

Service Agreement - Automated Lab Report Filing v.1
Pilot



*"We believe in giving NHS staff
one less task."*

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Healthtech-1 has developed software and services to support burdened Healthcare Organisations.

Healthtech-1's service files some lab reports on behalf of the Healthcare Organisation, giving them 'one less task' to worry about.

This document represents an agreement ("Service Agreement") between Healthtech-1 and your Healthcare Organisation.

This Service Agreement is for the provision of administration services to the Healthcare Organisation as part of a pilot of Automated Lab Report Filing. The effective date for this contract is the date of this agreement. The conclusion of this agreement comes at the end of the pilot where practices will be transferred to a new non-pilot service agreement.

The Healthcare Organisation provisions Healthtech-1 to provide an automated lab report filing service.

1. Registering for Healthtech-1

By signing this agreement you agree:

- 1.1. to these terms on behalf of the Healthcare Organisation you are employed by and any other Healthcare Organisation you are acting on behalf of when using the Service;
- 1.2. you are authorised to give all permissions and instructions in these Terms, the [Data Processing Agreement](#), and within the Service, on behalf of your Organisation; and
- 1.3. you will use Healthtech-1 in your capacity as a healthcare professional only and you have a valid NHSmail account.

Reference to "you" and "your" in these Terms means you and your Organisation.



In Short: You confirm you will only use Healthtech-1 in your role as a healthcare professional and you agree to these Terms on behalf of your Organisation.

2. Using Healthtech-1

When using a Healthtech-1 software or service, you agree to:

- 2.1. only use Healthtech-1 in compliance with these Terms, all applicable laws, and the Caldicott Principles;
- 2.2. only use Healthtech-1 in a professional way in connection with the provision of direct care to patients ("Authorised Use");
- 2.3. always provide accurate and complete information. Ensuring that if any info changes, like staff access rights that Healthtech-1 is notified 24 hours before access should be removed;
- 2.4. be responsible for all data you provide directly or indirectly via the Service and any data derived from your use of the Service;

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- 2.5. not do anything that infringes our or any third party's intellectual property rights;
- 2.6. cooperate as necessary to enable us to fulfil our obligations under these Terms;
- 2.7. not use Healthtech-1 in any way that could damage, disable, overburden, or compromise our systems or security, or interfere with other users;
- 2.8. not make any attempt to gain unauthorised access to the Service or knowingly transmit any data or material which is malicious or could adversely affect the Service;
- 2.9. not attempt to copy, modify, duplicate, create derivative works from, or otherwise change the whole or any part of the Service or attempt to decompile, disassemble or reverse engineer the Service; and
- 2.10. agree that you are the data controller, and we are the data processor of patient data;
- 2.11. not attempt to access all or any part of the Service in order to build a product which competes with the Service;
- 2.12. that you've read, understood and agree to comply to the [Data Processing Agreement](#) (DPA) provided by Healthtech-1;
- 2.13. provide all necessary information and assistance to onboard Healthtech-1 including but not limited to, granting smart card access for all Healthtech-1 staff members to access the Healthcare Organisation's clinical system and therefore process patient data for the purpose of completing the Service, reporting, audits, impact evidence generation and Service improvement;
- 2.14. ensuring reasonable availability of admin staff and appropriate access when resolving a service related incident or request; and
- 2.15. granting Healthtech-1 staff with NHS email addresses permission to contact patients on your behalf in-order to correct errors, deal with incidents and get patient feedback, and
- 2.16. informing Healthtech-1 of any changes to business requirements that may necessitate a review, modification, or amendment of our service or service level agreements (SLAs).



In short: You will provide Healthtech-1 with all required information required for good service provision, and use the service sensibly and professionally to automate your work and not for any other purpose. Healthtech-1 will act as part of your practice admin team to provide the best experience to the patient.

3. Our Services

We want to remove the mundane repetitive work associated with healthcare, by building you an intelligent automation platform.

So we promise:

- 3.1. always deliver the Service in compliance with the applicable law;
- 3.2. maintain all necessary permissions and licences to provide the Service;
- 3.3. use all reasonable commercial efforts to ensure the Service is available to you at least 99.5% of the time during any calendar month for as long as we provide the Service to you. Non-availability due to any events caused by third parties or any events outside our reasonable control will not count towards the availability calculation;
- 3.4. provide online support between 8:30am and 6:00pm Mondays to Fridays, and 9am to 12:30pm on Saturdays excluding public holidays;
- 3.5. monitor our servers for outages and material errors, and notify you in accordance to our policies if any such event occurs;
- 3.6. provide support for critical outages and aim to resolve outages promptly; and
- 3.7. appropriate notification to the Healthcare Organisation of any amendments to services.

In order to automate away tasks, Healthtech-1 completes the following activities:

- 3.8. remote processing of some lab report data via the Healthcare Organisation's clinical systems;
- 3.9. direct patient communications via SMS;
- 3.10. contact patients on behalf of the practice to complete admin tasks, improve the service and investigate potential incidents.

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We aim to provide:

Metric	Measurement	Explanation
 Lab report filing time to completion	All appropriate reports processed within 2 working days	Our automation will run several times a day including overnight. You should expect all appropriate/processable reports to be processed within 2 working days of arrival into the global task inbox.
 Reporting	Weekly reports	In the pilot phase these will be weekly email reports, later these will be integrated into a web-based dashboard.
 Incident Response	24 hours	We aim to respond to all incidents, outages, or service disruption queries within 24 hours.

You accept that whilst we aim to provide a service that meets these standards, Healthtech-1 is not in breach of the terms of this agreement if it does not.



In short: We will do our best to keep our Service running as smoothly as possible and support you with any issues.

4. Pricing of services

We have opted to price our service on a usage basis, as we believe it is optimal and fair. Healthcare Organisations should only pay for the tasks we automate for them.

During the pilot, pricing will be as below. After the conclusion of the pilot, Healthtech-1 reserves the right to adjust pricing for the continued service.

Service Name (Task)	Pricing	Free Usage Period	Detail
Lab Report Filing	£0.20 per simple lab report + VAT	As per sign up form.	To be paid only if Healthtech-1 has completed the lab report filing task as agreed. Example: If the report was not able to be fully processed according to the agreed protocol, that would not be considered a chargeable report.

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Healthtech-1 will invoice every calendar month for the number of tasks completed. The actual amount will vary month to month.

For example in any given calendar month:

If we processed 500 lab reports using the Lab Report Filing automation for the Healthcare Organisation
(500x £0.20) = £100 +VAT

We'll tot up the number of lab reports we've done for you at the end of each month and bill your team appropriately. The number of lab reports will be included in your invoice as "Quantity".



In short: We charge on a usage basis. We may change pricing in the future..

5. Termination

You can stop using Healthtech-1 at any time. If you stop using Healthtech-1, any personal data you provided will be treated in accordance with our [Privacy Policy](#). Whilst you can leave at any time; we do ask you to let us know 1 month before leaving and give us a chance to remedy any concerns before termination. We won't hold you to this; but we do think it's common courtesy.

We may suspend or terminate your access to the Service at any time for any reason. We will endeavour to provide you with notice, but we do not have to. You will have no claim against us if we suspend or terminate your Account.

Upon termination, your licence to use Healthtech-1 will immediately end and you agree to stop using the Service. Unless otherwise agreed, Healthtech-1 must delete or return all Personal Data to the Healthcare Organisation, at the choice of the Healthcare Organisation and shall provide confirmation that all copies of the Personal Data have been deleted within 90 days upon termination.

Any rights, remedies, obligations or liabilities that have accrued up to the termination date, including rights relating to your breach of these Terms at or before the termination date, will be unaffected.



In short: We can stop use of our Service at any time, but we will only do this with good reason. You can stop using Healthtech-1 any time you wish, but we do ask that you give us a chance to remedy your concerns beforehand.

6. Licence

We grant you a limited, non-exclusive, non-transferable and revocable licence to use the Service for the Authorised Use, subject to these Terms and other policies or agreements we provide to you.

We retain ownership and all intellectual property rights in the Service, any modifications, adaptations, or developments to it, and any data derived from your use of the Service. You also assign to us with full title guarantee all intellectual property rights in any feedback, comments or suggestions you may have in connection with the Service, which we may incorporate into the Service.



In short: We are giving you access to Healthtech-1 services, but we still own all rights in it.

7. Technology

We work hard to make our Service easy to use and reliable. By using Healthtech-1, you accept that:

- 7.1. we may change the Service at any time (including making, adding, updating or removing products) and these Terms will apply to any changes;
- 7.2. we may request you install updates - if you fail to install manual updates, you may lose access to the Service or functionality may be impaired;
- 7.3. the Service may be interrupted or subject to errors;
- 7.4. we may modify, suspend or discontinue any part of the Service without notice
- 7.5. parts of the Service rely on third parties (such as electronic patient record systems), so they may be unavailable or interrupted if the third party has a malfunction, maintenance needs or other disruption
- 7.6. your use of the Service will be monitored for security, service delivery and audit purposes



In short: Our Service will not be perfect all the time, and it may change along the way. Parts of the Service are built on top of third parties so this may affect availability. We will always seek to minimise disruption and rectify issues as quickly as possible.

8. Security

Security is incredibly important to us. We work hard to put best in class security and information governance at the heart of the Service.

To support this, you should:

- 8.1. safeguard access to your devices where you access Healthtech-1 dashboards or communication channels;
- 8.2. maintain a secure and confidential password for your use of the Service;
- 8.3. not share your login credentials with anyone else; and
- 8.4. inform us immediately if you suspect any unauthorised access to your Account



In short: We have safeguards to make Healthtech-1 secure, but we need you to be careful as well.

9. Compliance

We monitor our Service to ensure compliance with these Terms.

If you suspect any potential breach of these Terms, you must notify us. Upon receiving notification of misuse, we will investigate the issue.

If we identify any violation of these Terms, we reserve the right to remove any content, reverse any actions in the Service and/or suspend or revoke your licence or terminate your contract

We will report any evidence of serious and frequent misuse to relevant authorities and regulators as required.



In short: We take misuse of our Service very seriously and will take action to prevent against it. If you suspect any misbehaviour, please let us know.

10. Our liability

The Service is provided on an "as is" basis without any express or implied warranty.

You are responsible for determining that the Service meets your requirements and we give no assurances that the Service will be fit for purpose.

If we do not follow these Terms, then we will be responsible for any foreseeable loss or damage that you suffer caused by us. In addition, even if we don't follow these Terms, we won't be responsible for any loss or damage that isn't foreseeable. When we say "foreseeable", we mean that:

- 10.1. it was obvious that it would happen; or
- 10.2. at the time we made this agreement, we and you both knew that it might happen.

To the fullest extent permitted by law, we will not be responsible or liable for:

- 10.3. any loss or damage not caused by our breach;
- 10.4. any business loss (including loss of profits or revenues);
- 10.5. any indirect, incidental, punitive, exemplary, special, or consequential damages;
- 10.6. any loss of data, use, goodwill, or other intangible losses;
- 10.7. any loss or damage arising from an inability to access or use the Service, or any inaccuracies in the Service;
- 10.8. any content on the Service, and any loss or damage arising from use of or reliance on such content;
- 10.9. any unauthorised access, use or alteration of your account, transmissions or content, or any virus or malware infecting your device as a result of the Service; and
- 10.10. any delays, delivery failures, or any other loss or damage resulting from use or unavailability of the Service.

To be clear, we do not limit our responsibilities to you where it would not be lawful. For example, we do not limit our responsibility to you when we have caused death or personal injury due to our negligence.

Subject to the above, our aggregate liability for any claims relating to the Service in contract, tort, or otherwise is limited to the sum of £1,000,000 per year.



In short: We are building the best Service we can, but (like other software providers) we are not liable for various things that may occur as a result of using Healthtech-1.

11. Third Parties

The Service is supported by third parties. Healthtech-1 has ensured these third parties comply with UK GDPR and NHS Digital Standards.

For example:

- 11.1. we access your clinical system via the Health and Social Care Network (HSCN) provided by a third party that has completed a NHS Digital DSPT (Data & Security Protection Toolkit).
- 11.2. in order to send SMS and emails to patients, we process limited patient data using international third parties. However we have ensured, these providers are UK GDPR compliant, through further contracting.

More information on Third Party processing can be found in the provided [Template DPIA document](#), and in our public [Sub-Processor](#) page. Usage of third parties as part of the Services is an "as is" basis. Healthtech-1 assumes no responsibility for, and expressly disclaims any liability arising from use of or reliance on third party tooling or information.



In short: We provide the infrastructure to intelligently automate health administration using third parties. To the best of our ability we will ensure the third parties used in the Service meet NHS Digital requirements, but we are not responsible for third party failures.

12. General

Changing the Terms

We may revise these Terms at any time. We'll do our best to keep you up to date when we're making changes to these Terms - we don't need to give you any notice beforehand, but we'll try to be reasonable and let you know when we can.

The most recent Terms will always be published on our website. By continuing to access or use Healthtech-1, you agree to be bound by the most up to date Terms.

If you have any questions about these Terms, please reach out via support@healthtech1.uk

Rights under the Terms

You cannot transfer or assign your licence or any other rights you have under these Terms to another party. If you try to make any transfer or assignment, it will be void.

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We can transfer, assign, or subcontract any of our rights and obligations under these Terms as long as it does not negatively affect the Service to you.

These Terms are only enforceable by parties to the agreement, and not by any third party.

Governance

If any provision of these Terms is deemed invalid, that provision will be removed or replaced by a new provision of similar meaning, and the remainder of these Terms will continue in full effect.

We can enforce these Terms at any time. If we do not enforce any right or provision in these Terms, this will not constitute a waiver of the right or provision. If we do grant a waiver of any provision of these Terms, the waiver will be limited to that provision only and we can reverse it at any time.

This Agreement is governed and construed by English law, and both parties are hereby subject to the exclusive jurisdiction of the English courts.

If you have any dispute with Healthtech-1, you agree to contact us first and attempt to resolve the issue in good faith. If we are not able to resolve the dispute with you informally, we both agree it shall be subject to the exclusive jurisdiction of English courts.



In short: We can update these Terms at any time and we will endeavour to let you know. These Terms are only between us, unless we need to transfer them to another party. If there is any disagreement about these Terms, we will work together to resolve it first.

Acceptance & Agreement

Healthtech-1 Limited

Signature:

Date:

Printed or Typed Name:

Rajkumar Kohli

Title:

Director

Healthcare Organisation

Person named on the sign up form.