

<b>Service</b>	Local specification Primary Care Occupational Health Services – Derbyshire
<b>Commissioner Lead</b>	NHS England – North Midlands
<b>Period</b>	1 October 2018 to 30 September 2022 (+extension until 31 August 2023)
<b>Date of Review</b>	1 April 2022

## Introduction

***This specification sets out the additional requirements for the Primary Care Occupational Health services and is to be used as an addition to the NHS England National Primary Care Occupational Health Service Specification.***

This specification sets out the NHS England – North Midlands' (and any successor body) requirements for the Primary Care Occupational Health services in Derbyshire and focuses on the local arrangements for delivery of the service, including the monitoring, financial and performance arrangements.

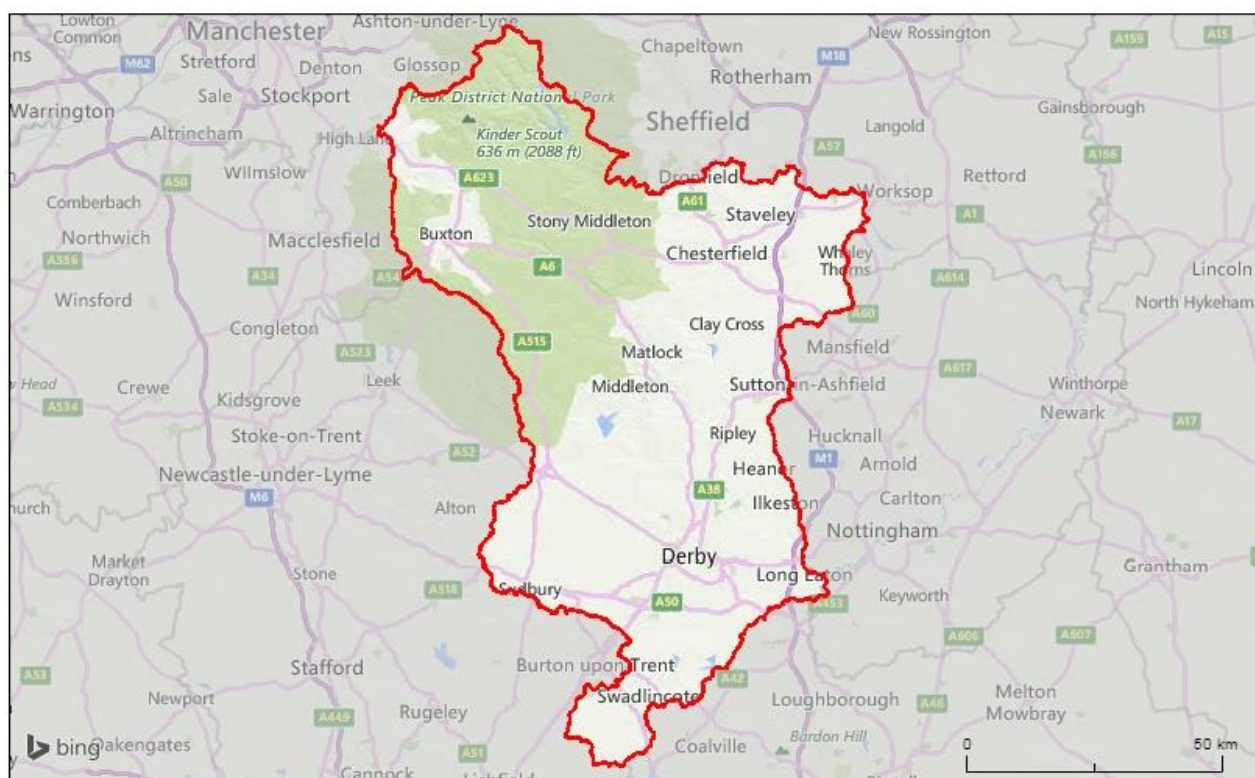
## 1. Population Needs

### 1.1 Context and evidence base

Occupational health is important in assessing the impact of work on someone's health, the impact of their health on their ability to work and providing advice and possible support that might be needed. The service will cover provision of occupational health services to primary care over the following STP geography which consists of a number of CCGs:

- NHS Erewash Clinical Commissioning Group
- NHS Hardwick Clinical Commissioning Group
- NHS North Derbyshire Clinical Commissioning Group
- NHS Southern Derbyshire Clinical Commissioning Group

as outlined below:



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Across Derbyshire in totality there are:

- 117 GP practices with 845 doctors on the performers' list
- 120 dental practices with 470 dentists on the performers' list
- 102 optometry practices with 235 optometrists on the performers' list
- 217 pharmacies.

Furthermore, there were 45 applications to the performers' lists in 2016/17.

## 2. Outcomes

### 2.1 NHS Outcomes Framework Domains

Domain 1	Preventing people from dying prematurely	✓
Domain 2	Enhancing quality of life for people with long-term conditions	
Domain 3	Helping people to recover from episodes of ill-health or following injury	✓
Domain 4	Ensuring people have a positive experience of care	✓
Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm	✓

### 2.2 Local defined outcomes

Occupational Health provides a complex managed clinical service. It provides a mix of high frequency transactions (e.g. referrals and immunisations) with lower frequency events that can have a high impact and are highly valued by managers and staff but are difficult to measure (e.g. doctors in difficulties). The delivery of the OH service is underpinned by the following principles:

- Strong focus on a high quality, clinically-led, evidence-based service
- An equitable and accessible service
- Impartial, approachable and receptive to both service users and employers
- Contribute to organisational productivity
- Work in partnership with all NHS organisations and within the community
- Underpinned by innovation
- Offer diversity and depth of specialisation and training opportunities

## 3. Scope

### 3.1 Service description/care pathway

The provider will give due consideration to the accessibility and functionality of the service in responding to general and more urgent cases, including in relation to opening hours and their premises. The Primary Care Occupational Health Service will be available during core business hours as a minimum, i.e. 8.30am to 5.00pm.

The service will provide face to face appointments as well as follow ups in a way which are appropriate both clinically and in convenience, e.g. via telephone, email or face to face, giving regard for the geography of the area of service provision.

The service will be delivered in a local premise within the STP area. Due regard will be given to ensure services are fit for purpose and accessible in response to urgent cases particularly and satellite locations will preferably be utilised for the purpose of responding to needle stick injuries/blood borne viruses (BBV) to ensure patient safety.

The provider will ensure they have local visibility within the geographical area they are covering and will communicate with local primary care providers to ensure they are kept informed of their contact details for access to the service. This includes both location of premises and contact telephone numbers. The provider may also wish to use an email address for general queries.

### 3.2 Joint working and interdependence

Providers will be expected to develop and sustain productive working relationships with other professionals involved with individuals. Seamless service delivery is dependent on building and maintaining effective working relationships, including the development of robust communication and liaison mechanisms. The providers need to work in an integrated and collaborative way with other health and social care providers and professionals. This may include but is not limited to:

- Clinical Commissioning Groups
- Dental practices
- GP practices
- Optometry practices
- NHS England
- Pharmacies

## **4. Applicable Service Standards**

### **4.1 Applicable standards**

When delivering the service, providers will be required to meet specific service standards as determined by national legislation as well as local requirements, the Health and Social Care Act 2012 and Care Quality Commission (Registration) Regulations 2009. There is a responsibility on providers to ensure they remain compliant with changes to legislation as it is enacted. Service provision will be as detailed in the National Specification. Localised requirements are included in this specification and providers are required to meet these along with any subsequent versions.

The service should be cognisant of the Public Service (Social Values) Act 2012 considering economic, social and environmental factors and subsequent impact in the area.

The provider is expected to operate and promote an effective complaints policy in line with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

The provider should ensure they are aware of any relevant published NICE guidelines to ensure best practice and remain compliant.

### **4.2 Deviations in service standards**

If the service deviates from the specification, each service/staff group has a responsibility to raise concerns either with the provider or NHS England – North Midlands depending on the nature of the concern. Subsequently, any concerns or issues should be escalated as appropriate to ensure they are remedied promptly. The Head of Service for each provider (or equivalent) will be involved in this process.

Providers will be given time to remedy any issues informally, e.g. through the development of an action plan; however, if providers continually fail to meet the expected service standard, NHS England – North Midlands may be required to follow due process as outlined under GC24 Dispute Resolution.

## **5. Monitoring and Quality Requirements**

### **5.1 Service monitoring**

There is a need to monitor referrals to cross-reference and benchmark service activity and capacity and the commissioner will monitor providers to ensure compliance with the quality standards and service specification. Providers will be allocated a Contract Lead from NHS England who will be their reference point for any queries relating to the contract or the monitoring of the service. Furthermore, the provider will be expected to maintain accurate and up to date records in relation to service activity.

The provider should endeavor to implement and sustain a Quality Assurance system. At a minimum there must be records that demonstrate the following:

- Written statements of philosophy, objectives, standards and/or action plans
- Arrangements of the appropriate supervision and assessment of the service
- Regular self-monitoring of the service
- Implementation and monitoring of equal opportunities including those with protected characteristics in line with the Equality Act 2010

Representatives of the provider and the commissioner will meet formally at intervals not exceeding every 3 (three) months to consider any issues arising from the operation and performance of the service.

The provider shall on reasonable notice comply with all written requests made by the commissioner as reasonably required in connection with the performance of their functions for:

- Entry to the providers premises at any reasonable time for the purpose of inspecting the provision of the services; and
- Information used, generated or provided under the service,

and the provider shall give all such assistance and provide all such information and facilities as the commissioner may reasonably require.

## 5.2 Activity and performance monitoring

The provider will provide the commissioner with the level of activity of the service on a monthly basis. This will include a breakdown of individual activity per month and details of which schedule the activity forms part of as set out in the national specification, including where appointments have not been attended.

The provider will populate the template *Backing Data Report Template* and capture the services provided to NHS England National Performs which will correspond to your invoice. Information is to be returned to NHS England on a monthly basis.

## 5.3 Remedies of non-performance

In the event of a party not performing according to the agreed terms of the contract, the following procedure will apply:

- Where one party considers that the other party has not performed its obligations under the contract, the party may request a meeting with the other party by giving 2 (two) weeks' notice in writing. Such meeting to include representatives of the parties responsible for the provision and receipt of the particular services which have been under performed.
- Following such meeting, the party which has not performed adequately will be given a reasonable period to resolve such non-performance to the satisfaction of the other party.

When the party requesting such meeting is not reasonably satisfied that the other party's non-performance has been resolved, that party will have the right at its discretion to follow due process of escalation as outlined in the contract.

## 5.4 Funding of schedules

Although the commissioned service covers and therefore makes available services as outlined in Schedules I, II and III as outlined in the national service specification, the funding arrangements will vary for each of the schedules. As outlined in the national service specification, the commissioner is responsible for the funding of all Schedule I services whereas Schedule II services will be funded under private arrangements by applicants to the performers' list and Schedule III services will be funded under private arrangements by the relevant primary care organisation.

In relation to Schedules II and III it will therefore be the responsibility of the provider to arrange for payments to be made for these services from the relevant parties.

## 5.5 Financial information

The commissioner shall pay to the provider the Services Fee within 30 (thirty) days of receipt of a valid invoice ("the due date") submitted by the provider.

The services shall be exclusive of VAT which shall be payable, if applicable, by the commissioner in addition to such Services Fee upon receipt of a valid tax invoice at the prevailing rate in force from time to time.

If payment is not made by the due date, in addition to its rights under the Late Payment of Commercial Debts (Interest) Act 1998, the provider may cancel and/or suspend the services unless the commissioner shall upon written notice immediately pay for any services provided or pay in advance for any services ordered but not provided, all at the provider's option.

Any sums due to the provider under this agreement shall be due without deduction or set-off by the

commissioner from any sums due to the commissioner by the provider under any other contract between the parties.