



UNCLASSIFIED



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Customer and Workforce Services

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Dear 

Freedom of Information Act 2000

Thank you for requesting information regarding the provision of Occupational Health services, which the Council received on 10th June 2013. Your request has been considered under the Freedom of Information Act 2000. You have requested the following information:

1. If applicable, what tier (authority) are you?

Metropolitan Authority

2. What is the total headcount of your organisation?

12,973 fte

3. What contractual arrangements do you have in place for the provision of occupational health service (i.e. in-house, outsourced etc)?

In house

4. Please provide the contact details of your OH provider.

Occupational Health and Counselling Service manager [Tel:02476833285](tel:02476833285)

5. Please describe what OH services are included?

Summary of Occupational Health and Counselling Services

Occupational Health

- Pre-employment medical clearance
- Sickness absence health assessments
- Work place ergonomic assessments
- Health surveillance for specific occupational groups i.e. those working with noisy machinery, vibrating tools.
- Advice line - for managing work and health issues.
- Healthy Lifestyle Screening Programme
- Provision of health related policies, procedures and guidance leaflets.
- Ergonomic assessment and treatment of musculoskeletal problems.

Counselling

- Staff Wellbeing Audits (Stress Risk Assessments)
- Personal Stress Questionnaire (person specific)
- One to one counselling: face to face, telephone and e-mail
- Smoking Cessation Hypnotherapy
- Guided relaxation for panic attacks and other distressing symptoms
- CBT groups for depression and anxiety
- Bereavement counselling
- Wellbeing Days
- Team Building
- Mediation
- Debriefing

Training:

- Stress Management and the Supervisory Role
- Counselling Skills for Successful Management
- The Human Element in Conflict and Aggression
- Creating Self Esteem
- Developing a Team - A psychological approach to overcoming problems within teams
- The Psychology of Mediation
- Transactional Analysis for Professional Development
- First Aid at Work Training
- Preparing for Retirement
- Infectious Diseases
- Alcohol Awareness
- Managing Mental Health in the Workplace
- Health Education Training
- Proactive Stress Management for Employees
- Emotional Resilience Training

Other:

- Monthly Health News
- Insite health and wellbeing articles
- Policies and guidelines on occupational health issues

6. If you have an in-house OH Service, please provide details of staff categories (manager, nurses, doctors, admin), headcount and salaries for OH Assistants and Physicians, following the example below.

e.g. **EXAMPLE**

<i>OH Staff</i>	<i>Headcount</i>	<i>Salary</i>
<i>OH Manager</i>	<i>1</i>	
<i>OH Advisor</i>	<i>5</i>	
<i>OH Physician</i>	<i>3</i>	
<i>OH Admin</i>	<i>4</i>	

OH Staff	Headcount	Salary
OH & Counselling Mgr	1	Grade 10 £43,128 - £46,276
Snr OH Advisor	1	Grade 8 £33,661 - £39,855
Snr Counselling & Support Officer	1	Grade 8 £33,661 - £39,855
OH Advisor	3	Grade 6 £23,708 - £29,326
Health Promotion Nurse	2	Grade 5 £19,621 - £24,646
Counsellor	3	Grade 6 £23,708 - £29,326
Ergonomic Assessor	2	Grade 7 £28,636 – £34,549
OH Admin	1	Grade 5 £19,621 - £24.646
Casual First Aid Trainer	8	

7. How do you keep your OH Records? If applicable, please outline what software you use for electronic records?

Paper filing system and electronic records (OHSSYS)

8. Do you have an Employee Assistance Programme? If so, what is provided and how much do you pay for it?

No.

9. Is counselling included in your OH service? If so, how many sessions and what is their cost?

Counselling is provided as part of the in house service.
The Counselling Service is directed by protocols. Employees can have up to 6 sessions, with a possible further 6 sessions for specific cases.

10. What your corporate budget for OH services?

£434,000 off set against external income of £156,532

11. How much do your OH service cost per employee?

£22 approx

12. If applicable (i.e. in-house, a shared service arrangement), what is the total headcount of staff (including schools, external clients) that benefit from your OH Service?

27,000 fte including external contracts

13. Please attach a template contract for the provision of OH Services to your external / internal customers.

See Master attached

In respect of Sections 3 and 5 of the document supplied, the Council is of the view that the disclosure of the requested information would be likely to prejudice the legitimate commercial interests of the Council as an organisation that provides and tenders for Occupational Health Services in a competitive market.

To explain further, Section 43 (2) of the Act is considered to be engaged, where disclosure would, or would be likely to prejudice the commercial interests of any person and this can include the Council itself in such cases.

The Council always seeks value for money and makes every effort to promote fair competition. However, the Council considers that by disclosing this information relating to its costing for services provided and performance management processes to the wider world (which is how any disclosure under the Act must be viewed), this would enable other organisations that are not able to demonstrate at least the same level of innovation and initiative, to benefit by undercutting the Council and claiming to undertake particular

activities that they are either not able to fulfill or even have no intention to fulfill on contract implementation.

In applying this exemption the Council has balanced the public interest in withholding the information against the public interest in disclosure. In the case of the above cited information, the Council considers that the public interest in withholding this information for the reasons cited outweighs the benefits of demonstrating openness and transparency of process.

Section 4 of the document relating to qualifications and experience of council officers involved in this process is also being withheld. The Council considers that this meets the definition for personal data set out in Section 1(1) of the Data Protection Act 1998 ("DPA") as:

"data which relate to a living individual who can be identified - (a) from those data, or (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual"

The Council thus considers that the requested information is caught by the exemption to disclosure contained in Section 40 (2) of the Act and the related first condition of Section 40 (3).

To explain further, a disclosure made under the provisions of the Act is judged to be a disclosure to the wider world and here the Council must consider disclosure of personal information in line with the provisions of the DPA.

In this instance it is judged that the personal information, while not naming individuals represents personally-identifiable information that in combination with other information readily-available could lead to identification and is being processed by the Council for the purposes of employment and the provision of Occupational Health Services and not for any wider disclosure purposes.

Individuals involved would also have no reasonable expectation that their details would be disclosed to the world-at-large.

Any disclosure of this information would be judged in this instance to breach DPA principles, notably the first principle – that of fair and lawful processing and the second principle-that of processing for specified and not-incompatible purposes. Personal details have thus been redacted (removed) from the document in this instance.

14. How many days of absence / FTE were lost in April 2012 - March 2013, including short- and long-term?

9.53 days lost for April to March for the Council.

5.21 days lost for short term absence and 4.23 days lost for long term absence

Please note, under the Re-Use of Public Sector Information 2005 Regulations you are free to use this information for your own use or for the purposes of news reporting. However, any other type of re-use under the Regulations, for example; publication of the information or circulation to the public, will require permission of the copyright owner and may be subject to terms and conditions. For documents where the copyright does not belong to Coventry City Council you will need to apply separately to the copyright holder.

You have a right to make representations about the outcome or handling of your request – in the first instance this must be made in writing within 40 working days of the date of this letter, to the Council's Information Governance Team at:

Council House, Room 21a
Lower Ground Floor
Earl Street, Coventry.
CV1 5RR
infogov@coventry.gov.uk

If you have done this and are still dissatisfied, the Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Yours sincerely

Jane Waterhouse
Performance & Policy Officer

Enclose: Master schedule



Service Level Agreement

Occupational Health & Counselling Service

with

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Date

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1. INTRODUCTION

1.1 PARTIES TO THIS AGREEMENT

- a) Coventry City Council; Occupational Health and Counselling Service.
- b) The Governing Body of
Main Contact (Principle)

1.2 PERIOD COVERED BY THIS AGREEMENT

From to

1.3 CONTRACT MANAGER

Occupational Health and Counselling Services Manager. Tel: 7683 3285

1.4 PURPOSE & OBJECTIVES

To support and advise head teachers and governors in meeting their statutory duty to protect the health, safety and welfare of their employees

To promote the health and well-being of staff, providing pre- and post-employment health assessments.

To offer confidential help and support to head teachers, governors and staff facing problems or crisis which could affect their work

1.5 SCOPE OF THE AGREEMENT

This Service Level Agreement will cover staff employed at

1.6 LOCATION

The Occupational Health and Counselling Service is located at Christchurch House Annexe, Greyfriars Lane. The Service operates from a self-contained unit with a dedicated reception desk; this provides total confidentiality for counselling and medical care. There is easy disabled access and facilities within the Unit for those with disability.

Facilities include individual clinical and counselling rooms, appropriately equipped relaxation and examination areas and up-to date vision screening and audiometry equipment (including computerised audiometer and Bilsom Booth).

2. SCOPE OF WORK

The Occupational Health and Counselling Services has been Accredited by the Faculty of Occupational Medicine

2.1 Occupational Health

- Provision of a medical and nursing advisory service. Advice and support will be available on work and health issues for the principle, governors and staff. Specific advice and guidance will be given where particular groups such as pregnant women, nursing mothers, disabled employees, young people and those nearing retirement are concerned.
- Health related advice to inform strategic planning: anticipating changes to the working environment and the possible impact on health.
- Health assessments and medical examinations. These are undertaken both pre-employment and where the health of an employee becomes a matter of concern, usually as a result of prolonged sick leave or frequent but relatively short periods of sickness absence. These examinations allow the occupational health practitioner to assess health issues in relation to work requirements and advise head teachers, governors and staff on reasonable adjustments and ability to undertake the activities required in the post.
- Health assessments/medical examinations in relation to redeployment or retirement due to ill health

Pre-employment: Questionnaires will be reviewed within two working days and an offer of an appointment made where required. A report will be sent to the employer within 2 working days of a health assessment.

Employee health assessments: Following both health and workplace assessments a report will be sent to the employer covering such issues as, likely return to work, underlying health problems, ongoing attendance, disability considerations, modifications and reasonable adjustments.

Case conferences can be undertaken where further advice/discussion is required to successfully manage an employee's sickness absence.

- Workplace assessments in relation to the prevention of work related ill health. Visits to the workplace and familiarisation with processes, materials and equipment used, together with an awareness of protective measures, will enable the occupational health practitioner to identify and assess hazards and risks that may affect health. An awareness of the physical and psychological problems inherent in certain jobs such as repetitive work and stress plays an important part in these assessments.
- Health surveillance and statutory medical examinations in line with legislative requirements and guidelines. Some work presents specific hazards for employees requiring periodic assessments/examinations to ensure their health is not being damaged. Certain examinations are statutory, e.g. noise at work, use of vibrating tools, fork lift truck and HGV drivers. Some are designed to meet the requirements of the COSHH Regulations, e.g. those working with respiratory sensitisers. Various screening methods are used including lung function testing, urinalysis, vision screening and audiometry.
- The Principle is responsible for the reporting of ill health conditions under the Reporting of Injury, Diseases and Dangerous Occurrences Regulations (RIDDOR). The Occupational Health and Counselling Service will provide advice and support in liaising

with the Health and Safety Executive and maintain statutory records relating to work related ill health

- Vision screening, advice and health education for employees working at DSE workstations and associated equipment.
- Biological risk audits and advise on health protection measures for academy's
- Health protection programmes. Some work activities require a programme of vaccination. This is identified through risk audits. Advice on health protection programmes for staff can be provided. Where required a programme of immunisation can be undertaken at a separate cost.
- Health education 'talks' will be available for staff to raise awareness on health issues in the work place. These can cover any health-related matter and are aimed at promoting safe work practices and preventing ill health
- Advice on the legal provision for first aid in the workplace.

2.2 Counselling Service

The Counselling Service is equipped to provide a comprehensive range of strategies to support, advise and guide the Principle, governors and staff on emotional and psychological issues impacting on the individual and the workplace. The core services offered include:

- Confidential one to one counselling is available, for employees facing problems or crisis that could affect their work, to enable individuals to examine the issues causing distress, find a way forward and develop coping strategies. In supporting employees, various therapy models are available, including person centred counselling, cognitive behavioural therapy, transactional analysis and relationship counselling.
- Advice to the Principle and governors on wellbeing practice, enabling them to support employees experiencing problems.
- Advice, guidance and support to the Principle and governors on reducing and managing stress in the workplace, aiming to avoid any major impact on health, motivation and productivity. Training and Audit are additional tools that can be accessed through the service to effectively help to address such issues at a separate cost.
- Liaison with the Principle and governors to ensure that appropriate staff support is provided at times of change and/or crisis.
- Informing the Principle and governors of situations and issues that affect their responsibilities for people or services.
- Counselling for victims of assault and violence.
- Debrief counselling and focus groups. The Service will provide group or individual debriefing, where a traumatic incident such as the suicide of a student/colleague has impacted on individuals at work

- Group, on-line, telephone and email support, including on-line Cognitive Behavioural Therapy and group relaxation for panic attacks and anxiety.
- Advice and guidance on retirement issues.

[Redacted text block containing multiple paragraphs and bulleted points, all obscured by grey bars.]

• [Redacted]

£ [redacted]

[redacted]	[redacted]

[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. DATA PROTECTION

Coventry City Council is registered with the Information Commissioner’s Office.

Occupational Health & Counselling shall ensure that its employees, agency workers engaged in its services, or sub contractors shall process the data controller’s information in line with the associated Data Processing Agreement appended to this agreement.

7. MEDICAL CONFIDENTIALITY

Medical and counselling records will be held securely within the Unit and will be stored in line with Data Protection and medical legal requirements. All employee information shall be treated as confidential by bothAcademy and the Occupational Health and Counselling Service

8. MEDICAL LIABILITY INSURANCE COVER

The Occupational Health and Counselling Service is covered under the terms of Coventry City Council’s Public Liability Policy against third party claims for personal injury or physical damage to property arising from negligence of the Council, its employees, servants or agents.

In addition, the Occupational Health and Counselling Service holds professional negligence insurance specifically to cover third party claims arising from negligent acts

or omissions from the sale or delivery of the professional services to outside organisations.

9. OTHER STANDARDS

- The Occupational Health & Counselling Service is and will continue to be registered with the Data Protection Registrar for the duration of the agreement under the appropriate categories for Data Protection and shall comply with all obligations under the Data Protection Act 1988 insofar as performance of the Service gives rise to obligations.
- Should the Occupational Health & Counselling Service become aware of or suspect any irregularity in regard to any transaction involving the Academy this information shall be immediately notified to the Academy.
- Any attempt at bribery, corruption or improper conduct which comes to the notice of the Occupational Health & Counselling Service shall be immediately notified in writing to the Academy and shall reimburse the Council for any expenses incurred in co-operating with, and providing statements or other evidence to its internal and/or external auditor's police or any other competent authority responsible for investigating any possible irregularities.
- The Occupational Health & Counselling Service shall maintain records of all work carried out for and on behalf of the academy and shall keep them in a secure and confidential manner.

10. INTELLECTUAL PROPERTY

The Occupational Health & Counselling Service shall (except as may be provided in this agreement or by law or by the consent of an employee) ensure that its employees do not divulge to any third party any information which comes into their possession in the course of providing the Service.

11. SUBJECT ACCESS REQUESTS

Should a Subject Access Request be made by an employee/former employee of the Academy to see personal information that the Occupational Health & Counselling Service holds about them, the Occupational Health & Counselling Service will be required to forward the request immediately to the Academy. The Data Processor must not deal with this request on behalf of the Data Controller.

12. DURATION OF AGREEMENT

The agreement may be terminated by either party giving to the other 6 months' notice in writing of such termination

Without prejudice to any other pre-existing rights or remedies the agreement may be terminated immediately in writing by either party if the other party is in fundamental breach of the agreement and fails to remedy such breach within 28 days of the receipt of notice

The Occupational Health & Counselling Service are not responsible for any failure to perform or for delay in performance of any obligation in this agreement if such delay is caused by Act of God, War, Strikes, lock-outs, trade disputes, accidents or other cause beyond its reasonable control and which materially affects the performance of such party.

Coventry City Council will indemnify the academy in respect of loss and damage arising from any breach of Employment Services obligations under this agreement.

Should this agreement be terminated, the Occupational Health & Counselling Service will hand over to the Academy's Occupational Health Provider, medical records relating to employees and former employees following the provision of consent as outlined in the Access to Medical Reports Act 1988. Where this involves the extracting of electronic data the Occupational Health & Counselling Service reserves the right to pass on any costs involved.

Computer and other access to information will be limited to those that need to have access to it to carry out actions and services described in this Agreement

The Occupational Health & Counselling Service will meet as requested with external statutory agencies and if appropriate internal/external auditors providing services to or with the Academy.

13. CUSTOMER DUTIES AND RESPONSIBILITIES

The Academy will be responsible for the following:

- Ensuring that information provided to the Occupational Health & Counselling Service is accurate and up to date.
- Inform the Occupational Health & Counselling Service and any relevant bodies of any changes in contact details

14. SIGNATURES

Academy

Name of contract manager:

Title:

Signature: Date:

Coventry City Council Occupational Health and Counselling Service:

Name:

Title: Occupational Health and Counselling Services Manager.

Signature:

Date:

