



Please return signed agreement by Faxing to 03 9855 9550:

**Attention Doug Lyte**

Agreement between Total Wellbeing Medical and Counselling Centre Pty Ltd  
and (company name) \_\_\_\_\_

1. Total Wellbeing Medical and Counselling Centre Pty Ltd (TWMCC) agrees to conduct worker health checks on the agreed days and agreed manner in accordance with the Work Health Standards.
2. After completing the worker Health checks (or after 60 worker health checks have been completed in the case of larger employers) TWMCC will present the above mentioned employer with an activity statement which an authorized representative is to sign to verify that the agreed worker health checks have taken place.
3. TWMCC will then issue an invoice based on the agreed sum per worker health check conducted, namely,  
\$50.00 (inc. GST) Per worker health check.  
\$25.00 (inc. GST) Per cancelation or no show.  
These invoices will be presented when finalising the worker health checks for the above mentioned employer, (or after conducting every 60 workplace health checks in the case of larger employers.)
4. The employer is expected to pay this invoice by cheque, credit card or direct debit on the day it is presented. This invoice generated by TWMCC together with a matching invoice generated by the employer can then be presented to Work Health within 14 days to receive a 100% refund by WorkHealth.
5. In addition, the employer agrees to the following conditions:  
(as set out in the Work Health Terms and Conditions Agreement, Clause 5.1)

#### **Employer's obligations**

The Employer agrees:

- (a) to engage an Endorsed Service Provider to deliver the Worker Health Checks;
- (b) to promote and facilitate workers' participation in the Worker Health Checks through the scheduling of arrangements with the Endorsed Service Provider;

- (c) to complete surveys and provide feedback for evaluation of Worker Health Checks where the Employer has agreed to do so in the Application Form;
- (d) to ensure that Worker Health Checks will be conducted at the nominated worksites as stated in the Application Form (unless otherwise agreed with the Endorsed Service Provider) and in a dedicated private space, which is not a high visibility, high traffic location to ensure that the privacy of workers can be maintained;
- (e) to ensure that where it has requested an Endorsed Service Provider to provide additional services (such as to screen for non WorkHealth related conditions) **(Additional Services)** that such additional services are clearly distinguished from the WorkHealth program and that workers are informed that any such additional services are independent of, not endorsed by, nor paid for by, WorkHealth;
- (f) to cooperate with the Endorsed Service Providers to ensure that:
  - (i) any information about workers that is disclosed or collected by the Endorsed Service Providers is kept confidential;
  - (ii) personal information and health information of workers is handled in accordance with all applicable State and Commonwealth privacy legislation, and
  - (iii) the Worker Health Checks are delivered in accordance with WorkHealth's service standards and conditions; and
  - (iv) if the Endorsed Service Provider requires payment for a worker's failure to attend a Worker Health Check without giving notice, that the Endorsed Service Provider is paid 50% of the cost of each worker health check.
- (g) to notify WorkHealth if it becomes aware that Worker Health Checks are not being delivered by the Endorsed Service Provider in accordance with WorkHealth's service standards and conditions;
- (h) where it is entitled to receive a workplace profile report, with no identifying personal information or health information which profiles the overall health of its workforce (it has more than 50 workers participating in the Worker Health Checks,) to advise the Endorsed Service Provider if it does not wish to receive such a report;
- (i) to not collect or access any personal or health information collected by the Endorsed Service Provider in the Worker Health Check; and
- (j) to do all things reasonably requested by WorkHealth.

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_