smartclinic

SMART CLINIC – PAY-AS-YOU-GO USAGE

SERVICE LEVEL AGREEMENT IN RELATION TO AD-HOC OCCUPATIONAL HEALTH AND WELLBEING SERVICES V10.0

Many thanks for your interest in Smart Clinic. As a developing business, we really appreciate the faith that our customers put into us when they sign up to work with Smart Clinic. To ensure that our customers are getting what they expect, and more, we have put together a service level agreement which sets out exactly what you can expect from us, and what we may need from you to achieve this.

We make every effort to use plain English in everything we do, including our clinical reports, and hopefully this agreement should be no exception. We've worked on it to make it easy to understand and unambiguous. However, if you have any queries or would like anything clarifying on the agreement, we would be more than happy to talk you through it.

One of the ways we are able to offer a high quality, and great value service is by keeping our terms fair and consistent across all clients. Therefore we won't be able to provide any amendments or customisation to this agreement, so please ensure you are satisfied with the terms before signing up.

Once again, thank you for signing up to Smart Clinic. It's customers like you that make Smart Clinic the thriving, honest and ethical business we are today, and with your ongoing support we will be able to continue to provide our excellent service for many years to come.

1. Service agreement

This Service Agreement is effective from the date it was signed and replaces any other existing Service Agreements. Smart Clinic will be providing occupational health, wellbeing and related services to the employees of Your Organisation ('the employees').

Your Organisation, (hereinafter referred to as 'Your Organisation' or 'customer'); as a customer of APL Health Limited (company registered number 09419480), (hereinafter referred to as 'Smart Clinic').

By using your Smart Clinic account, you are confirming that you have the authority to make the financial management decisions relating to occupational health and wellbeing on behalf of Your Organisation, and you're agreeing to the terms of this agreement.

BACKGROUND

(A) Smart Clinic is in the business of providing occupational health, wellbeing and related services.
(B) Your Organisation agrees to obtain and Smart Clinic agrees to provide the services to the Employees of Your Organisation on the terms set out in this agreement.

INTERPRETATION

The definitions and rules of interpretation set out in Appendix A apply to this agreement. **By using Smart Clinic, you are agreeing to all charges and terms set out in this agreement.**

2. Duties of Smart Clinic

Smart Clinic shall be obligated to offer the following remote services to Your Organisation and its Employees via online questionnaire, telephone or our chosen video conferencing software, and for the prices set out below:

Management referrals

Service	Price
Occupational health assessment (nurse)	£160
Occupational health assessment (physician)	£400
Pre-placement screening (subject to organisation type)	£35
Musculoskeletal assessments	£100

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Return to work questionnaire	£5
Stress and mental wellbeing risk assessments	£20
Cognitive function assessments	£290
Workplace mental health assessments	£250

Self-referral and therapy services

Access to employees is optional, and can be made available only to employees you choose to give access to.

Service	Price
Physiotherapy	£75 per session
Counselling	£75 per session
Anxiety management	£75 per session
CBT	£75 per session
Online CBT	£150 per course

Other

Other charges for ad-hoc work, not otherwise included in our day-to-day provision.

Service	Price
Procurement setup (company director)	£100 per hour
Ad-hoc development work (PHP developer)	£90 per hour
Outsourced administrative work (client support administrator)	£50 per hour

Please contact us if you require a cost estimate.

3. Procurement and onboarding

At Smart Clinic, if you opt for a pay-as-you-go service, there is no cost to set up your account, nor are there any ongoing management fees or retainers. This is unusual in the occupational health industry, but something we are proud to offer.

To assist you with a speedy and efficient occupational health process, we have published all the information you will require to set Smart Clinic up as a supplier here: https://smartclinic.com/procurement-information/

We recognise that some companies also have their own unique processes for setting up new suppliers. Although these are usually administrative, and can be completed by Your Organisation internally, if there is anything not covered within the procurement information link above, or that you would prefer us to complete instead of Your Organisation, we are able to do this.

The hourly cost for completing such information is set out in section 2 above, under the heading 'Procurement Setup'. By having an account with Smart Clinic or by making any such requests you are agreeing to this charge. Please also contact us if you require an estimate before doing so.

4. Smart Clinic shall be obligated to perform the following duties:

1. Use reasonable endeavours to provide the facilities and staff required to operate a professional occupational health and wellbeing service for Your Organisation for the duration of this agreement.

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2. Comply with all Applicable Data Protection Laws. Further details can be found within our various policies, available here; https://smartclinic.com/procurement-information/ . This Clause is in addition to, and does not relieve, remove or replace a party's obligations or rights under Applicable Data Protection Laws.
3. Provide usage reports accessed via your client area.
4. Ensure that all case decisions, which would incur further costs, which are not covered under the relevant agreement sections, are referred to Your Organisation for prior approval.
5. Engage in occupational health services with Employees as instructed to do so, and support Employees with reasonable administrative queries relating to the occupational health services as required. All other queries, including disputes between Employee and employer, will be referred back to Your Organisation to manage.
6. Smart Clinic reserves the right to refuse a referral on the grounds of it being inappropriate, or not within the training and qualifications of the clinical professional.
7. In respect of Occupational Health referrals, attempt to make contact with the Employee within two working days and following successful contact, advise Your Organisation within two working days where an Occupational Health assessment has been arranged. Following completion of an Occupational Health assessment, provide the report to the Employee for approval within five working days of the assessment taking place.
8. In the case of an Occupational Health referral where initial contact was unsuccessful, attempt to contact the Employee on at least two further separate occasions over the next five working days.
9. Where Smart Clinic receives no further contact from the Employee following an attempt made in accordance with Clause 4 Paragraph 8, or where an Employee fails to attend an assessment or where an Employee withdraws consent, notify Your Organisation within one working day.
10. If Smart Clinic's performance of its obligations under this agreement is prevented or delayed by any act or omission of Your Organisation, its agents or Employees, then, without prejudice to any other right or remedy it may have, Smart Clinic shall be allowed an extension of time to perform its obligations equal to the delay caused by Your Organisation.

5. Obligations of Your Organisation (and employees):

Your Organisation and/or Employees shall be obligated to:

1. Provide Smart Clinic with relevant background information, as Smart Clinic may require, and instructions when referring Employees for services via your online client area.
2. Attend pre-booked appointments for management referral cases. Non-attendances, or Late Cancellations will remain chargeable at the full rate defined in Section 2.
3. Handle all information lawfully and according to the Applicable Data Protections Laws.

6. Fees and services:

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1. Smart Clinic shall charge fees only within prices listed in Section 2, or Section 6 (4a), unless otherwise agreed.
2. Smart Clinic reserves the right to review and amend prices for services once per year.
3. Your Organisation shall pay each invoice submitted to it by Smart Clinic within 30 days of receipt to a bank account nominated in writing by Smart Clinic.
4. Without prejudice to any other right or remedy that it may have, if Your Organisation fails to pay Smart Clinic any sum due under this agreement on the due date:
   (a) Your Organisation shall pay interest on the overdue sum from the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
   (b) Smart Clinic may suspend all or part of the Services until payment has been made in full.
5. All sums payable to Smart Clinic under this agreement:
   (a) Are exclusive of VAT, and your Organisation shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
   (b) Shall be paid in full without any set-off counterclaim, deduction or withholding

7. Terms and renewal:

As these services are delivered on an 'ad-hoc' basis, there is no notice or termination period for either party relating to this agreement. Smart Clinic reserves the right to terminate the agreement following a period of Inactivity of two years or more.

8. Archiving and transfer of data:

1. Smart Clinic shall store all documents for a minimum of six years after termination of this agreement.
2. If a transfer of medical records or transfer of data is necessary, we will work with your incumbent provider to accept the information in an appropriate format. Any costs charged by your incumbent provider must be met by Your Organisation.
3. If in the future you wish to transfer your medical records held by us to another provider, we reserve the right to charge an administration fee of £30 per record, to release these.

9. Termination or changes:

1. Without affecting any other right or remedy available to Smart Clinic, Smart Clinic may terminate this agreement with immediate effect by giving written notice to Your Organisation if:
   (a) Your Organisation fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified to make such payment; or
   (b) Your Organisation commits a material breach of any term of this agreement; or
   (c) There is a change of Control of Your Organisation.
2. Your Organisation has the right to terminate this agreement for any reason with immediate effect.
3. On Termination of this agreement:
   (a) Your Organisation shall immediately pay to Smart Clinic all of Smart Clinic's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Smart Clinic may submit an invoice, which shall be payable immediately on receipt;
   (b) No rights, obligations, or liabilities of either party covered as part of this agreement shall be affected.

10. Force Majeure

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1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
   (a) acts of God, flood, drought, earthquake or other natural disaster;
   (b) epidemic or pandemic;
   (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
   (d) nuclear, chemical or biological contamination or sonic boom;
   (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
   (f) collapse of buildings, fire, explosion or accident; and
   (g) non-performance by suppliers or subcontractors; and
   (h) interruption or failure of utility service
2. Provided it has complied with Clause 10 Paragraph 3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
3. The Affected Party shall:
   (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
   (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
   (c) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 7 days' written notice to the Affected Party.

11. Confidentiality and references:

1. Each party agrees not to disclose to any third-party individuals or organisations the details of Your Organisation's individual service level agreement or the Charges agreed within. Further information can be found on the 'non-disclosure of commercially sensitive information section' of our website.
2. Smart Clinic may disclose the other party's confidential information:
   (a) To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising Smart Clinic's rights or carrying out its obligations under or in connection with this agreement. Smart Clinic shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11; and
   (b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
4. Subject to this Clause 11, each party is permitted to use their respective logos and website links to promote the relationship between both parties.

12. Limitation of liability

1. Smart Clinic has obtained insurance cover in respect of its own legal liability for public and professional liability claims not exceeding £5 million and liability for medical

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malpractice and professional indemnity claims not exceeding £10 million. The limits and exclusions in this clause reflect the insurance cover Smart Clinic has been able to arrange and Your Organisation is responsible for making its own arrangements for the insurance of any excess loss.

2. References to liability in this clause 12 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
3. Nothing in this clause 12 shall limit Your Organisation's payment obligations under this agreement.

13. Health surveillance

This agreement relates to Absence Management Services, also known as 'case management'. It also includes wellbeing and therapy support for The Employees. It does not include any Statutory Health Surveillance support or advice relating to safety critical work, and this does not fall within the responsibility of Smart Clinic as part of this agreement. If you believe Your Organisation may require health surveillance, or you are unsure, please contact Smart Clinic, and we would be glad to offer a 'Needs Assessment' and provide you any costs associated with this.

14. Governing Law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date listed below.

By completing this agreement, I acknowledge that I accept all the terms and conditions included within.

Smart Clinic

Signer's name: Harry Cramer

Digital signature: 

Organisation: APL Health Limited, trading as Smart Clinic

Your organisation

Signer's name:

Digital signature:

Organisation:

IP:

Date of completion by both parties:

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Appendix A – DEFINITIONS

Absence management services: Occupational health management referral services as referenced in section 2.

Administrators: Those listed on the Smart Clinic admin client area as having administrative permissions.

Applicable Data Protection Laws:

a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Charges: The total charges for the Services as listed in section 2.

Clinical Professional: An individual with clinical training, such as a nurse, doctor, physiotherapist, counsellor, cognitive behavioural therapist or other medical professional.

EAP: Employee assistance programme

Employees: Those employees of Your Organisation who have valid contracts of employment at any stage of the duration of this agreement.

Inactivity: A period of time where no services have been used by Your Organisation.

Late cancellation: An appointment that is cancelled or rescheduled with less than one Working Day (eight working hours) of notice, or two Working Days (sixteen working hours) in respect of consultant occupational physician cases.

Minimum Headcount: The total number of Your Organisation's Employees as declared by Your Organisation as part of this agreement, representing the entirety of your Employees.

Non-Attendance: An Employee does not answer for their remote appointment, or appear in person for face-to-face appointments at the time, or within 15 minutes of the scheduled time, irrespective of reason.

Staff List: List comprising of Your Organisation's Total Headcount to include as a minimum the Employee's first name, last name, email and date of birth.

Statutory Health Surveillance: A system of ongoing health checks for employees who are exposed to occupational hazards such as noise or vibration, ionising radiation, solvents, fumes, dusts, biological agents and other substances hazardous to health, or work in compressed air.

Total Headcount: The total number of Your Organisation's Employees as shown in the Staff List.

VAT: value added tax chargeable in the UK.

Working Day: Monday to Friday, 9am to 5pm, excluding bank holidays.

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