

# Oxford Adult Speech Therapy Consent to Speech and Language Therapy Terms & Conditions and Privacy Notice

## Terms & Conditions

### Services and fees

#### **Informal discussion (up to ½ hour): Free but any expenses charged**

The purpose is to discuss the individual's particular needs and the services available.

#### **Initial assessment: £145**

Session typically lasts 1-2 hours. Includes a full report. Charges are the same for a telehealth initial assessment.

You will receive an email or letter confirming the details of your first appointment including date and time. You will also be sent the terms and conditions which you will be requested to sign before or at your first appointment.

*What to expect:* A full assessment is always carried out prior to deciding whether or not any intervention is indicated and appropriate, and to build a picture of the difficulties being experienced. This session will include aspects of or all of: gathering background information, assessments (formal and/or informal), observations, discussions with the client and any family/friend/carer with the client's consent. An overview of initial findings and preliminary recommendations will be provided where possible. Recommendations for further Speech and Language Therapy support will then be discussed. The Therapist will let you know whether she has the correct skills and experience to meet the client's needs. They will signpost you to other professionals if necessary.

Following initial assessment, a full written report will be sent to the client detailing findings and recommendations. Please note that it may take more than one session to gain sufficient information to complete the report, and occasionally it may be more appropriate for a report to be written at the end of Therapy. Timing of the report will be discussed and agreed between the Therapist and the Client. Reports and/or programmes can be shared by you with other professionals as you choose. Reports are sent as a password protected pdf document by email unless a paper copy is requested. The password will be provided, or please inform the Therapist if you would like to choose one.

#### **Follow up / Therapy sessions: £85**

Standard sessions last for 1 hour. Shorter sessions may be recommended by the Therapist, and these would be charged at a lower rate (please discuss fees for your Therapy package with the Therapist). Sessions can be via video consultation or face to face.

Fees also include time spent outside of the session preparing materials, planning, documentation and liaison with other professionals.

It can be difficult to ascertain the exact number of therapy sessions required. Following initial assessment, the Therapist will offer a pre-agreed number of sessions which may be reviewed and adjusted at any time if the Therapist and Client feel this is appropriate or necessary. Therapy may be delivered exclusively via face-to-face or telehealth, or a combination of these. Appropriateness of these options will be decided on a case-by-case basis depending on factors

such as clinical judgement, Client's choice and professional standards of care. The need for further sessions will be reviewed at the end of each block of sessions. All therapy sessions are specifically tailored to the needs and goals of the individual. At any point the client can stop therapy with no additional charges for booked future sessions (see cancellation policy). Discharge from therapy will occur when treatment is complete or there is no further benefit from therapy indicated.

LSVT (Lee Silverman Voice Treatment) will be billed as a block of treatment with an accompanying discount to the usual fees. Please contact Liz for up to date prices.

**PPE: £7** where additional or a higher level of PPE is required

Standard PPE is worn by the Therapist free of charge. For each session where additional PPE is required by the Therapist, such as a FFP3 face mask, the above charge will be applied.

**Letters, Reports, Resource development, Liaison with other professionals, Phonecalls etc: £85 per hour.**

Additional written reports that are required are charged in respect of the total time taken to prepare them. We reserve the right to charge for extensive Client specific resource development, liaison with other professionals and lengthy telephone conversations.

**Training: £145/hour + additional costs for materials or resources if required.**

Specialist, tailored communication training to individuals, small or large groups as a training package.

**Travel: 45p/mile**

Travelling costs calculated using Google Maps as a return journey from the treating Therapists home base. Clients can be seen at their homes, Nursing or Residential homes, or alternative locations if insurance allows and this is appropriate.

## **Payment**

Invoices are sent by e-mail unless a posted copy is requested. Fees for initial assessment should be paid on receipt of the initial invoice after the session. Fees for therapy are usually sent out at the end of each month unless otherwise agreed and payment is requested within 14 days of receipt of the invoice. The preferred payment method is by direct bank transfer, although cash and cheques are accepted.

Claims from insurance companies are the sole responsibility of the client. It is recommended that you check with your insurance company prior to booking appointments to ensure that you are covered.

Fees will be reviewed at the beginning of each year. Existing clients will be given 8 weeks' notice of any changes in fees.

In the case of failure to pay, Oxford Adult Speech Therapy will contact you to remind you that payment is overdue. If an invoice is not paid within 7 days thereafter, therapy will be suspended pending payment in full. If payment is not received in full within 7 days of therapy being suspended, Oxford Adult Speech Therapy reserves the right to refer the matter to a solicitor and to commence legal action.

## **Cancellation**

Please give a minimum of 24 hours notice to cancel an appointment. Late cancellations will be charged at the rate for a standard session. Travel costs will be charged in the instance that the Therapist has travelled to the session.

If the Therapist needs to cancel an appointment they will let you know as soon as possible and reschedule the appointment.

## **Service Limitations**

The Therapist reserves the right to withdraw from a course of treatment at any time.

## **Safeguarding**

For your peace of mind, the Therapists renew their DBS checks annually. Clients may ask to see their DBS enhanced disclosures at any time. In the event of a safeguarding concern, where you or another person is at risk of harm, they have a legal obligation to share that information with relevant professionals.

## **Infection Prevention and Control**

The Therapists will comply with the latest recommendations regarding Infection Prevention and Control (IPC) in health care. Please see [www.gov.uk](http://www.gov.uk) for more information. This will include wearing the appropriate level of Personal Protective Equipment (PPE). Clients must follow the latest Government guidance on reducing the spread of infections, and inform the Therapist as soon as possible before a home visit if they are unwell and / or there is an increased risk of transmission. The Therapist will consider the known risks and benefits of seeing any client face to face to make a judgement on whether it is appropriate to proceed and the level of PPE required.

## **Liaison with other professionals**

To offer you the best service it is often important for the Therapist to liaise with other professionals involved in your care. This includes people such as NHS Speech and Language Therapists, your GP or other medical/therapy staff.

## **Use of voice recordings and video**

Some assessment and therapy techniques involve the use of voice recording or video. The recordings are temporarily stored on a Dictaphone, secure device or a password protected computer. Once the recording has been used as needed in therapy it will be deleted. No copies will be retained.

## **Use of Video Consultations**

Benefits of telehealth include improving access to Therapy, allowing for more intensive therapy regimes, and helping to avoid unnecessary in-person contact if there are risks relating to health.

Potential risks of using telehealth include internet interruptions, unauthorized access and technical difficulties. Technical difficulties with hardware, software, and internet connection may result in service interruption. The Therapist is not responsible for any technical problems and cannot guarantee that services will be available or work as expected.

In order to access telehealth you will need:

- A computer, laptop or iPad/tablet connected to the internet.
- To be sat comfortably, at a table if possible, and in a quiet room where you will not be interrupted.
- A reliable internet connection (consider using an ethernet cable if your Wi-Fi is not reliable).
- You may be sent resources for the session beforehand, please make sure you have these to hand.

The Client is responsible for information security and privacy on their own devices and in their own physical location.

It is illegal for Clients to record, copy or in any way capture images relating to a telehealth call either during or after a session without consent. The advice you receive is individual to you and should be treated as a course of prescribed treatment personal to you.

### **Electronic communication**

Email is not a 100% secure method of communication. With your consent, it will be used for correspondence and to send letters, reports and other documents. Documents will be password protected and saved in Printed Document Format (PDF), or sent via WriteUpp as an attached document (which is GDPR compliant). Correspondence via email to other professionals will be copied to you as necessary, maintaining confidentiality of your details.

### **Complaints**

In the event that you are unsatisfied with any aspect of assessment or intervention please talk to Liz. If you wish to make a formal complaint then please contact the Association of Speech and Language Therapists in Independent Practice at [www.helpwithtalking.com](http://www.helpwithtalking.com).

**Please note all information is subject to change.**

## **Privacy Notice**

In order to provide you with Speech & Language Therapy services we will collect and hold personal data about and on you. We are also required to comply with the General Data Protection Regulation (Regulation (EU) 2016/679 (the “GDPR”)) and as such hereby set out details as to how we process your data and your rights. All Therapists are registered with the Information Commissioner’s Office (ICO) as Data Controllers or Data Processors, as appropriate. We are constantly working to ensure compliance with current data protection regulation.

### **What data we hold**

There are 3 main types of data which Oxford Adult Speech Therapy retains:

- Clinical Data needed to provide a service.
- Financial Data from clients for billing.
- Contact Data from referrals.

## **Our lawful basis for processing your data**

Our lawful basis for processing and storing personal information is one of 'legal obligation' (under article 6 of GDPR). Processing your information is necessary in order to fulfil our obligation to maintain standards of proficiency and conduct set down by the Health Care Professions Council (HCPC).

It is necessary to process information about your health which is classified as 'Special Category Data' under article 9(2) of the GDPR. As Speech & Language Therapists subject to a duty of confidentiality we have a lawful basis for processing this data.

## **How we collect your data**

Information may be given to us verbally, in writing, via email or via our website. This may be provided by you or others who may include members of your family, carers, case managers and medical or healthcare professionals involved in your care.

We have a professional and legal duty to ensure that the information we record about you is relevant to your treatment/care, accurate and up to date, and only used for the purposes for which it was collected. Please help us to keep our records up to date by informing us of any changes.

## **Why we need your data**

We need your data in order for us to:

- Provide speech and language therapy services to you in accordance with this agreement which are appropriate for your needs. This may include but is not limited to assessment, advice, recommendations and therapy which is suitable for you, taking into account any lifestyle, family or medical information about you that is shared or assessed by us. Therefore, we have a legal obligation to hold your data.
- Comply with our regulatory obligations imposed by the Health Care Professions Council (HCPC) to maintain standards of proficiency and conduct. We must comply with the HCPC requirement to "keep full, clear, and accurate records" for everyone we care for, treat, or provide other services to. Therefore, we have a legal obligation to hold your data.
- Communicate with you and other relevant individuals via post, email, telephone, and writing, for the purposes of which might include but is not limited to confirming and preparing for appointments, sending reports and information, communicating with other professionals involved in your care and sending invoices.
- For the purposes of complying with the HCPC's requirements to practise 'lawfully, safely and effectively', which includes using your information for the purposes of clinical supervision and case reflection, audit, sharing information to safeguard clients or the wider public, investigating and resolving complaints, and for Therapist safety when working in Client's homes. Therefore, we have a legal obligation to hold your data.
- Adhere to revenue guidelines. Financial data including records of payments made and outstanding may be given to the HMRC at their request.
- Respond to any legitimate legal requests for information about you as required by law.

## **How we store your information**

Your clinical and contact information is stored using a secure electronic cloud-based system called "WriteUpp" which is compliant with GDPR. This is accessed via password-protected computers. Other documents may be stored on Therapists' computers which contain confidential information such as reports and programmes, these are individually password protected. Any paper based confidential information such as assessments are stored securely in a locked filing cabinet.

Voice and video recordings may be taken of clients with consent. These are taken either with the Therapist's computer, or temporarily with a Therapist's device or Dictaphone and then stored on the Therapist's computer. All recordings are deleted once treatment is completed.

The minimum amount of confidential information will be taken out of the Speech & Language Therapist's office base. When your information is taken out of the office base it will be kept with the Speech & Language Therapist or will be locked in the boot of the Speech & Language Therapist's car (whichever is deemed to be the most secure at that time).

## **Who has access to your data?**

Oxford Adult Speech Therapy has access to your clinical data and contact data.

To offer you the best service it is often important for the Therapist to liaise with other professionals or key people involved in your care. We will not release your personal details to any third party without first seeking your consent, unless this is allowed for or required by law.

The Oxford Adult Speech Therapy website contains links to other Internet sites which are outside our control and are not covered by this privacy policy. We are not responsible for data which you provide through any such linked websites.

We do not employ agents to process personal data, for example specialist mailing companies to send out communications. We do not give or sell client details to any third parties.

## **Data retention**

Oxford Adult Speech Therapy is subject to the legal/regulatory period of retention of data specific to health. This retention period is 7 years beyond the end of care (discharge) or 7 years after the age of 18 years if the data subject is a child when discharged. Following the necessary retention period, data will be securely destroyed.

Financial Data is kept for 6 years to adhere to HMRC guidelines. Financial data cannot be removed before 6 years; however, it can be shared with you to allow for any correction or for you to make a health insurance claim.

We will delete any data which is trivial or transitory in nature, or which in our opinion is no longer required for the purposes set out above. We will update the data to ensure that any errors or inaccuracies are corrected.

## **General information about your data and your rights**

You have the right to withdraw consent for us collecting and using information at any time. Information we already hold in clinical records cannot be destroyed as we have a legal duty to keep this information in line with the timescales outlined above. However, it can be shared with you to allow for any updates or corrections of contact data. If you withdraw consent, we will not

collect any further data. We are not able to provide further therapy services once this consent is withdrawn.

You have the right to access any personal data we hold at any time which may be done by applying to us in writing. We will provide access to your records within 30 days of receipt of all necessary information.

If you require data to be shared with any third party, you must request it via email or writing to Oxford Adult Speech Therapy.

If you wish to raise a complaint on how we have handled your personal data, please contact us so that we may investigate the matter. If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can contact the Information Commissioner's Office (ICO).

In the event of any change in Data Protection Law occurring after the date of this agreement which requires the adoption of revised provisions dealing with data retention or portability, the parties will use all reasonable endeavours to agree such consequential changes to this agreement as may reasonably be required to comply with the requirements of Data Protection Law ("Compliant Terms") and incorporate the same as an amendment to this agreement.

We take your privacy very seriously and will only use your information and data for the purposes outlined above.

## **Declaration**

**I understand I can contact Oxford Adult Speech Therapy before signing this consent form if I have any questions**

**I agree to Oxford Adult Speech Therapy using voice / speech recording and video as necessary in my Speech and Language Therapy sessions**

**I have read and understood all of the information laid out in this form, agree with the terms, and consent to Speech and Language Therapy assessment and treatment.**

Signature .....

Name .....

Relationship to client if not client .....