

Healthywork Ltd Terms & Conditions: August 2018 onwards

Any such quotation prepared by Healthywork Ltd and/or Healthywork Ltd Referral Form/referrer email request will be deemed to be an agreement to conduct business services based on the Terms & Conditions below.

1. The services to be provided by Healthywork Ltd are as per the Healthywork Ltd quotation provided or for repeat referrers, as per previous services provided, which are of a similar nature (e.g. repeat Ergonomic Workstation Assessments).
2. Assessment fees and a written quotation are dependent upon whether the referrer requires one type of assessment only, a combination or a total package, including travel costs. Some may be agreed on hourly fees. The fees will be estimated before any assessment occurs or on the basis of previous agreed fees if the work is of a similar nature. The written Quotation will estimate the amount of professional time required in hours/part hours.
3. A record of the actual input required on a piece of work/case/Referral will be maintained by the assessor/Healthywork Ltd. In some cases, such as longer assessments or more complex referrals/packages, the quoted estimation of time to complete the work and thus the fee, may be inaccurate, and thus additional time, may be chargeable. Upon completion, where the estimated time has been exceeded, professional fees are £75/hr - £85/hr depending on the complexity of the input. This additional time will be clearly stated on the invoice and can be discussed with Alison Biggs, at Healthywork to clarify further if required.

If less professional time input that estimated on the quotation is required, the fee will be reduced.

4. A Referral Form/letter/email is required before the Healthywork Ltd services are delivered. Therefore referrers should complete a Healthywork Ltd Referral Form electronically/by post or send a suitable covering letter/email to make this a written request to go ahead. Referrers are assumed to be representing the organisation referring, following their completion of such on the Healthywork Ltd Referral Form/ their email address and email signature details. Password protection of documentation including confidential personal information is required. Text or email separately the password used to the contact details below.
5. Referrals may require the written consent of the individual client to be assessed prior to the assessment and their consent for the Healthywork Ltd assessor to read any medical info, records/reports, if applicable. Complete Healthywork Consent form. Password protection of documentation including confidential personal information is required. Text or email separately the password used to the contact details below.
6. If relevant, an Occupational Questionnaire, Job Description and any medical details regarding the individual client to be assessed and the impact of the health condition on their occupation is preferred. Complete the Healthywork Physical Occupational Questionnaire, Psychological/Cognitive Demands Questionnaire and send other relevant documents, such as Job Description, medical information etc. as applicable.
7. Healthywork do not generally contact the GP or other treating medical personnel for medical information, as some information is usually available from the referrer. In the absence of any information, we may consider contacting the GP and an extra charge would be made for performing this and the GP will also charge for sending copies of medical information. We would inform the referrer prior, if we felt further information from the GP was required. The GP fee will be included on the final invoice and an additional fee to read a larger volume (4 + documents/reports) of medical notes/reports would also be chargeable on the final invoice.
8. The assessment may be conducted by Alison Biggs, BSc (Hons) Occupational Therapist since 1993 SROT HCPC or an agreed trained assessor (State Registered Occupational Therapist (SROT) also Health and Care Professions (HCPC) Registered) who is an associate to Healthywork Ltd, with suitable training and experience in the assessment type requested, as available. Trained Psychologists and Vocational Counsellors may also be suitably qualified to conduct some assessments.
9. Seated Measurements Disclaimer: The seated measurements are obtained when the user is seated on their current office chair (as available). Every effort is made to record accurate measurements, but this can be difficult to achieve, e.g. depending on the amount of fabric padding on the seat, the shaping of the chair (if raised at the sides on the seat and back rest), the angle of the seat and back rest, the build of the individual on the chair and where the individual reports their mid back support padding is to be located (i.e. mid lumbar, or some prefer lower/pelvic support). As the office chairs recommended are fully adjustable in most dimensions, slight difference of measurement to actual requirement once seated on a recommended chair model can usually be accommodated. Therefore the assessor cannot be held responsible for issues arising from chair measurements recorded and their interpretation by suppliers when suggesting suitable alternative chair models.



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10. Notice of cancellation between 48 and 72 hours will result in a 50% assessment fee payment. If less than 48 hours' notice is given prior to the assessment time, the full assessment fee will be payable. In other instances, when working on an hourly fee, an anticipated estimate of the assessment time will be made and invoiced accordingly.
11. Travel and assessment expenses incurred e.g. meeting room hire will remain chargeable upon cancellation of an assessment at any point after which they have been booked. Re-charging of travel and assessment expenses will also be incurred if the assessment is re-booked for another date. Time to book travel/meeting room arrangements is included in the assessment preparation timings/fees.
12. Following the assessment, the referrer receives the report within 3 working days wherever possible, or this may be longer, depending upon the complexity of the report, if the individual client is to review the report before release and/or the gathering of equipment quotes. A final copy is not usually sent to the individual client assessed unless they have been reviewing the document or if instructed otherwise. The report will be password protected as it includes confidential personal information. The password will be texted or emailed separately.
13. The individual client (who was assessed) can be given the option to 'Read report before release'. This is an option relevant for some assessments, especially where medical documentation has been included, for complex work needs and accuracy is required and also where the subject matter is sensitive. The Referrer is informed and has to be in agreement, if the option is relevant.
14. Medical Disclaimer: Medical information will be provided by the individual client being assessed to the assessor, as relevant to the assessment, in order to conduct the assessment. Discussion around assessment and treatment conducted or other options to consider may be discussed. Information discussed is not intended to be a substitute for other professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified/specialist health care provider with any questions you may have regarding a medical condition or treatment and before undertaking a new health care regime, and never disregard professional medical advice or delay in seeking it.
15. Any comments or queries will be answered following the report. If this entails further assessment or follow up input of more than 15 minutes, additional charges will need to be made.
16. Following assessment the referrer is invoiced for the balance of the fee and any additionally incurred expenses. Payment is due within 30 days of the invoice date.
17. Healthywork will charge statutory late payment interest ((base/reference rate plus 8 per cent) on the invoice amount if it remains unpaid beyond 1 month overdue, under the Late Payment of Commercial Debts (Interest) Act 1998. We will also charge a fixed fee (under late payment legislation) for costs incurred for the recovery of the invoice amount to date.
18. If a dispute or complaint arises regarding Healthywork Ltd, please refer to our Complaints Policy on our website, or contact the Director Alison Biggs in writing, by email or post in order to discuss the matter.
19. Healthywork Ltd is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.
20. Our General Data Protection Regulation (GDPR) arrangements for referring organisations and GDPR compliancy information for individual clients is included on the following pages and this information will be provided in writing to individual clients at the beginning of our input.

Alison Biggs
Healthywork Ltd Director
June 2018



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GDPR – Data sharing arrangements between: The Referrer/Referring organisation and Healthywork Ltd

Purpose for Sharing

The purpose of this data sharing arrangement is to establish the way in which confidential information may be treated during the engagement of Healthywork Ltd services

The parties agree to only process Shared Personal Data for the following purposes:

- To allow the provision of Healthywork Ltd services, in order to provide care/input to individual clients.
- To provide clinical and care information for the purposes of Court proceedings necessary to manage the client's claim and/or handling of the awarded funds.

Type of Information to be Shared

Healthywork Ltd intends to disclose the following confidential information:

- Details of Independent Therapist(s), if involved with individual clients;
- Telephone and mobile number(s);
- Email address;
- All necessary information gathered in relation to the individual client(s) as instructed, in relation to all correspondence, letters, emails, telephone calls and meetings held – as applicable to the input provided.

How Information will be Shared

This will be shared by:

- Letter or reports;
- Email;
- Telephone call;
- During meetings.

Compliance with Data Protection Laws

Confidential information for the purposes of this agreement is defined as information that says or reveals something private, personal and of meaning about someone, and which reveals who that person is either by itself or when combined with other information. It includes personal data and special personal data with specific meanings as defined by the General Data Protection Regulation.

Each party shall ensure compliance with applicable data protection laws at all times during the term of this agreement.

Each party shall have a valid registration with the Information Commissioner's Office (ICO), by the time that the data sharing is expected to commence.

Lawful Processing

Each party shall ensure that it processes Shared Personal Data on the basis of one or more of the following lawful bases:

- The individual has given his/her consent in order to provide the Healthywork Ltd services;
- Processing is necessary for the performance of a service to which the individual is a party to or in order to keep records at the request of the individual prior to entering into a service;
- Processing is necessary for compliance with a legal obligation to which the parties are subject, other than an obligation imposed by the service;
- Processing is necessary in order to protect the vital interests of the individual. As an example, sharing health and personal details in a medical emergency;
- Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the parties;
- Processing is necessary for the purposes of legitimate interests. As an example, the requirement to share details in relation to safety, or to meet regulatory requirements, especially where the situation relates to a child. This basis also applies where it is in our interest as an organisation, for example, sharing information with a debt collection agency in order to obtain payment that is due. When processing under this basis, all data shared is safeguarded, relevant and limited to what is necessary and the parties' interests are balanced against necessary interests, rights and freedoms.



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In respect of the Shared Personal Data the parties shall ensure that their privacy notices are clear and provide sufficient information to the individuals, for them to understand what of their personal data the parties are sharing with each other, the circumstances in which it will be shared and the reason for sharing the data.

Data Quality

The Shared Personal Data must be accurate, adequate, relevant, not excessive and up to date. Appropriate internal procedures must be in place to update any Shared Personal Data when required prior to any transfer.

Data Subject Rights

Individuals (data subjects) have the right to obtain certain information about the processing of their Personal Data through a Subject Access Request. Both parties are responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include:

- Copies of the request for information;
- Details of the data accessed and shared;
- Notes of any meeting, correspondence or telephone calls relating to the request.

The parties agree to provide reasonable assistance as is necessary to each other, in order to comply with Subject Access Requests and to respond to any other queries or complaints in a timely manner.

Data Retention and Deletion

Neither party shall retain or process Shared Personal Data for longer than is necessary to carry out the required activities as outlined in their respective terms and conditions.

Parties shall continue to retain Shared Personal Data in accordance with professional retention periods applicable in their respective countries and industries.

Transfers

Neither party shall disclose or transfer Shared Personal Data outside the European Economic Area (EEA) without written consent, signed by both parties.

Data Security

The parties shall only share the Shared Personal Data using secure manual/electronic methods as agreed between them.

The parties shall have in place appropriate technical and organisational security measures in order to:

- Prevent unauthorised or unlawful processing of Shared Personal Data;
- Prevent the accidental loss or destruction of, or damage to, the Shared Personal Data;
- Ensure a level of security is in place appropriate to both points above;

It is the responsibility of both parties to ensure staff members are appropriately trained in the processing of Shared Personal Data in relation to both points, as above.

Breaches and Reporting Procedures

A personal data breach is whenever any personal data is lost, destroyed, corrupted, disclosed or passed on without proper authorisation.

- Parties are under strict obligation to notify any potential or actual losses of Shared Personal Data to each other as soon as possible.
- A process shall be in place to notify the Information Commissioner's Office (ICO) within 72 hours of becoming aware of a data breach, even if all details are not yet fully available.
- Parties shall be aware of what information must be provided to the ICO about a breach.
- Parties shall have a process in place to inform affected individuals, without undue delay, about a breach, when it is likely to result in a high risk to their rights and freedoms.
- All breaches shall be documented, even if they don't all need to be reported.

Length of Arrangement

This arrangement will commence upon instruction of Healthywork Ltd services and will remain in place indefinitely until terminated by either party.



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Information Notice to Individual Clients from 25.05.2018

Privacy Information

Healthywork Ltd is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when working with Healthywork Ltd, you can be assured that it will only be used in accordance with this privacy statement.

Name and contact details of the Data Controller	Alison Biggs - Director T: 07958 502363 E: alison@healthywork.org.uk
Data Processors	Any Associate professional conducting input for Healthywork Ltd

Why we collect and process your data:

We always ask for your consent to process your data in order to provide our specialist services to you.

How and what information is collected about you

We may collect the following information by email, telephone call, by post, questionnaires / forms, or in-person:

- Name and Date of Birth
- Contact details (phone, email, address)
- Family members / Support Staff names and contact details
- Personal health and lifestyle information, including reports and letters from healthcare professionals
- Referral information and assessment/input outcomes

What we do with the information we gather and what it is used for

- Professional record keeping of client information;
- Recording the initial assessment/provision of services;
- Sharing your information with relevant parties when necessary (with your permission)

Your Rights

- If you have given your consent to us processing your data, you have a right to withdraw your consent to any further processing.
- You have a right to request your data to be erased from our records.
- You have the right to request your data be transferred to another organisation.

If you wish to withdraw consent or request a transfer or erasure of your data, please email alison@healthywork.org.uk.

We will always give you the opportunity to opt out of future marketing whenever we send you marketing material or you can opt out at any time by contacting us.

How you can access your information

You may request details of personal information which we hold about you under the General Data Protection Regulation. If you would like a copy of the information held on you please write to Alison Biggs at Healthywork Ltd, PO Box 545, Abbots Langley, Hertfordshire, WD5 5AN. **There is no longer a charge for this service.**

How long we keep your information for

The Regulation does not set out any specific minimum or maximum periods for retaining personal data. Instead, it says that: Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes. See this link: <https://ico.org.uk/for-organisations/guide-to-data-protection/principle-5-retention/>. Healthywork Ltd will retain personal data for 7 years for adults and 7 years following their 18th birthday for children, unless upon review it is deemed necessary to retain it for a longer period.

Data Transfer outside the European Union

In some instances, it may be necessary for us to transfer your data outside of the European Union, or to countries not approved by the ICO. Where this is the case we may seek further consent from you to do this. In all instances, we will take all steps necessary to safeguard your information and ensure that your data protection rights are maintained.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place highly secure electronic systems and managerial procedures to safeguard and secure the information we collect.

Right to Complain

If you have a concern about our information practices, you have the right to complain. You can do so by contacting the Information Commissioner's Office on 0303 123 1113 or by visiting www.ico.org.uk.