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Terms and Conditions Revised with the new GDPR 2020

Terms and conditions set out the expectations for the service user and the therapist. They govern the contract between us and ensure that both parties are protected in the unlikely event that a disagreement occurs. Please read my terms and conditions and contact me if you have any questions. ***Please sign both copies, returning one copy to me before our first appointment. Thank you.***

Data Protection

- I am registered with the Information Commissioner's Office (ICO) as a Data Controller. You can view my ICO registration by visiting: www.ico.org.uk/ESDWebPages/Entry/ZA298073
- All client details, case notes and correspondence will be stored securely and treated confidentially according to General Data Protection Regulations and the Data Protection Act 1988.
- Information about your child is stored on a file that is then locked. Reports and programmes are password protected.
- Any paper based confidential information is stored securely in accordance with General Data Protection Regulations and the Data Protection Act 1988.
- In accordance with law, all records will be kept securely until your child is 25 years old. After this time all records relating to your child will be destroyed.
- If you wish me NOT to have your child's notes till that date, you need to put this request to me in writing.
- You may apply in writing to access an electronic copy of your child's notes or to request modifications of any inaccuracies. These requests will be dealt with within 30 days.
- For further information please refer to the Word Steps Privacy Policy at www.edinburgh-speech-therapy-wordsteps.co.uk/

First Appointment (Assessment) £120

It is important for you to understand the reason of the above charge.

The initial consultation normally includes a **face to face meeting (direct contact)** which will be a formal or informal assessment with the child which may take place in one or two sessions, depending on the attention span. I will also have a discussion with the parent / carer. There is also an **indirect contact** which is the time I spend after the initial consultation, analysing all the data and information gathered in order to have a clear picture and review therapeutic plans (if necessary) for your child. The direct consultation may take between 60 and 90 minutes. The

parent / carer will be provided with a verbal recommendation. The indirect contact will be at least 2 to 3 hours.

You will receive an email confirming the details of your child's first appointment including date, time, location and fee. You will also be sent a pre-assessment questionnaire to complete and terms and conditions to be signed. Both documents must be returned to me.

At the end of the first appointment, I will explain whether your child requires further speech and language therapy support. This may be further assessment, or therapy.

I will let you know whether I have the correct skills and experience to meet their needs. I will signpost you to other professionals if necessary.

Payment for the first appointment is split into 2 parts: £60 to be received 2 days before the appointment and £60 on the day. Once you confirm the appointment I will send you the first invoice.

Please note that if I am coming to see you for a HOME VISIT, there will be a charge for travelling time, mileage and if there are parking charges, I will add these charges.

Standard Consultations: £70

After the initial consultation, if treatment is required, standard consultations will then be planned in agreement with the parent/carer who is paying for the treatment. Standard consultations would include time spent with the child and parents/carers or teachers.

It is not always easy to predict how many sessions of therapy will be required so, in cases where it is likely that long term therapy will be necessary, we will agree a specific number of treatment sessions (therapy block) and have a mutual review of our arrangements at the end of that block period.

A standard consultation session will normally be 45 minutes or 1 hour depending on the treatment required. Individual work may be done with the child or a mixture of individual work and consultation with parents/carers or teachers.

- 1:1 therapy session, observation or review 1 hour session (includes materials) **£70**
- Review Assessment **£70** per hour
- Assessments are chosen and carried out according to the client's needs. The results are then analysed and used to inform appropriate therapy choices. A written copy of the assessment results can be provided in a detailed report (see details below).

Teletherapy

I provide therapy online both for parents and children. I use ZOOM.

Zoom is a secure platform with many useful features for sharing information.

- **CHARGES:** My charges for online sessions are the same as face-to-face, £ 70 per hour, which includes the session notes on your My Therapy Tracker MTT account, resources I have recommended and email support between booked sessions.
- **EQUIPMENT:** You will need access to a high speed internet connection, a phone/computer/mobile device with a webcam/camera and a quiet room away from others. Set yourself up in a comfortable place so we can see each other clearly.

- **CONNECTION:** To optimise our connection, please close down all other apps and browsers on your device. Using a hard connection, as opposed to WiFi, will improve our connection further.
- **PRIVACY:** Please treat this session as you would for any meeting in which you are sharing confidential information. It is also your responsibility to ensure you are protected on your device with adequate security, for example firewall and antivirus programme. I will deliver the session from my private office on a secure computer.
- **CONSENT:** I can give you access to record the meeting and to files I share. Please be aware that it is a criminal offence to record, copy or capture images without consent.
- **PHONE:** Keep your phone line available so I can support you in setting up if necessary or if we lose connection. My number is 07780376174
- **SET UP:** If this is your first time using zoom, please allow an extra 10 minutes to install the zoom app prior to the start of the meeting. It is your responsibility to be on time for your session.

Telephone Calls

- 10 to 30 minutes: £35.00
- 31 to 60 minutes: £70.00

Payment for phone call consultations is required in advance and then receipt will be sent.

If a report or advisory letter is requested after such telephone consultations these can be provided for a fee. If the fee quote is accepted and agreed an email instructing for the advisory letter or report will be required before the work is undertaken.

Travel

I do not tend to travel to people's home anymore due to the large caseload, however if we agree that I need to travel to your house will be charged for my travelling time which is equivalent to £30.00 an hour (pro rata).

All fees are within the guidelines recommended by the Association of Speech and Language Therapists in Independent Practice (ASLTIP). These can be found at www.helpwithtalking.com – Look under Frequently Asked Questions

Payment terms:

- Payment for the INITIAL CONSULTATION: Half 48 hours before the appointment (via bank transfer) and the other half after the appointment
- For full refund, please contact us 48 hours prior the appointment, after this date there will be a £10.00 cancellation fee.
- If we agree a block of therapy, you can choose to pay each week, or fortnightly or all together. At the end of the month I will send the receipt for payments
- Payment is **ONLY** accepted by electronic bank transfer.

Account details for electronic bank transfer payments are:

Santander

Account name: Mrs Anna Biavati-Smith

Sort code: 09-01-29

Account number: 35726175

Reference: put your child's name

Late payments of over 10 days will incur of a 10% increase. Clients using private health insurance are responsible for settling the invoice and then claiming from the company concerned. It is advisable to check the level of your cover before agreeing to therapy. Please note that I am not currently a registered BUPA provider and that, should the insurance company decide not to meet the costs, the

client is obliged to do so.

Fee Changes:

Fees are subject increases from time to time. Existing clients will be given 8 weeks' notice of any changes in fees. Fee increases will not apply to therapy blocks which have already started or sessions which have already been booked or invoiced

Non-Payment:

The following process will apply in the event of non-payment:

I will contact you to remind you that payment is overdue. If an invoice is not paid within 7 days thereafter, you will receive written notice that therapy is suspended pending payment in full. If payment is not received in full within 7 days of therapy being suspended, I reserve the right to refer the matter to a solicitor and to commence legal action.

Further Appointments

Your child must have attended an assessment appointment with me before commencing therapy. This enables me to plan appropriate therapy. Therapy sessions can be arranged in your home and/or your child's educational setting. Therapy appointments will be agreed and booked in advance. We will agree the number of sessions at the point of booking. We will review the need (if required and agreed) for further sessions at the end of each block of sessions.

Cancellations:

If I need to cancel an appointment I will let you know as soon as possible and reschedule the appointment. I understand that there may be certain situations (such as illness or family circumstances) which mean that you need to cancel an appointment at short notice. If you do need to cancel an appointment please contact me as soon as possible. The session will be refunded in full if you contact me before 9am on the day of the appointment. If you cancel the appointment after 9am on the day of the appointment, a cancellation fee of £35 will be incurred.

Non-Attendance:

The full session fee will apply in the event of non-attendance. Non-attendance includes:

- If you are not in when I come to an appointment at your home.
- If your child is not at school or pre-school when I attend an arranged visit.

It is your responsibility to inform me if your child is not going to be at school or preschool for an appointment.

Detailed End of Treatment Report

In some cases, the parent/carer may wish to have a detailed end of treatment report which provides specific information out with the standard end of treatment summary report. Such detailed reports can be provided when requested by clients and are charged at **£60 per hour**. These will typically require 1 to 2 hours.

YOUR CHILD'S NOTES

- The notes will have my observations, any information you give me, reports and assessment sheets.
- After every session I write all my observations, and future plans.

Safeguarding:

- For your peace of mind, I renew my DBS (Disclosure & Barring Service) check annually. Service users may see my DBS enhanced disclosure at any time.
- In the event of a safeguarding concern, where your child or another person is at risk of harm, I have a legal obligation to share that information with relevant professionals in line with the Safeguarding Children's Act 2004.

Liaison with other professionals:

- To offer the best service to your child it is often important for me to liaise with other professionals involved in their care.
- I will not disclose any information about your child without your consent, except if there were concerns regarding your child's safety and/or wellbeing
- As part of the NHS standards, you need to inform the NHS Speech and Language Therapist that you are also working with me and you give them permission to discuss your child's progress and plan with me.

Working hours and availability:

- I work Monday to Thursday.
- I can be contacted by email or phone and I aim to respond by my next working day.

Use of video/photos:

- Some assessment and therapy techniques involve the use of video to record your child playing with you.
- The videos are temporarily stored on an encrypted, password protected tablet. I might use the videos for teaching purposes.
- I will share these with you via YOUTUBE private mode, only for 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).
- Correspondence via email to other professionals will be copied to you as necessary.

These terms and conditions are subject to review and may change. You will be given 30 days notice of any changes.

FEEDBACK

I very much value customer feedback and will make every effort to respond to any comments you may wish to make about the service. Many parents really appreciate what other parents have got to say about my service, I would appreciate if you could rate me on my facebook page or at other sites:

<https://g.co/kgs/SuXm22>

https://www.facebook.com/pg/wordsteps.co.uk/reviews/?ref=page_internal

<https://www.yell.com/reviews/places/addreview/id/8352599>

DATA PROTECTION PRIVACY NOTICE

Word Steps Speech Therapy complies with the General Data Protection Regulation (GDPR) and is committed to protecting your personal information. This policy describes our procedures for ensuring that personal information about young people and their families is processed fairly and lawfully. It contains important information about what personal details we collect, what we do with the information, who we may share it with and why; and your choices and rights when it comes to the personal information you have given us.

We may need to make changes to this Privacy Policy in the future and will inform you of any important changes. Word Steps is registered with the Information Commissioner's office and the data controller/processor. You can view my ICO registration by visiting: www.ico.org.uk/ESDWebPages/Entry/ZA298073

What data does Word Steps hold?

To provide your child with a meaningful and high standard of care and attention, Word Steps requires to hold accurate personal information about your child.

Only personal information which is relevant to the care, support and treatment of the young person and their family will be obtained and only with parental / carer consent. The type of information we hold would include:

- Date of birth of the Young Person
- Address of the Young Person's Home
- Home Telephone & Parental Mobile Telephone Numbers
- Parental Email Addresses
- Name of GP Surgery
- Name of Educational Establishment
- Relevant Medical Diagnosis & Development History
- Liaison Agreement Consent Forms
- Treatment Goals & Treatment Notes
- Email Correspondence from other Healthcare and Educational Professionals
- Written Reports, Child Plans & Minutes from Inter-Disciplinary Meetings
- A record of a session includes a brief description of the activities carried out, how the child performed in each of the activities, a summary of any discussions that took place and a plan of action for what will happen next
- Any phone calls or conversations that occur outside of the face to face sessions are also recorded in the case notes.

Sources of Personal Information

Personal Information about your child is obtained initially from you, the parent/carers, either verbally or through written means e.g. email, Short Message Service (text message), WhatsApp or Facebook Messenger.

Only with your parental / carer consent would information from other professionals working with your child (e.g. teacher, pupil support workers, occupational therapist, NHS speech & language therapists) be sought.

Why does Word Steps hold this personal data?

Word Steps holds contact data in order to communicate with clients and their carers to arrange sessions and share information relevant to the case.

- A case history is essential for understanding the nature of a communication difficulty and so that effective assessment can lead to an accurate diagnosis.
- Case notes form a record of the client's progress and allow future therapy to be planned in as an effective and efficient way possible.
- Data is also used by Word Steps for the purpose of keeping our own accounts and records in accordance with the requirements of Her Majesty's Revenue Custom's and the Information Commissioner's Office.

Sharing of Personal Information

Your information is only ever shared when you have given written consent for this to happen.

- The reason for sharing information and who it will be shared with will be explained to you at the time so that your consent is informed. Any information sharing is carried out with the client's best interests in mind and typically takes the form of specific information about your child's communication issue, for example, copying speech & language reports to other professionals your child sees, giving written strategies to help others to support your child or case discussions with other professionals.
- Only with your parental / carer consent would Word Steps submit verbal or written reports to other professionals pertaining to your child's speech and language therapy support. If given, the dated and signed Consent Form will be included within your child's casenotes.
- Unless Word Steps is required to by law, we will not disclose any personal information relating to your child to persons unnamed on the Consent Form.
- Word Steps does not employ agents to process personal data, for example, specialist mailing companies to send out communications, nor do we give or sell client details to any third parties.

Where is my data kept?

Your information is held in paper files at the Word Steps Speech & Language Therapy business address. These files are kept in locked filing cabinets. Electronic data is kept to a minimum and is stored on our password protected computers & offline external hard drive. Videos and audio-recordings will only be taken of your child with parental / carer consent. These recordings will be stored on an encrypted and password protected tablet.

What is your Lawful Basis for keeping my data?

- Data protection legislation requires businesses to make clear the 'Lawful Basis' for retaining your data. This basically means businesses have to tell you the reason why they need your data.
- These reasons are defined by the regulations and the reason your data is collected can vary over time.

In the case of Word Steps, data is kept under the following legal bases:

- 'Contract' - in most cases, your data is collected as part of our contract to provide you with a quality Speech & Language Therapy Service. We need to keep a record of the presenting problem, steps taken to address it and the effectiveness of therapy provided.
- 'Consent' - by signing below, you will have given your consent for your data to be used specifically by Word Steps to provide speech and language therapy support for your child.
- 'Legal Obligation' - any data collected by Word Steps may be subject to a legal obligation. For example, case notes must be retained for the periods defined by law (see below).

How Long will you store my data?

If you make an enquiry, do not have any face to face sessions and no further action is required, your data is deleted within a month of your first contact. If you have one or more face to face sessions then a case file is opened. Once the client is discharged, the paper case records are stored in locked file boxes in accordance with the legal requirements for medical records before they are shredded at the end of the required retention period. The law says that Children's records must be kept:

- Until the child is 25 (or 26 if they are 17 when treatment ends) or eight years after their death, if sooner.
- If the child's illness could be relevant to an adult condition or have genetic implications for their family, records must be kept until the client's death.

Can I get Access to my data?

Yes, you can as long as you are an entitled person, i.e. either the client or someone with legal responsibility for the client. Email Anna Biavati-Smith at wordstepsslt@gmail.com.

Can I withdraw my consent or ask for my data to be deleted?

You can withdraw your consent at any time by email to wordstepsslt@gmail.com. Any data that does not have to be retained legally as part of your case notes can also be destroyed if you so wish.

Your Rights

Your key rights, as a parent/ carer, that will be protected by GDPR are as follows:

- The right to be informed
- The right to access
- The right to rectification
- The right to erasure
- The right to restrict processing
- The right to data portability
- The right to object
- The right not to be subject to automated decision-making including profiling

For further information, visit www.ico.org.uk/for-the-public/is-my-information-being-handled-correctly.

What happens if there is a data breach?

In the unlikely event that someone unauthorised accesses the data Word Steps holds, you will be informed of the breach and the steps taken to address it. Any breach will be reported to the Information Commissioners Office in accordance with the law.

Can I make a complaint if I have concerns about the way Word Steps handles my data?

Yes you can. If you have concerns about how your data is being handled by Word Steps, you are welcome to contact us directly in writing to Anna Biavati-Smith at wordstepsslt@gmail.com.

If we cannot resolve your concern, you also have the right to pass your concerns on to the Information Commissioner's Office via the website at <https://ico.org.uk/global/contact-us/> or at the following contact details: Information Commissioner's Office, 45 Melville Street, Edinburgh, EH3 7HL, Tel: 0303 123 1115, email: scotland@ico.org.uk

How can I let Word Steps know who I'm happy to share data with?

Consulting with other professionals is key to providing a high quality service for your child. Please fill in the professional's name then **tick and initial** to indicate the who you are willing for Word Steps to share information with, in **written or spoken** form:

Declaration: Please indicate Yes or No, as appropriate

(Term "Anna" refers to Anna Biavati-Smith)

I understand, as described above:

- I can contact Anna before signing the terms and conditions if I have any questions (Yes/No)
- that Anna will be storing and processing my child's personal information (Yes/No)
- that my child's record will be kept until my child is 25 years old* (Yes/No)

** note: children have the right to request access to files six years after they have turned 18 years old*

I agree that:

- Anna may keep my email contact details (Yes/No)
- Anna can contact me (and viceversa) via telephone, SMS, What'sApp (Yes/No)
- Anna can contact me (and viceversa) using Whats App voice messages (Yes/No)

I confirm, as described above, Anna may:

- liaise with other professionals when it is in my child's best interests (Yes/No)
- use video in my child's speech and language therapy sessions (Yes/No)
- use videos about my child in teaching session (Yes/No)
- use photos of therapy session activities on social media (Yes/No)
- use email as a form of communication with me and other professionals (Yes/No)

Further information – *please confirm by indicating Yes or No to the following:*

I am interested:

- to receive information about speech and language materials (Yes/No)
- to receive information about speech and language events (Yes/No)
- to receive information about new speech therapy products / services (Yes/No)
- to being part of her speech therapy facebook group (Yes/No)

I have read and understood this Data Protection Policy and consent to Anna processing my Information in this manner and for the purposes stated in the policy.

By signing below, I am agreeing to these terms and conditions for my child:

Name of Child: DOB.....

Signed: Print Name:
Relationship to Child:

Date:

Please give the email address(es) you would like me to use in correspondence with you:

Email(s):.....

Other Speech & Language Therapist(s)	
Occupational Therapist	
Physiotherapist	
Consultant Paediatrician	
GP	
Health Visitor	
Educational Psychologist	
Your child's teacher	
Education staff other than your child's teacher (eg Teaching assistant, ASL staff)	
Other (please specify)	

Please tick to indicate which methods of communication you are happy for Wordsteps Speech & Language Therapy to use in order to contact you:

Written letter	
Land line phone call	
Mobile phone call	
Text (SMS) message	
Encrypted messaging service such as Whats App	
Email - Please give email address:	

I have read and understood this Data Protection Policy and consent to Word Steps Speech & Language Therapy processing my information in this manner for the purposes stated in the Policy:

Signed:

Date:

Print name:

Relationship to Child:

Please do ask any questions you have before you sign and remember you can withdraw consent at any time if you want to.

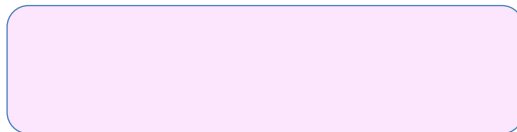
Declaration of Consent for TELETHERAPY:

I understand that there are potential risks involving technology, including but not limited to: Internet interruptions, unauthorized access and technical difficulties. I understand that technical difficulties with hardware, software, and internet connection may result in service interruption and that the SLT is not responsible for any technical problems and cannot guarantee that services will be available or work as expected. I understand that I am responsible for information security on my computer and in my own physical location. I understand that I am responsible to ensure privacy at my own location so that individuals who are not involved in the therapy session cannot hear our conversation (people who may also be involved in the session include parents, siblings and other carers).

I have read and understand the information provided above regarding teletherapy. I have discussed this with the SLT and all of my questions have been answered to my satisfaction. I hereby give my informed consent for the use of teletherapy.

I understand I may withdraw my consent for teletherapy at any time by contacting my child's SLT.

Signed:



Print Name

Relationship to child:

.....

Child's Name.....

.....

Child's DOB:.....

Date: