

**TORBAY COUNCIL**

**Part 2 Specification**

**Contract Reference**

**TCORP1920**

**Contract Title**

**Occupational Health Services – for  
Core Council**

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# 1. Overall Scope and Nature of the Requirement

Torbay Council has a requirement to procure a professional Occupational Health Provider who will deliver a comprehensive Occupational Health Service with a high standard of customer service to enable us to meet our responsibilities for the health, safety and wellbeing of our employees.

Further Competition bids are invited for the supply of the service as described in this Specification, which is utilising ESPO framework 985 Occupational Health Services.

The contract shall be subject to ESPO framework 985 Call-Off Terms for Occupational Health services 2019.

This service is required for the for the Authority's directly employed staff and also customers of the Authority such as Schools, Academies and other third party organisations who purchase Human Resources (HR) services from the Authority, through a Service Level Agreement.

The role of the Occupational Health Service provider will be to provide advice, support and recommendations on a range of Occupational Health Services to management and staff. These services will include pre-employment screening, medical referrals, capability/ill health retirement assessments and the provision of health surveillance.

This Specification should be read in conjunction with the attached Appendix C - ESPO 985\_19 Framework Specification.

The Authority has set out a number of specific Mandatory Requirements within this Specification, these are identified with the inclusion of the wording **(Mandatory Requirement)** against whole sections or individual requirements. Applicants will be required to confirm their compliance with these Mandatory Requirements within their Stage Two Tender Submission.

## 2. Specific Requirements

This Specification sets out the Authority's specific requirements in relation to the provision of Occupational Health Services. It is the Authority's expectation that all Applicants meet these requirements and will demonstrate this in their responses to the Method Statements and Technical Questions within 4 Stage Two Tender Submission.

### **(Mandatory Requirement) Service Requirements**

The Service to be provided must cover the following:

An Occupational Health Physician who provides virtual consultations on an next available appointment/ ad hoc basis. These consultations relate primarily to establishing fitness to work, and occasionally pre-employment medical examinations as well as assessment for

Ill Health retirement.

An Occupational Health Nurse Advisor/Manager who provides virtual consultations on an next available/ad hoc basis. These consultations relate primarily to establishing fitness to work and pre-employment medical examinations, work place assessments.

There may be occasions when the Authority specifically request face to face appointments and the Authority can provide a room for these appointments to be carried out. However, it is presumed that the majority of appointments will be held either via the telephone or via a platform such as Zoom or Microsoft Teams. There may be occasional requirement for an appointment after 4.00 pm. Face to face appointments must be Covid secure.

## **GENERAL REQUIREMENTS**

With reference to Section 1 General Requirements 1.1 to 1.10 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements. However, the Authority does not require the services of an EAP scheme.

## **IMPLEMENTATION**

With reference to Section 2 Implementation 2.1 to 2.3 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

## **STAFFING**

With reference to Section 3 Staffing 3.1 to 3.7 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements

## **TUPE**

With reference to Section 4 TUPE 4.1 of the (Appendix C) ESPO 985\_19 Specification the Authority confirms that TUPE measure do not apply.

## **ACCOMODATION, EQUIPMENT AND TRANSPORTATION**

With reference to Section 5 Accommodation, Equipment and Transportation 5.1 to 5.9 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements

## **ADMINISTRATION**

With reference to Section 6 Administration 6.1 to 6.8 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements

## **LEGAL REQUIREMENTS AND INDUSTRY STANDARDS**

With reference to Section 7 Legal Requirements and Industry Standards 7.1 to 7.3 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

### **SERVICE REQUIREMENTS:**

#### **STRESS ASSESSMENTS**

With reference to Section 17 Stress Assessments 17.1 to 17.6 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

#### **WORK STATION ASSESSMENTS**

With reference to Section 18 Work Station Assessments 18.1 to 18.10.6 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

#### **VACCINATIONS, BLOOD TESTS AND MEDICATION**

With reference to Section 19 Vaccinations, Blood Tests and Medication 19.1 to 19.17 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

#### **PRE-EMPLOYMENT CHECKS**

With reference to Section 20 Pre-Employment Checks 20.1 to 20.13 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements. But for the purposes of this Tender, the 'Customer' will be the Council's Human Resources Team.

#### **IN-SERVICE REFERRALS (ASSESSMENT OF FITNESS FOR CONTINUED EMPLOYMENT)**

With reference to section 21 In-Service Referrals (Assessment for Fitness for Continued Employment 21.1 to 22.2 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

#### **CASE CONFERENCES/CASE MANAGEMENT DISCUSSIONS**

With reference to Section 22 Case Conferences/Case Management Discussions 22.1.1 to 22.2 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements

#### **IN-SERVICE HEALTH SURVEILLANCE**

With reference to Section 23 In-Service Health Surveillance 23.1 to 23.6 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

## **INDEPENDENT DOCTOR ASSESSMENT FOR PENSION SCHEME**

With reference to Section 24 Independent Doctor Assessment for Pension Scheme 24.1 to 24.9 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

### **Section 25 Health Promotion Services**

With reference to section 25 Health Promotion Services 25.1 to 25.11 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

### **Section 26 Appear to Give Evidence (26.1 to 26.8)**

With reference to Section 26 Appear to Give Evidence 26.1 to 26.8 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements.

### **Section 28 Trauma and Critical Incident Support (28.1 to 28.6.8)**

With reference to Section 28 Trauma and Critical Incident Support 28.1 to 28.6.8 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements

## **TORBAY COUNCIL SPECIFIC MANDATORY IT REQUIREMENTS**

### ***(Mandatory Requirement)* I.T./ GDPR System Requirements**

The following requirements within this section are all mandatory requirements:

The Authority requires that any proposed IT suite(s) must be:

- fully developed;
- a web-based software application;
- Fully operational and currently used in a live environment;
- hosted; and
- kept fully functional with all supported versions of third party components, systems etc, for example databases, operating systems including mobile devices, report tools, browsers or any other products.

The Applicant must:

- ensure that any enforced format or layout requirements imposed meet at least AA standards in terms of Accessibility;
- provide up-to-date documentation from the latest annual Penetration Testing of the IT suite, undertaken by a reputable security vendor and provide evidence that any high priority items (or above) have been addressed. If this is not immediately available the Provider must guarantee that this will be in

place by the time the Contract is signed.

The Solution must ensure that all data is encrypted in transit.

The Solution must provide for the automatic recovery of application files following a system break and the ability to automatically re-update files to the point of the break without the necessity for manual re-keying of data by the users. A way of achieving this could be to incorporate a mechanism for holding data messages (and making a speedy recovery) in the case of systems, connections or other components being out of action preventing normal data flow from one site to the other.

The Solution must be capable of supporting a secure connection mechanism from the Authority's network to the hosted System. The IT suite(s) must have a password policy incorporating encryption, use of mixed case, numbers and special characters, minimum length, expiry, limit on login attempts, logging of unsuccessful login attempts and "forgotten password" functionality;

### ***(Mandatory Requirement)* I.T. / GDPR Service Requirements**

The Applicant must have a Service Level Agreement (SLA) for supplying comprehensive technical support of the proposed I.T. System, which must be submitted as part of their bid. As a minimum the SLA needs to cover:

- method(s) of incident reporting;
- incident categorisation;
- response times;
- methods of support (including remote support);
- out-of-hours support;
- escalation processes;
- volume of use restrictions; and
- any occasions where additional costs would be applicable.

Details of all cases must be migrated from the Authority's current IT system in an accurate, correct and timely manner.

The Applicant must have general security procedures in place. These should include adherence to recognised standards, for example ISO/IEC 27001 (proof of compliance to be made available upon request). Also, audits by a reputable third party (details of audits to be made available upon request).

The Applicant must supply the Authority with all of its production data (in a format and time to be specified), with an appropriate database schema, free of charge at the end of the contract period.

***(Mandatory Requirement)*** The Authority's data must not be transferred to a country or territory outside the UK.

***(Mandatory Requirement)*** The Solution must provide an availability level of 99.5%, measured over a calendar month: normal working hours.

***(Mandatory Requirement)*** The Applicant must have technical and procedural security

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measures in place to prevent:

- unauthorised or unlawful processing of personal data;
- accidental loss or destruction of or damage to personal data.

Access to the Authority's dataset must be limited to the Authority and approved personnel from the organisation.

The Applicant must be GDPR compliant, and provide:

- Their Data Protection Register Number and expiry date
- Details of their Data Protection Officer (if applicable) and their responsibilities;
- Any relevant data protection policies and procedures;
- Details of how they review and update their policies for processing data on behalf of their data controllers;
- Their processes for detecting and communicating data breaches;
- Details on how the system complies with the information rights of data subjects including right of subject access, right to be forgotten and right to rectification;
- Details on how data can be deleted en-masse and automatically, according to the appropriate retention schedules;
- Details of the data privacy and security training employees in the organisation receive.

# 3. Contract and Performance Review Requirements

## **CONTRACT MANAGEMENT**

**(Mandatory Requirement)** In addition to 9. Contract Management 9.1, 9.2, 9.3, 9.4 of the (Appendix C) ESPO 985-19 Specification. The Authority requires the following:

The Contract will be performance managed through the use of Contract Management Meetings all held via Zoom or Microsoft Teams. The Authority requires a bi-weekly call between the Service Provider Account Manager and the Authority Contract Manager and the sharing of an Actions Log to ensure any issues raised with the running of the Contract are resolved in a timely and effective manner, agreeable to both parties.

## **REPORTS TO BE PRESENTED AT MEETINGS**

With reference to section 10. Reports To Be Presented at Meetings on the (Appendix C) ESPO 985-19 Specification 10.1 to 10.5 the Authority requires all reports as detailed.

## **MANAGEMENT INFORMATION**

With reference to Section 16 Management Information 16.1 to 16.4 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with all requirements.

The Authority expects to be provided with Management Information as agreed by both parties on a quarterly basis.

## **CUSTOMER SERVICE**

**(Mandatory Requirement)** The Authority expects the Service Provider to demonstrate an ongoing commitment to delivering a high standard of customer service. The minimum standard expected is a demonstration of the standards needed to deliver and improve the customer service experience as required in Part 4 Award Questionnaire Section B Method Statement 1.

## **COMPLAINTS AND SUGGESTIONS**

**(Mandatory Requirement)** With reference to Section 14 Complaints and Suggestions 14.1 to 14.9 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements. In addition the Authority expects the Service Provider to demonstrate an ongoing commitment to delivering a high standard of complaint handling. The minimum standard expected is a demonstration of the standards needed to handle a complaint as required in Part 4 Award Questionnaire Section B Method Statement 2.

## 4. Data Protection, Information Sharing and Information Security

**(Mandatory Requirement)** The Authority expects that the service provider has formal Data Protection Information Security Policies (including a breach incident management policy) in place which are appropriate to their processing, storage or handling of Authority data. You must be able to supply the Authority with evidence of this policy as requested.

The service provider must comply in all respects with the provisions of the General Data Protection Regulations 2018 and Data Protection Act 2018.

The service provider must sign the Authority's Data Protection Data Processing Agreement (Appendix D) where processing activity will be undertaken on the Authority's behalf, and must keep a record of any processing activity carried out.

The product supplied by the service provider must comply with the Medical Records Act.

The Authority expects that the service provider has formal Data Protection Information Security Policies (including a breach incident management policy) in place which are appropriate to their processing, storage or handling of Authority data. You must be able to supply the Authority with evidence of this policy as requested.

All electronic data (email and media) must be encrypted in transit. The method of transmitting and receiving Authority data must be specifically agreed with the Authority in advance.

The service provider must be able to demonstrate the training their staff are required to undertake in respect of data protection and information security.

The service provider must be able to comply with data subject rights requests within the statutory timescales set out within the GDPR.

## 5. Health & Safety

**(Mandatory Requirement)** The service provider is expected to maintain the highest standard with respect to the health and safety and demonstrate these standards through the provision of safe systems of work with respect to the provision of occupational health services. The service provider will ensure that it operates appropriate infection control protocols, and its staff are fully aware of their responsibilities when operating on Torbay Council's or SWISCo's premises. Staff operating from these sites will ensure they have been adequately inducted and fully understand the emergency procedures in place and are also familiar with the local incident reporting systems.

The service provider must ensure that relevant Health and Safety Legislation is always complied with. This will include the provision of relevant risk assessments and the demonstration of competency through the submission of CV's supported by training certification. Torbay Council will also require the provider of its Occupational Health services to inform it of any incidents that occur that are: -

- causally linked to the provision of services to Torbay Council and/or SWISCo, and
- any others where the learning can be adopted within the services supplied to Torbay Council and/or SWISCo.

The service provider is to notify Torbay Council's or SWISCo's Occupational Health and Safety team, whichever is relevant, of any incidents reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) associated with the provision of services under this contract, the report is to be made within 24 hours of the service provider becoming aware of the incident being reportable.

The service provider is to notify Torbay Council immediately should it be subject to any formal Health and Safety action from an enforcing authority. This will include, inter alia, any letters where notification that Fee for Intervention is to be applied, the serving of any Section 21 Health and Safety at Work Act (HaSWA) Improvement Notices or Section 22 (HaSWA) Prohibition Notices or notification of a prosecution under any Health and Safety legislation.

The service provider will complete the health and safety submission questions in Part 4 of the tender to demonstrate that you are an organisation that has systems for ensuring effective occupational health, safety and environmental (OHSE) management systems and performance.

**The Council's Health & Safety Policy Statement can be found at Appendix E**

## 6. Invoicing

**6.1 (Mandatory Requirement)** With reference to Section 15 Ordering Invoicing and Payment 15.1 to 15.7 of the (Appendix C) ESPO 985\_19 Specification the Authority has the additional requirements

For the purpose of invoicing the Authority for additional services charges an excel spreadsheet must be submitted to the Authority's Contract Manager for authorisation by Contract Manager and Referring Manager prior to an invoice being issued. The spreadsheet must include all details of all additional charges:

- a. details of standard provision;
- b. details of Occupational Health Physician services;
- c. details of Occupational Health Nurse services;
- d. welfare services;
- e. Occupational Health Physician follow up;
- f. date;
- g. name;
- h. department;
- i. cost centre;
- j. name of referring manager;
- k. action details;
- l. time taken;
- m. cost;
- n. contract management and travel costs;
- o. disbursements/GP reports;
- p. pre-employment checks details such as name, location, departments, type of screening, start/end date of process.

Invoices should be sent to the Authority's Contract Manager by the end of the following month in which the additional charge has taken place. The service provider must be able to comply with this request.

Payment will be made in accordance with Torbay Council's specific payment terms.

Any invoice received by Torbay Council that does not meet the terms outlined above will be automatically rejected and returned to the Applicant without payment. The Applicant will be expected to correct any and all errors and re-submit the invoice to Torbay Council. Torbay Council will record each instance of a query or dispute, the nature of the query or dispute and the time taken to resolve the query or dispute in order that it may better manage those instances to avoid recurrence.

## 7. Added Value

### 7.1 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

### 7.2 Social Value, Sustainability, Environmental Considerations

With reference to Section 8 Social Value 8.1 to 8.2 of the (Appendix C) ESPO 985\_19 Specification the Authority expects the Service Provider to comply with each of the requirements. The Authority has additional requirements.

The Authority is seeking a Provider who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Corporate Plan 2019-2023

<http://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

**7.2.1** Applicants should take into account the following key areas in formulating their response:

7.2.2 Jobs: Promote local skills and employment;

7.2.3 Growth: supporting growth of responsible regional business;

7.2.4 Social: Healthier, safer and more resilient communities;

7.2.5 Environment: protecting and improving our environment;

7.2.6 Innovation: promoting social innovation.

## 8. Scope and Nature of Possible Modifications or Options

The Authority is willing to consider future possible Modifications or Options, based on the following:

- a. The emergence of new and evolving relevant technologies which could improve the Services;
- b. New or potential improvements to the Services;
- c. Changes in ways of working that would enable the Services to be delivered at lower costs and/or greater benefits to the Authority;
- d. An increase or decrease in staffing numbers, including the addition or reduction of schools, academies and other third parties using the Contract; or
- e. Factors that could not be reasonably foreseen by the Authority at the time of tender issue.

## 9. Awarding the Contract on Behalf of Other Contracting Authorities

The Authority is not purchasing on behalf of other contracting authorities.