www.workhealth.je
hello@workhealth.je
01534 668 668

WORK HEALTH JERSEY

3rd Floor, 29 Broad Street
St Helier, Jersey
JE2 3RR

Jersey Registered Business No 33328

WorkHealth Jersey - General Privacy Policy & Customer Privacy and Data Sharing Policy

Identity of the data controller

WorkHealth Jersey is the relevant data controller in respect of the personal information it holds about you.

The Data Protection Lead

WorkHealth Jersey's Data Protection Lead is the Medical Director, Dr Chris Edmond.

The purposes for which WorkHealth Jersey holds your personal information

If you make contact via our website, post or via e-mail we will hold your data for the specific purpose outlined in such communications. If you have agreed to being alerted to being contacted for marketing purposes, we will only use this information for that purpose.

If you or your organisation engages WorkHealth Jersey to provide Occupational Health services to yourself or your organisation, then the Customer Privacy and Data Sharing Policy (below) will apply.

We may also collect personal data during the recruitment process.

How we collect information about you

We may collect information directly from you, from your employer (with consent), other data controllers, data processors, public data or individuals where the collection of the information is pursuant to our provision as an Occupational Health service provider.

Legal basis for processing your personal information

The legal bases upon which we rely to process personal data about you include:

- Consent (Data Protection Law Schedule 2, Part 1, Paragraph 1) – for data held for marketing purposes. You can withdraw your consent at any time by contacting us at the address below.
- Legitimate interest (Data Protection Law Schedule 2, Part 1, Paragraph 5) – for data held for the purpose of providing Occupational Health services, and for employment and HR purposes.

Where we process special category data for the provision of Occupational Health services the legal basis upon which we rely to process personal data is:

- Medical Purposes (Data Protection Law Schedule 2, Part 2, Paragraph 15)

Who we share your personal information with

We will only share your personal information with consent, when required to by law, by order of the Court, or with law enforcement agencies or regulatory bodies where there is a statutory or public interest basis to do so.

How long we hold your personal data for

For general contact information we will retain your personal information for 5 years following the conclusion of your enquiry with us.

Referral and recruitment information will also be retained for no longer than necessary in relation to the purposes for which it was collected.

For data collected in the provision of Occupational Health Services the following retention periods apply:

- Where Statutory Health Surveillance has been carried out – 40 years
- Where no Statutory Health Surveillance has been carried out – 10 years from last OH contact
- Subject Access Requests – 1 year from request

Your data protection rights

Your rights include:

- A right of access to personal information we hold about you;
- The right to rectify inaccurate information we hold about you;
- The right to erasure of your personal information in certain limited circumstances;

Website analytics

Our website uses the Google reCAPTCHA service to prevent the submission of information to our forms by 'bots'. We do not hold any information captured by this service. The privacy

policy for the service can be found at https://policies.google.com/privacy?hl=en. Our website does **not** otherwise use any internal or third-party data collecting analytical services.

Your right to complain

Should you consider that WorkHealth Jersey has mishandled your personal data, and if we are unable to resolve your concerns, you have the right to complain to the Jersey Office of the Information Commissioner, whose details can be found at https://jerseyoic.org/.

How to contact us

If you wish to contact WorkHealth Jersey in relation to any concerns about how your personal information is handled by us, please contact us at the following address:

WorkHealth Jersey
3rd Floor, 29 Broad Street
St Helier
Jersey
JE2 3RR

T. +44 (0)1534 668668
E. hello@workhealth.je

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WorkHealth Jersey Customer Privacy and Data Sharing Policy

1. Definitions

   a. "**Customer**" means "any person, organisation, group or entity accepted as a customer of WorkHealth Jersey to access Occupational Health services"
   b. "**Data Controller**" means "a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed"
   c. "**Data Processor**" means "in relation to personal data, any person (other than an employee of the data controller) who processes the data on behalf of the data controller"
   d. "**Data Sharing Agreement**" means this agreement governing the arrangements by which personal data will be shared between WorkHealth Jersey and the Customer as outlined in Schedule 1.
   e. "**Data Sharing**" means "the passing of personal data between the Customer and WorkHealth Jersey".
   f. "**Data Protection Law**" means the "Data Protection (Jersey) Law 2018"
   g. "**JOIC**" means "Jersey Office of the Information Commissioner"
   h. "**WorkHealth Jersey**" means "WorkHealth Jersey, registered business 33328 in Jersey, with registered address 3rd Floor, 29 Broad Street, St Helier, JE2 3RR. Registered with JOIC with registration number 68403"
   i. "**Originating Party**" means "A Data Controller who shares information for which they are a Data Controller with another Data Controller under this Data Sharing Agreement".
   j. "**Receiving Party**" means "A Data Controller who receives information from an Originating Party under this Data Sharing Agreement".

2. Applicability

   a. This Data Sharing Agreement applies to all Customers who commission OH services from WorkHealth Jersey and agreement is a pre-requisite for accessing Occupational Health services.

3. Commencement

   a. This Agreement is deemed to be in force from:
      i. 21st February 2021 or;
      ii. any earlier date that the Customer is notified of this agreement or;
      iii. any earlier date online terms and conditions are updated with this agreement

4. Purpose of Data Sharing

   a. WorkHealth Jersey is a provider of professional Occupational Health services to the Customer for the ultimate benefit of workers and organisations.

b. In order for WorkHealth Jersey to provide these services, Data Sharing in certain circumstances is required:
    i. From the Customer to WorkHealth Jersey
    ii. From WorkHealth Jersey to the Customer
c. The nature of the data to be shared includes Sensitive Personal Data and this is detailed in Schedule 1.

5. Organisations involved in Data Sharing

a. This agreement relates only to Data Sharing between WorkHealth Jersey and the Customer and as outlined in Schedule 1.
b. This agreement does not cover the sharing of data with any other party and the respective Data Controller responsibilities for each party will be responsible for any such further data control.

6. Data Controller Responsibilities

a. WorkHealth Jersey is the Data Controller for information it receives from referring Customers and other sources.
b. WorkHealth Jersey is not the Data Processor of the Customer.
c. The Customer is not the Data Processor for WorkHealth Jersey.

7. Data Sharing responsibilities

a. Schedule 1 outlines the data to be shared.
b. The Originating Party is responsible for ensuring they have the appropriate arrangements, notices and consents in place for the release of information to be shared with the Receiving Party. Control measures are listed next to each data flow type in Schedule 1.
c. Once information has been received by the Receiving Party, they have Data Controller responsibilities for that body of information that has been received.
d. The Receiving Party should ensure they have the appropriate arrangements, notices and consents in place for that information to be shared within their organisation.

8. Access and Individual's Rights

a. Each Data Controller should make it clear in Privacy Notices how individuals can access information.
b. If a subject access request is received by one party and it is believed to relate to information held by another party, the subject should be directed to the other party. This is to ensure there are no unnecessary delays in individual requests being actioned.
c. Complaints or enquiries relating to data should be directed to the relevant Data Protection Officer/Lead for the responsible Data Controller.

9. Information governance

a. The datasets to be shared between parties is outlined in Schedule 1.
b. Each Originating Party should take reasonable precautions to ensure the data sent is accurate. If an inaccuracy is detected:
    i. the Originating Party should be notified (if not discovered by the Originating Party).
    ii. All parties should rectify the error without undue delay.
c. The data will be transferred utilising commonly available proprietary means.

10. Data Retention

a. Sensitive Personal Information outlined in Schedule 1 will be retained by WorkHealth Jersey in the following circumstances for the following time periods:
    i. Where Statutory Health Surveillance has been carried out – 40 years
    ii. Where no Statutory Health Surveillance has been carried out – 10 years from last OH contact
    iii. Subject Access Requests – 1 year from request
b. Retention periods will be notified to data subjects in WorkHealth Jersey Privacy Notices.
c. In circumstances where there is a change of OH provider, WorkHealth Jersey will arrange for transfer of records to the new provider directly with them provided the following criteria are met:
    i. Consent of individuals
    ii. Assurance of appropriate security and data governance arrangements

    However the transfer of such records is not the responsibility of the Customer and is not within the scope of this data sharing agreement.

11. Data Security

a. Each Data Controller has responsibility for ensuring the security of data within their Domain.
b. Each Data Controller shall implement and maintain processes, procedures and controls to protect the confidentiality and security of data in accordance with good industry practice.
c. Each Data Controller should have appropriate technical and organisational measures in place when sharing personal data including:
    I. Consent from data subjects
    II. Encryption of electronic transmission of sensitive personal data such as using WorkHealth Jersey referral portal or password encryption of email attachments.
    III. Information sharing within organisations should comply with Data Controller responsibilities.
    IV. Physical security of data

V. Access controls to the data limiting access to only those with a requirement of access

12. Data Breaches

a. The Data Protection Law outline responsibilities, including for reporting to the JOIC, for Data Breaches.
b. The Data Controller for the domain where the Breach occurred is responsible for reporting to the JOIC and subsequent management.
c. In the event of a Data Breach, the responsible Data Controller should implement further control measures to reduce the risk or prevent a further breach.

13. Review of Data Sharing arrangements

a. WorkHealth Jersey will audit these arrangements.
b. Non-conformances will be rectified and notified to relevant parties, which may be the Originating Party.
c. Material changes in the Data Protection Law or associated guidance may require future amendments.

14. Termination of services

a. The data shared under this agreement, as outlined in Schedule 1, is on a referral-by-referral basis.
b. The effect of the Customer not using WorkHealth Jersey services means no more data transfers will occur.
c. Both parties will still continue to hold Data Controller responsibilities for their information domain including responding to contacts from data subjects.

Schedule 1 – Data to be shared and applicable controls

Data From	Data To	Data Type	Description	Customer Controls
Customer	WorkHealth Jersey	Employee referral form	Data fields required for completion of a referral form including Name, DOB, Employee phone number, Employee address, Job Title, reason for referral, background information and specific questions.	Ensure privacy notices and/or consent is provided by data subjects. Use the WorkHealth Jersey online portal for making referrals and providing supplementary information or encrypt all sensitive information if

				sending my email. Ensure information is accurate e.g. names, addresses etc.
Customer	WorkHealth Jersey	Supplementary Information	In addition to the referral form information, additional documents to support the referral such as absence records, job descriptions, medical reports received by the employer, meeting minutes, risk assessments carried out.	Ensure privacy notices and/or consent is provided by data subjects. Use the WorkHealth Jersey online portal for making referrals and providing supplementary information or encrypt all sensitive information if sending my email.
Customer	WorkHealth Jersey	Employee Lists for Health Surveillance Services	Names, dates of birth and occupations/ exposures of employees in order to create and manage health surveillance call and recall arrangements.	Make employees aware as part of normal communication regarding health surveillance e.g. in Privacy Notices that their information will be shared this way. Ensure such transmissions are encrypted e.g. password encrypted Excel spreadsheet.
Customer	WorkHealth Jersey	Employee lists of those to receive OH services such as vaccination	Names, dates of birth and work location to allow arrangements and documentation to be in place for	Make employees aware, as part of the communication regarding availability of the service or in Privacy Notices, that

		or wellbeing medicals	employees accessing these services.	this information will be shared with WorkHealth Jersey in order to provide the service.
Customer	WorkHealth Jersey	Supplementary Information after a referral has been made	There may be a need to provide WorkHealth Jersey with risk assessment information, further meeting minutes etc.	Make individual aware specifically that this information is being shared with OH and only transmit it using secure means e.g. encryption, uploaded via WorkHealth Jersey portal
WorkHealth Jersey	Customer	Output report	The OH report produced by the WorkHealth Jersey clinician is sent to the referring person (as per the referral form) only with explicit consent of the data subject.	Ensure the 'referring person' section on the referral form is correct as this is where the report will be dispatched to. Ensure internal notices and consents allow the sharing of information in OH reports with, for example, managers. Ensure security of this sensitive personal information within your domain.
WorkHealth Jersey	Customer	Supplementary reports and advice	Further medical guidance in supplementary reports	Ensure internal notices and consents allow the sharing of information in OH reports with, for example, managers. Ensure security of this sensitive

				personal information within your domain.
WorkHealth Jersey	Customer	Health Surveillance Recall Lists and outcome reports	Lists of workers with name, DOB, date or surveillance done and due, status of each assessment e.g. under review, confirmed problem. Employees consent to WorkHealth Jersey notifying employers of this data at the beginning of the process.	Ensure internal notices and consents allow the sharing of information in recall lists with, for example, Health & Safety or HR. Ensure security of this sensitive personal information within your domain.
WorkHealth Jersey	Customer	Invoice for services	Invoices for services state the employee name and a very broad grouping of service received e.g. 'OH consultation', 'Pre-employment', 'Health Surveillance'.	Appropriate confidentiality agreements with staff processing invoices.