

Healthywork Ltd Terms & Conditions: 2023

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. **Healthywork Ltd Services:** 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 written quotation:** The quote/estimate is dependent upon whether the Referrer requires one type of assessment only, a combination or a total package, (e.g. individual assessments (1:1) or group assessments, e.g. DSE training and Risk assessments) including travel costs, for Face to Face (F2F) assessment/input, where applicable, or if the assessment/input is going to be via video call.

Most Referrals/assessments are 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 from the information provided by the Referrer, which may be limited or extensive.

3. **Professional Time/Fees:** A record of the actual input required on a Referral/piece of work 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 input/work and thus the quoted/estimated fee may be inaccurate, and thus the additional time delivered will be chargeable.

Current professional fees are £90/hr.

Current travel fees are £60/hr for travel time and 55p/mile, and fees for public transport tickets/car parking/taxi, as applicable.

When ongoing use of our services occurs, if the fees above are subject to change, 30 days' notice will be given.

A quotation fee remains current for 30 days and then may be subject to change.

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

Healthywork Ltd input is not subject to VAT (exempt).

Healthywork Ltd can reduce the professional fee by 10% for charities registered with The Charity Commission if Healthywork Ltd are informed of this status by the Referrer at referral with their registered charity Number provided.

4. **Individual Client Consent Forms:** Referrals, depending on the type of assessment required, require completion and signing of the Consent form(s).

Prevention/DSE Risk assessments do not typically require the completion of a Consent form, as they are usually non-medical/prevention assessments. Where there is a medical situation this would be classed as an Ergonomic Assessment, and completion of a Consent form may apply.

There is an initial written Healthywork Consent Form (1) for the Individual Client (See document titled: Individual Client Consent for assessment, access to medical records (optional) & Client read report prior to release UK GDPR January 2023).

This Consent form always applies to Mental Health/Neurodiversity Assessments, Functional Capacity Evaluations and Cognitive Assessments and sometimes other assessments which have a degree of medical information to be shared with Healthywork Ltd.

The document includes:

- Consent for input from Healthywork Ltd (to deliver the assessment etc.).
- Consent for Healthywork Ltd to be provided with/read GP medical records/information from treating medical personnel reports regarding the individual client to be assessed, if applicable (This is optional).
- Information about the 'Read report before release' process.

Not all Referrals require this Consent Form to be completed, if no medical information is to be shared or documented upon in the Referral form or the assessment report e.g., Ergonomic assessments which mainly require posture and furniture/equipment advice and general health condition advice, not specific medical information.

A further Healthywork Consent form (2), a specific version for the type of assessment to be delivered, is emailed to the Referrer to forward on to the Individual Client or emailed/posted directly to the Individual Client prior to online video assessments or if delivering a F2F Functional Capacity Evaluation or F2F Cognitive Assessment, to give the Individual Client sufficient time to read the detail about the assessment to be conducted)

and/or

given to the Individual Client in person at delivery of a F2F assessment, eg Ergonomic Assessment, by the Healthywork Ltd assessor.

This Consent form includes the Individual Client's consent to go ahead with the Healthywork Ltd input, practical details about the anticipated delivery and content of the assessment.

The Individual Client will sign this Consent document, in instances where the Consent form (1) has not been previously obtained, the Individual Client's written/signed consent to the assessment is gained at this stage.

In the event if in case of an assessment where medical information is to be shared or documented upon in the Referral form or the assessment report, the Individual Client is not willing/able to complete the Consent form (1) and/or (2), the assessment is aborted and deemed a cancellation.

Signing of Consent form (2) is not essential (some Individual Clients, having signed Consent form (1) do not return Consent form (2) signed when it is an electronic/video call appointment), so their participation in the subsequent video call assessment appointment deems they have consented to it by nature of their active participation.

5. **Referral form:** A Referral form/letter/email is required from the Referrer 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 the individual client to Healthywork Ltd for an assessment, following their completion of such on the Healthywork Ltd Referral form - their email address and email signature details.

The Referrer may be a different individual to the individual who will be indicated as the Report recipient.

Password protection of documentation including confidential personal information is required. Text or email separately the password used to the Healthywork Ltd contact details below.

6. **Additional Documents at Referral:** If relevant, the Referrer also includes a Job Description document/list of duties. Also, any health/medical information held by the Referrer, regarding the individual client to be assessed and the impact of the health condition relevant to their occupation is beneficial (if Individual client consent has been gained to do so) as applicable.

Referrers should complete the Healthywork Ltd Physical Occupational Questionnaire (physically active job demands (not sedentary) when assessing physical health issues, e.g., if referred for a Functional Capacity Evaluation)) and/or Healthywork Ltd Cognitive Occupational Questionnaire (cognitive job demands, when assessing cognitive health issues, e.g., if referred for a Cognitive Assessment).

7. **GP notes/treating medical personnel:** Healthywork Ltd does not generally contact the GP or other treating medical personnel for medical notes/information, as some information is usually available from the Referrer or from the individual client themselves. In the absence of any information, Healthywork Ltd may consider contacting the GP/treating personnel and an extra charge would be made for performing this and the GP/treating personnel may also charge for sending copies of medical information. We would discuss with the Referrer if we felt further medical information (GP notes/treating personnel) was required and make the Referrer and Individual client aware (in writing/email) of the intention to contact their GP/treating personnel where they have already provided their consent on the initial Healthywork Ltd Consent form (1 above), or Consent to do so will be re-requested. The individual client would be copied into any email correspondence with the GP/ treating personnel if this were to be required.

The GP/medical personnel fee (if applicable) will be included on the final invoice. Healthywork Ltd will need to charge for additional time to obtain the information and to read/review the information, i.e., a larger volume (4 + documents/reports) of medical notes/reports would also be chargeable on the final invoice. (As per the professional hourly fee detailed above).

8. **The Assessor:** The assessment may be conducted by Alison Biggs, BSc (Hons) Occupational Therapist since 1993, State Registered Occupational Therapist (SROT) and Health and Care Professions Council (HCPC) Registered: OT 21914 or an agreed trained assessor (State Registered Occupational Therapist (SROT) and Health and Care Professions Council (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. **Assessment Delivery:** The assessment date and time will be agreed between the Referrer and Healthywork Ltd, or directly between the Individual Client and the Healthywork assessor and the agreed date and time will be communicated in writing/email to the Referrer.

The assessment may be delivered via online/video call (e.g., Zoom/MS Teams etc.) or face to face (F2F) at an agreed geographical location. This will have been agreed and detailed in the completed Referral form.

The Individual Client can have someone with them during the assessment (whether F2F or video call assessment) for support if they wish, indicating to the Assessor the name of the individual and their relationship to the Individual Client. This should ideally be arranged with the Assessor prior to the assessment date.

10. **Notice of cancellation** between 48 and 72 hours prior to the assessment date and time will result in a 50% of the anticipated (as quoted) assessment fee payment. If less than 48 hours' notice is given prior to the assessment time, the full anticipated assessment fee will be payable.

Any professional input/preparation time for the subsequently cancelled assessment will remain chargeable.

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.

11. **Report Process:** Depending on the type of assessment conducted, following the assessment:

Assessment reports which include personal medical information summary/sensitive information and/or more complex work place information/reasonable adjustment advice, so accuracy of the report information is required, (e.g. Mental health assessments, Cognitive assessments, Functional Capacity Evaluations, and some other assessments) the Individual client has the opportunity to conduct the 'read report before release' process:

At the end of the assessment, the date is agreed between the Healthywork Ltd assessor and Individual Client when a 'Draft' version of the report will be emailed to the Individual Client for the commencement of the 'read report before release' process.

The report will be password protected as it includes confidential personal/medical information. The password will be texted or emailed separately.

The 'read report before release' process is typically conducted during the period of 5-9 working days post assessment date and has to be completed before the agreed submission date of the 'Final' report version to the Referrer (typically 10 working days after the assessment date, as set by the assessor at the end of the assessment).

The 2 dates are communicated to the Referrer by the assessor after/on the same day on which the assessment has been completed.

The Draft report is emailed to the Individual Client on the date agreed, unless the report is ready earlier, to the email address they have provided/indicated.

The report password is typically sent by text to their mobile phone number at the same time as the Draft report has been emailed, so they know to look for the email in their inbox or find it, if it has gone to their email junk box due to firewall settings etc.

The Individual Client can then begin the process of reviewing the report content and indicate any corrections/comments/additions to the report, in writing (by email) to the assessor.

The assessor will then consider any comments made and consider amendments to the report (There may be back and forth updated versions of the report during this report review period).

By the end of this process, the individual client therefore has an electronic copy of the 'Final' report version which will be submitted to the Referrer/report recipient – to the person(s) as indicated on the Referral form or in subsequent instruction.

Where an Individual Client has visual/health needs impacted by screen use, does not have an electronic device or has a device on which it is difficult to read a long report, e.g. small mobile phone screen access only, or does not use email, the Draft report can be sent by an alternative method.

This may be to an email address of someone the Individual Client indicates (the report password continues to be sent to the Individual Client (by text or telephone call) or to another person they indicate, and they may access it on another person's device.

Alternatively, the Draft report can be posted to them (tracked/signed) to complete the 'read report before release' process. This method will require additional time to complete the review process, comments may need to be conducted by telephone discussion.

The method will be agreed between the Individual Client and the assessor at the end of the assessment.

If a slower method to conduct the review process is required/will be longer this will be communicated to the Referrer.

Occasionally, deadlines need to be extended, due to a variety of reasons. These will be communicated and discussed with the Referrer.

When there is no response from the Individual Client during the read before release process, attempts are made to get in touch with them (typically re-email/text) to prompt them to complete the process or if there are issues with the method of review, e.g. difficulty opening the document etc.

The submission deadline is only extended in discussed and agreed circumstances between the Individual Client and the assessor.

Where there is no engagement/communication from the Individual Client, despite efforts to do so, the report titled 'Draft' report will be converted to 'Final' report and the report submitted on the date agreed.

Assessment reports focussed on equipment/posture, no personal medical information summary/non-complex work tasks more general information regarding management of symptoms/health and suitable equipment information, e.g. office seating to suit health and body dimensions (e.g. mainly Ergonomic/DSE assessments) minimal information provided by the Individual Client, so content all as assessed by the assessor):

The Referrer/report recipient (person(s) as indicated on the Referral form) receives the report at the same time as the individual client if an individual 1:1 assessment report.

(Group assessment reports, e.g. DSE Risk assessments conducted with a number of individuals are not shared with every individual – the Referrer may share sections of the report, as relevant to the Individual Clients assessed). A 1:1 report is

typically released to the Referrer within 3 working days wherever possible or this may be longer, depending upon the complexity of the report and/or the gathering of equipment quotes (e.g. an Ergonomic Assessment report with no personal medical information,

12. **Referrer questions/report discussion:** Any comments or queries will be answered following the report, usually in writing (email). If this entails further assessment or follow up input of more than 15 minutes, additional charges at the current professional hourly rate will apply.
13. **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.
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. The Individual Client should always seek the advice of their physician or other qualified/specialist health care provider with any questions they 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. **Actual fees/Invoice:** At the point of the Final report release to the Referrer (or named report recipient(s)/emailed as indicated on the Referral form) the total professional time delivered to date and travel costs (if applicable) will be indicated to the Referrer/report recipient, as appropriate.
If no additional professional input is required, 5 working days after the report has been released, the invoice will be submitted, or sooner if the Referrer has indicated no further input and suitable to do so.

The time required and other chargeable costs will be clearly stated on the invoice and can be discussed with Alison Biggs, Director, Healthywork Ltd to clarify further if required.

The invoice will not name Individual Clients or the type of occupational health assessment that has been conducted where the type of assessment is sensitive in nature.

Individual Clients can be identified to by a code instead of initials/name within email/referral related correspondence and on invoices. The Referrer can indicate if they wish to use a code system.

The organisation/Referrer is invoiced for the balance of the fee and any additionally incurred expenses. Payment is due within 30 days of the invoice date.

16. **Late Payment:** 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 required for the recovery of the invoice amount to date.
17. **Dispute/complaints:** If a dispute or complaint arises regarding Healthywork Ltd, please refer to our Complaints Policy on our website, or contact the Healthywork Ltd Director Alison Biggs in writing, by email or post to discuss the matter.
18. **Legal Jurisdiction:** Healthywork Ltd is governed by the law of England and Wales and is subject to the exclusive jurisdiction of England and Wales.

Any dispute, controversy, difference or claim arising out of or in connection with this agreement whether in contract or tort and including any question regarding its existence, validity or termination, should be referred to and finally resolved by arbitration under the UNCITRAL rules (the "Rules") of the centre for Effective Dispute Resolution ("CEDR"), which Rules are deemed to be incorporated by reference into this clause. The arbitration proceedings shall be conducted in London, United Kingdom, in English before three arbitrators. Each party shall nominate one arbitrator for the approval of CEDR and the third arbitrator, who shall act as chairman, shall be appointed by the CEDR. If any party fails to make an arbitral nomination or is not approved by the CEDR, the CEDR shall appoint a replacement arbitrator.

19. **Data Protection Act 2018 (UK GDPR)** arrangements for referring organisations and UK 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 2023

**UK 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 (see below) 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 (Shared Personal Data)

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.

The Referrer intends to disclose the following confidential information:

- Contact details of the referred employee (name, e-mail address, telephone/mobile number.
- Job Title
- Working location (if personal/home working address).
- Contracted hours and breaks.
- Employment status
- Symptoms affecting work tasks/Reason for Referral.
- Diagnosis, if known and if consent to disclose.
- Other documents as relevant/held, work and health/medical documents, which may include date of birth, personal home address.

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 category data with specific meanings as defined by the Data Protection Act 2018.

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 Client has given his/her explicit 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.

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.

UK GDPR - 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 UK GDPR. 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/guide-to-the-general-data-protection-regulation-gdpr/principles/storage-limitation/>

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 will 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