delay caused by internal [*Client*] stakeholder).

• Data backup, Restore and Disaster Recovery

Microlink offers RPO's of 2 hours and RTO's of 1 working day for the most extreme of situations.

Microlink utilise a disaster recovery plan that is accredited to ISO 27001 standard.

• Onboarding and Offboarding Support

- Implementation is project-driven, starting with requirements gathering via web session or in-person, and then managed via project team between Microlink and the Buyer involving all relevant stakeholders. Onsite and online training is packaged as part of the project and tailored to specific requirements. Onboarding is delivered through a dedicated Onboarding Team. Training is delivered via webinars to build knowledge of how the system works and expand the Buyer's Disability Confidence in making use of the system.

• Service Levels

9:00 – 17:00 UK time Monday – Friday.

• After Sales Support

Not applicable.

• Technical Requirements

Microlink recommends its customers utilise a modern browser such as the latest supported versions of Chrome, Firefox, Safari and Edge.

If this is not possible the customer will need to be able to access e-mail or telephone.

• Outage and Maintenance Management

Microlink employs a combination of multiple servers and load balancing to ensure outages and maintenance can be performed without affecting service availability.

In the unlikely event the system needs to be taken offline, customers will be informed and an alternative route to service will be provided (e-mail / telephone).

- **Hosting Options and Locations**

Microlink deploy our systems within Microsoft Azure and in particular the UK South (London).

- **Access to Data (upon exit)**

Upon exit, data subjects can extract the information related to their cases themselves and are given a reasonable time to do so. After which data will be archived and deleted at appropriate intervals.

Under this system personal data is obtained directly from data subjects by direct informed and transparent consent at the very outset of each case. Microlink acts as a Data Controller in relation to that personal data. There is no Buyer Data on the system save for incidental Business Card contact data of stakeholders within the Buyer with whom Microlink deals in the course of delivering the services and implementing recommended adjustments. Data Subject rights to access or delete data operate under and in full compliance with Data Protection Legislation. Any residual Buyer Data can be returned to the Buyer at the end of the contract in such format as may be agreed (usually as a .csv file).

- **Security**

Microlink employee's role-based access controls to restrict access to data.

Data is encrypted in transit utilising HTTPS over TLS 1.2 at a minimum.

Data is encrypted at rest utilising a minimum of AES-256 bit encryption.

Exit Management Plan

1. Microlink Cloud-based service delivery is generically single use elements within a contractual ordering framework. There is no minimum purchase requirement. Individual services are ordered invoiced and paid for. Accordingly when the contract ceases there is no element of service continuity to deliver up to the Buyer, make available to a successor, or transition. Exit is a "clean break".
2. The specialist nature of the Cloud services provided means that in most circumstances Microlink will operate as a Data Controller in respect of personal data and special category data arising under the contract. Such Data will continue to be held by Microlink after the end of the contract and in line with UK-GDPR. It is the personal data of the individual data subjects and not of the Buyer.
3. However in such circumstances as the parties may agree where either of paragraphs 1 or 2 above do not apply, Microlink will within 20 (twenty) working days of the Start Date provide the Buyer with an exit plan which deals with the management of the discontinuance of Microlink's service and which Microlink will follow.

4. Microlink must ensure that the exit plan clearly sets out Microlink's methodology for achieving an orderly transition of the Services from Microlink to the Buyer or its Replacement Supplier and/or the orderly cessation of the Services at the expiry or if the contract ends before the scheduled expiry.
5. The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:
 - a. the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from Microlink
 - b. the strategy for export and migration of Buyer data from Microlink system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer
 - c. the transfer of project- specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - d. the testing and assurance strategy for exported Buyer data
 - e. if relevant, TUPE-related activity to comply with the TUPE regulations
 - f. any other activities and information which are reasonably required to ensure continuity of Service during the exit period and an orderly transition
6. If relevant, Microlink, and subject to payment of its reasonable costs Microlink may assist the Buyer to migrate the Services to a Replacement Supplier in line with the exit plan.