

Report title

---

## Occupational Health Contract

---

Report to	Date
People DB	27 October 2020
Corporate Services DB	10 November 2020
Commissioner's Board	18 November 2020
Deputy Mayor's Fire and Resilience Board	15 December 2020
London Fire Commissioner	

---

Report by	Report number
Assistant Director, People Services	LFC-0437y

---

Protective marking: **OFFICIAL - Sensitive**

Publication status: Published with redactions

If redacting, give reason: Commercial sensitivity

---

### Summary

Health Management Limited (HML) was appointed by the London Fire and Emergency Planning Authority (predecessor to the London Fire Commissioner - LFC) following a competitive tendering process, to provide occupational health services for a period of three years with effect from 1 April 2018. The initial term of the contract expires on 4 March 2021, though there is provision to extend the contract at the option of the LFC for up to a further two-year period. This report requests permission to extend the current contract for the maximum two year period, to provide sufficient time for the LFC to explore with TfL, the possibility of TfL providing an occupational health service to the LFC comparable to that currently received, and at the same or less cost compared to the current service (adjusted for inflation). It is worth noting that TfL's provision is via an in-house medical team in London, therefore discussions will be centred on LFC using this service. If TfL is unable to provide an occupational health service to the LFC at the afore mentioned cost, it is proposed that the LFC proceeds with inviting tenders from occupational health providers.

### Recommendation

That the London Fire Commissioner authorises the Assistant Director Technical and Commercial to extend the existing contract with HML for two years (from 5 March 2021 to 4 March 2023), at a total value of not more than £3,202k (adjusted for inflation), which is the current budget and would not require additional investment.

### Background

1. The LFC has a legislative duty under, inter alia, the Health and Safety at Work etc Act (1974) and the Management of Health and Safety at Work Regulations (1992) for both the physical and

psychological well-being of its employees. Serious management failures resulting in a gross breach of the duty of care can result in organisations and individuals within it being subject to prosecution. The availability of specialist occupational health advice to help inform safety critical decisions from a clinical perspective, is therefore necessary from a corporate risk perspective.

2. The Health and Safety Executive (HSE) has identified two elements to occupational health for employers to concentrate on. The first and most important element is the effect of work on employees' health and the health of others. This includes:
  - identifying what can cause or contribute to ill health in the workplace;
  - determining the action required to prevent people being made ill by work, based on a well-informed assessment of the risks;
  - introducing suitable control measures to prevent ill health and injuries from being sustained in the workplace.
3. The occupational health service provides advice regarding employee fitness for safety critical activities and identifying the causes of poor health within the workplace.
4. This service is integral to LFC's overall health and safety strategy and its Safety Management System to provide as safe a working environment as possible for all its employees and the public with whom it interacts.
5. The LFC does not possess any in-house clinical expertise to help it achieve the above and so it seeks this advice via the occupational health service.
6. Most of HML's occupational health services comprise providing routine periodic medicals and health surveillance so that the LFC complies with its legislative responsibilities under inter alia, the Management of Health and Safety at work Regulations 1999 and the Control of Asbestos Regulations 2015. Provision of physiotherapy (which forms part of the occupational health service) also enables the LFC to support employees who have sustained musculoskeletal conditions, so that they recover and return to the workplace more swiftly.
7. While HML is primarily contracted to provide advice to the LFC of the impacts of work on health and health on work, it has increasingly been used by employees to help them manage underlying and longer term medical conditions, so that they are able to continue attending work and remaining as healthy as possible. This has proven to be particularly useful and is a tangible demonstration to the LFC's workforce of its commitment to their health, safety and wellbeing.
8. Without the occupational health service, the LFC would not have means of routinely obtaining advice regarding employee fitness for role. Normally, the LFC's occupational health service would, when appropriate, seek advice from general practitioners or treating consultants on occasions when there is insufficient understanding about an employee's medical condition, severity and treatment options. However, many NHS clinical practitioners have been re-purposed in response to the coronavirus pandemic and so access to additional information is not always available and it is uncertain when it will be. Occupational health advice through HML can therefore be the only source of clinical information available to the LFC.
9. The LFC requires medical advice for other activities including the proper administration of the Firefighters Pension Schemes and the Local Government Pension Scheme, in particular the assessment of individuals' eligibility for ill-health retirement and when required, to review the

status and appropriateness of pension payments being made to existing pensioners, as required by legislation.

### **Supporting delivery of the Transformation Delivery Plan**

10. The occupational health service currently received by the LFC has played a crucial role in supporting the LFC and its employees to be the Best People and the Best Place to Work. The three yearly routine periodic medical (annually for those in particular roles) that all operational employees are required to complete to demonstrate their continued fitness to undertake what can be physically very demanding activities, has helped employees to identify individual health issues and on occasions referred employees to their GP to further investigate symptoms that if not addressed, could cause potentially serious harm. An example of this was the identification of an abnormal skin condition during a routine periodic medical that was subsequently identified as a malignant tumour. Its early identification and onward referral to oncology services resulted in the condition being cured and the employee possibly saved from experiencing a severe medical condition that could have resulted in the termination of their career and expiration of life.
11. The occupational health services have assisted with enabling the LFC to secure Excellence status in the London Healthy Workplace Charter, a key example towards the LFC's strategic pillar, 'Delivery Excellence'.
12. The occupational health service is acutely aware of its responsibility to assist the LFC in retaining the services of employees who have been diagnosed with various medical conditions, some of which might previously have resulted in the employee being ill health retired and the LFC paying the employee a pension for many years. This encourages employees to have a sense of belonging within the LFC as they are treated as individuals and bespoke effort and thought applied to how their condition and associated symptoms might be managed so that they interfere with their role as little as possible. An example of this has been to enable operational employees diagnosed with diabetes to continue driving fire appliances under blue light conditions (previously they would have been withdrawn from driving duties).
13. These advancements in the management of employees with medical conditions demonstrate to employees how much they and their skills and abilities are valued by the LFC, promoting employee engagement and commitment to the organisation. Another example of this is the annual review of employees with cardiac conditions, to detect whether any disease has advanced and increased their risk of a spontaneous cardiac event.
14. Clinicians supporting delivery of the occupational health service have utilised their contacts in the clinical world of their own accord and enabled the LFC to receive specialist consultant advice at nil cost. An example of this was the exercise conducted last year to determine if employees who had been prescribed specific blood thinning medications might be at increased risk of fatal internal bleeding if they were to sustain injury while at work. This specialist advice would not have been available to the LFC had the LFC's occupational health clinicians not utilised their relationships with clinical colleagues and persuaded them to assist the LFC in these projects.
15. HML's Chief Medical Officer provided important insight which supported the creation of the Wellbeing Strategy, a key objective within the transformation delivery plan. During consultation with the Chief Medical Officer on the Wellbeing strategy it was agreed there was a need for the LFC to support staff on lifestyle matters such as smoking, diet and alcohol consumption and cardiovascular health. The voluntary wellbeing clinics have been restructured following

feedback from employees, so that they're more focused. These will run in addition to the mandatory medical assessments.

16. Some of the initiatives described above would not have been possible were it not for the occupational health service. It has been instrumental in enabling the LFC to retain employees that would otherwise have been ill health retired at significant cost, providing a tangible demonstration of the value that the LFC assigns to having as diverse a workforce as possible.

### **Procurement process**

17. In 2017 the LFEPA undertook an open competition (OJEU Contract Notice: Provision of Occupational Health Services 2017/S 120-242887) for the contract rather than use a framework. This was due to then existing frameworks not covering the full scope of the LFC's requirements. The framework market remains unable to service our comprehensive requirements. Upon evaluation of tenders, HML was assessed to provide the best value for money of all the tenders submitted and was awarded the contract on this basis.
18. HML's contract performance has and continues to be at a very high level, achieving 97.35% of key performance indicators during financial year and the contract continues to meet the LFC's requirements.
19. The initial contract term is due to expire on 04 March 2021, but the contract has provision to be extended by up to a further 24 months at the LFC's discretion. It is proposed to extend for twenty-four months to ensure continuity and to allow time to investigate the possibility of collaborating with TFL's in-house Occupational Health Provision in 2023.
20. Procurement confirm that the proposed twenty-four month's extension is in accordance with the terms of the contract and in compliance with the Public Contracts Regulations 2015.

### **Current occupational health service arrangements**

21. As noted in the report summary, the current contract for occupational health services is with HML, which provides its service via its facility at 115 Southwark Bridge Road, approximately five minutes' walk from the LFC's headquarters. Its central location and close proximity of good transport links enables it to be accessible to the vast majority of employees irrespective of where they live.
22. The initial contract between the LFC and HML delivered a number of significant savings as bulk volume activities associated with administration of the contract were electronically enabled, including the referral of staff to the OH service and the receipt of medical outcome reports. These tasks are now undertaken via a bespoke application developed by an external third-party provider for the LFC, which can be connected to the ICT infrastructure of any future OH provider, subject to their agreement.
23. While much of the contract has already been electronically-enabled (such as the automated transmission of medical outcome reports direct to managers) to reduce costs as much as possible, the service is subject to regular review by People Services and the provider to identify whether the delivery model can be modified to reduce costs further, so that it makes best use of public money while at the same time provides the advice and support required by the LFC.

24. The contract includes provision of pre-employment screening, medical examinations / fitness for work assessments, routine periodic medicals, well-person screenings, physiotherapy, post-incident screening and workplace assessments. In excess of 8,300 appointments were provided by the current provider during financial year 2019/20.
25. During the life of the contract the current occupational health provider has been at the forefront of the following initiatives:
- Initiating discussions with the Royal Brompton Hospital which has secured funding for a study into any long-term respiratory effects that might be experienced by operational employees who participated in the Grenfell Tower response.
  - Developing an enhanced routine periodic medical for real fire trainers and other specialist operational employees who are more regularly exposed to extreme temperatures while fulfilling their role and so possibly predisposing them to health risks including blood clotting disorders and cardiovascular disease.
  - Provided risk assessments for employees with particular medical conditions (diabetes, monocular vision, those prescribed anti-coagulant medication), enabling the LFC to retain a number of employees who might otherwise have been declared permanently unfit for their role and retired on ill health grounds, resulting in the LFC incurring significant additional expenditure in the form of ill health pension payments.
  - Abilities of employees with cardiovascular disease to continue operational activities
  - Research and evidence gathering that has enabled the LFC to allow operational firefighters who are Type 2 diabetic are able to drive appliances under blue light conditions
  - Assisted the LFC in developing a number of initiatives such as the Functional Hearing Test, which the LFC has marketed and sold to numerous LFCs across the UK, generating much needed income.
  - Submitting a persuasive business case for introducing a functional restoration programme, a programme designed for employees with more chronic musculoskeletal conditions to help them recover and return to their contractual role and this has been particularly effective in supporting employees back to work. The function restoration programme has performed very well, and reviews of its effectiveness have proved its value to the LFC by reducing sickness absence post participation in the course. It also received recognition nationally and several other emergency services providers have approached London Fire LFC for details of how it works and its benefits.
  - The Occupational Health Service has also advised on operational initiatives such as contributing to the creation of a health risk questionnaire if a member of the public might need use of a firefighter's breathing apparatus
26. The current occupational health contract requirements reflect decisions made in the past to focus on initiatives that will reduce sickness absence and provide for the ongoing availability of occupational physician advice but with reduced wellbeing provision (such as well person screenings).

27. Physician advice continues to be required both on case management matters and on more complex issues such as providing asbestos surveillance medicals as required by the Control of Asbestos at Work Regulations 2012. It also provides advice to management on an increasing number of operational staff with long term medical conditions and who require more bespoke health/condition management.

## **Coronavirus Pandemic**

28. The Coronavirus Pandemic has brought into sharp relief, the support the occupational health service provides to the LFC. To support the LFC 's support of partner emergency agencies, HML swiftly arranged for volunteer participants to receive Hepatitis B serology and vaccination services at a financially competitive cost compared to what is available in the wider market.
29. It has also helped the LFC to identify the risk profile of those employees who have been defined by Public Health England as being vulnerable or extremely vulnerable to a severe reaction if they were to contract the virus, and where possible , assist those employees back into the workplace. The risk assessment (completed via a health questionnaire) considered a person's ethnicity, gender, age and any underlying medical conditions, has enabled the LFC to identify what control measures might be appropriate for those employees while they fulfil their LFC roles/responsibilities in the workplace.
30. The global pandemic's impact upon world financial systems continues to evolve but the effects upon the LFC's financial position is well understood. While the existing occupational health contract expires on 4 March 2021, discussions have already commenced on how the cost of the occupational health service to the LFC might be reduced in the interim, without impacting the support that it provides to the LFC to help it fulfil both its legislative responsibilities and contribute towards successful delivery of Transformation Delivery Plan.

## **Shared services**

31. In advance of the current occupational health service contract expiring, other GLA family members have been contacted and asked if they might be interested in entering into a shared occupational health service arrangement with the London Fire Commissioner, thereby reducing costs and providing greater value for money to London's taxpayers.
32. The following organisations have been contacted to explore the possibility of collaboration in the future:
- TfL, who have an internal occupational health service and so details of the LFC's occupational health needs have been forwarded to TfL for them to review and advise if they might be able to offer an occupational health service to the London Fire Commissioner, and if so, at what cost. It is worth noting that any transition would involve extensive and potential lengthy mobilisation period. This exercise has not yet been reached.
  - Metropolitan Police Service (MPS), who has an agreement in place via the OJEU Light Touch Regime, as provided for under Regulations 74-77 of the Public Contract Regulations 2015. MPS confirmed that the agreement is exclusive to them, therefore the LFC cannot compliantly use this route to market.

33. While not a GLA family member, the London Ambulance Service (LAS) has contacted the LFC to ask if it might be interested in collaborating in a joint tendering exercise to procure an occupational health service for both organisations. The LAS is currently in a contract with an external provider until June 2021 but is agreeable to further informal discussions to determine if entering into such an agreement might be possible in the future.
34. Although the LAS is interested in exploring a shared occupational health services arrangement, the current significant demand upon GLA budgets is such that the most beneficial shared services arrangement for GLA family budgets would be for TfL to provide an occupational health service to the LFC, resulting in the cost of the occupational health service being paid to another GLA family member and the funds remaining within the GLA family. This collegiate approach of two GLA family members working closely together would demonstrate the most effective use of public funds. This would be explored in the first instance to determine if TfL is able to deliver the service more cost effectively than alternative providers.
35. TfL has advised that it is interested in entering into a shared occupational health services arrangement but is currently 'bedding in' new software and so would not be in a position to enter into any arrangement in March 2021 but did advise that it hoped to be able to do so in September 2021.
36. As only minor changes have been applied to the current occupational health contract with HML since the contract commenced in April 2018, the most effective way of TfL determining whether it can fulfil the LFC's requirements is for it to review the invitation to tender (ITT) document that was circulated to prospective providers during the last tendering exercise and advise if they can provide the required services. The ITT has been forwarded to TfL for it to review and advise if it can provide the required service. A decision from TfL as to whether it can provide the occupational health service required by the LFC is awaited.
37. Consideration was given to extending the existing occupational health services contract for only one year (to 4 March 2022) so that it might be possible to enter into a shared occupational health service with effect from 5 March 2022 however, the London Fire Commissioner's Information and Communication Technology Team has advised that this would provide insufficient time for TfL to review and understand the LFC's OH specification, review its systems and their respective interfaces with the current OH provider's systems and then time to develop appropriate replacement interfaces in order to communicate and transfer specific OH data etc. It further advised that a minimum two-year lead time is appropriate for a project of this size as an estimate.
38. The LFC is entitled to extend the contract for a period of less than two years however, as advised in paragraph 37 above, this would provide insufficient time for the necessary information and communication technology links to be installed within the new provider's IT infrastructure.
39. Extending the current occupational health contract for two years provides the minimum time required for the LFC and TfL to explore the possibility of entering into a shared service, and if feasible, installing and testing the necessary information and communication technologies so that the two organisations can interface and transmit data back and forth as currently occurs, without disrupting the occupational health service currently received by the LFC.
40. Terminating the existing occupational health contract at the end of its core duration of 3 years (i.e. at 4 March 2021) would provide insufficient time for the LFC to enter into an arrangement for the provision of an occupational health service beyond this date, significantly disrupting its ability to verify the fitness of its employees to undertake safety critical activities. Similarly, any

decision to extend the existing occupational health contract for less than two years very likely provides insufficient time for the LFC and TfL to both arrive at a mutually acceptable agreement regarding the specification of the occupational health service to be provide to the LFC and adapt both organisation's respective information and communication technologies infrastructures so that administration of the occupational health service can be resourced by the LFC at current levels. If the necessary technology interfaces could not be implemented, TfL could still provide the LFC with an occupational health service but a number of the activities that are e-enabled (such as the automated referral of employees to the occupational health service and the automated transmission of medical outcome reports without manual intervention would not be possible and so these activities would need to be undertake manually, significantly increasing the number of employees required by the LFC to administer the service.

## Financial matters

41. The core occupational health contract value is £1,475K per annum however, the provider also provides a number of required pay as you go services, so that the LFC can fulfil responsibilities conferred upon it by the Local Government Pension Scheme and the Firefighter Pension Schemes and purchase certain consumables used by the provider when providing particular services. The current budget is £1,556k but is in the process of being reduced as part of the budgetary savings exercise. The revenue budget for this service in 2020/21 is £1,556k, with a proposed saving of £30k in 2021/22 and an inflationary increase of £49k in the same year which will increase the budget to £1,575k and £52k inflationary increase in financial year 2022/23. As a result, if the extension is agreed up to the proposed value this cost will be contained within the planned revenue budget for 2021/22 and 2022/23.
42. The contract provides for the provider applying for the value of the contract being increased on each anniversary of the contract's commencement by an amount equivalent to the Average Weekly Earnings – Total Pay, Seasonally Adjusted – Whole Economy (ONS Identifier KAC2) (but it cannot apply for more than one increase in the value of the contract in any twelve-month period). It is therefore necessary for the budget to contain sufficient provision to fund any increase in the value of the contract in this regard. It should be noted that **HML has not applied for a contract price increase since contract commencement and any extension will be based on the original contract pricing which was evaluated to be value for money in the original tender process.**
43. HML has confirmed that it will agree to a contract extension of 24 months, once the LFC applies for it following approval of this report. If such approval is given and the contract extended, the extended contract will expire 4 March 2023.
44. Reviewing the wider marketplace, Procurement have identified 2 framework contracts that the LFC can compliantly access, though it should be borne in mind that these framework contracts are structured to provide services to non- specialist occupations and not focused upon safety critical occupations such as firefighting so neither offer the full scope of services required by the LFC as complexity of our requirement precludes joining existing frameworks. They are as follows:
  - Crown Commercial Services Framework RM3795
  - ESPO framework contract Framework 985
45. Both these frameworks are essentially generic with the scope of each not able to service LFC requirements. A price comparison exercise has been conducted for the products that can be serviced by



the frameworks which accounts for approximately one third of the contract pricing structure. Where Procurement were able to benchmark non-specialist Occupational Health Requirements, the LFC contract rates are better value than the published Framework Rates, although it is not possible to conduct an entire like for like comparison due to the framework scope not extending to the LFC's requirements and therefore those elements are not priced.

46. Below is the calculation demonstrating the savings when measured against market rates;

<b>Benchmarking comparisons of HML versus Market Pricing</b>	<b>LFC Contract Pricing</b>	<b>HML Framework Pricing</b>	<b>Saving</b>
Where LFC can compare on a like for like basis, i.e., Non Specialist requirements	£443,382	£546,815	-£103,432

47. The above confirms that more value for money is derived by extending the existing contract compared to re-tendering for a new provider. This extension will also allow the LFC to explore shared services opportunities within the GLA for future provision.

48. It should also be noted that the framework contracts do not comprise the following services, which are an integral part of the existing occupational health contract;

- Routine Periodic Medicals
- Functional Rehabilitation Programme
- Health Surveillance for Operational staff
- A dedicated, specialist delivery team with knowledge of the unique requirements and specific nuances of blue light services.
- Bespoke Covid-19 consultancy advice (which has been extensively used during the pandemic).

49. Furthermore, utilising a framework contract would not likely be able to deliver the following benefits currently received by the LFC via the existing contract;

- A dedicated clinical delivery team who have flexed significantly during Covid-19 to undertake paper and telephone screening of specific populations – this would be chargeable on a per employee basis under CCS.
- A dedicated Administration Team Leader and Account Director.
- A dedicated centrally located clinic facility with good transport links and in close proximity to LFC headquarters
- A dedicated Consultant OH Physician working on the contract full time to provide both assessments and a wide range of clinical advice and expertise specific to Fire and Rescue services.

- Dedicated physiotherapy clinics onsite and a functional rehabilitation programme delivered from Paddington fire station for LFC employees who have chronic musculo-skeletal issues that can't be resolved via standard physiotherapy consultations with eight, six-week programmes onsite included.
- Bespoke Covid-19 consultancy advice (which has been extensively used during the pandemic).
- Bespoke service level agreement (e.g. additional charges are not incurred by LFB for missed appointments, but are chargeable under CCS standard pricing)
- Bespoke performance reporting is provided using both LFC and Health Management data, such as the biometric database and a client specific Power BI dashboard, currently being developed with LFC without additional charge.
- Separate charges would be levied under the CCS framework for the bespoke consultancy and support provided. For example, HML has provided the LFC with access to expert resource within the MAXIMUS parent company (e.g. Mental Health Director to work in conjunction with LFC's counselling and trauma service; Covid-19 consultancy; and bespoke questionnaires have been created for use by the LFC.
- HML provides a bespoke version of its online portal which links with LFC systems as provided for in the contract. This is not available under the CCS Framework.
- The contract includes an online wellbeing portal which is currently being upgraded without charge to the LFC. This would be chargeable under CCS.
- The LFC has made significant achievements supported by HML. For example, creation of a programme that provides for firefighters returning to full duties following hip arthroplasty (replacement) surgery (where there are no contra-indications to this);
- Supporting the LFC research programme with the Brompton Hospital into any long-term respiratory effects arising from operational employees' involvement in the Grenfell Tower response. This would not have been available via a framework contract
- Several services currently received by the LFC from HML would be subject to additional costs if received via the CCS framework contract.

50. During the past twelve months HML has performed well against its key performance indicators and the quality of service delivered is reflective of the extensive knowledge it has accrued during the life of the contract of how the LFC functions and the advice it requires.
51. The current contract was competitively tendered in accordance with the Public Contracts Regulations 2015 for and so it demonstrates good value for money.
52. The contract extension is being proposed as the provider continues to perform well but provides opportunity to explore collaboration opportunities with other GLA family members.

53. As a consequence of change of provider, irrespective of the move to a shared Service or the re-tendering as mentioned in the report summary there will be a cost associated with the adaptation or redevelopment of the integration services provided by ICT and a financial provision will need to be made to accommodate these. At this stage it is not possible to provide a definitive figure but an estimate of **£100,000** would be prudent to cover the range of services currently provided. If these works are required, funding for this will be identified at that point and before any works are undertaken.

### **Foreseeable risks**

54. If the LFC does not possess access to occupational health services beyond 4 March 2021, it will be unable to obtain information regarding the fitness or to adequately monitor the health of employees (particularly those involved in safety critical activities), as required by the Health and Safety at Work Act 1974. It will also be unable to fulfil its legal duties under specific Regulations, such as the Control of Asbestos Regulations 2012, which confers a responsibility upon employers to ensure firefighters are placed under 'statutory medical surveillance' by an 'appointed doctor' (an appointed doctor is a registered medical practitioner appointed by the Health and Safety Executive (HSE) to undertake statutory medical surveillance).

### **Finance comments**

55. This report recommends that the Occupational Health Contract is extended for two years at a total value of not more than £3,202k. The revenue budget for this service in 2020/21 is £1,556k, with a proposed saving of £30k in 2021/22 and an inflationary increase of £49k in the same year which will increase the budget to £1,575k. The revenue budget for this service in 2020/21 is £1,556k, with a proposed saving of £30k in 2021/22 and an inflationary increase of £49k in the same year which will increase the budget to £1,575k and £52k inflationary increase in financial year 2022/23. As a result, if the extension is agreed up to the proposed value this cost will be contained within the planned revenue budget for 2021/22 and 2022/23.

### **Workforce comments**

56. This report concerns the provision of the LFC's occupational health services which forms an important element of the LFC's Wellbeing Strategy for the workforce.
57. The recommendations within this report do not require formal staff side consultation, however staff side will be kept updated regarding future occupational health provision from 2021 onwards.

### **Legal comments**

58. Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "Commissioner") is established as a corporation sole with the Mayor appointing the occupant of that office. Under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the Commissioner specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
59. The Commissioner must also comply with the requirements of the Health and Safety at Work etc. Act 1974 (the "1974 Act"). Section 2 of the 1974 Act imposes a general duty on the employer to 'ensure, so as is reasonably practicable, the health, safety and welfare at work of all of his employees.'

60. This general duty extends (amongst other things) to the plan and systems of work, the provision of information, instruction, training and supervision and to the provision and maintenance of a working environment that is, so far as reasonably practicable, without risks to health and adequate as regards facilities and arrangements for welfare at work.
61. The provision of an occupational health provider as described in this report contributes to the Commissioner's compliance with its duties under the 1974 Act and the subordinate legislation made under that Act.
62. The extension of the contract will be in accordance with the terms of the contract and in compliance with the Public Contracts Regulations 2015.

### **Sustainability implications**

63. The current occupational health services provider confirms compliance with its responsibility to appoint one apprentice to the LFC's occupational health service contract and once the apprenticeship has been completed it will seek to appoint another. Health Management has a Quality and Environmental Policy which includes the following objectives;
  - **Reduce** – Our impact on the environment
  - **Reuse** – With lifecycle in mind, reuse stationery and IT equipment
  - **Recycle** – Reduce general waste and increase recycling where possible
64. The Covid-19 pandemic has brought about a step change in how some elements of the occupational health service is delivered; several services where possible have been delivered remotely, removing the need for employees to travel to/from appointments and thereby reducing carbon emissions and improving air quality. While the delivery model was altered because of the pandemic, work is being undertaken to explore if and how particular appointments can be routinely conducted remotely, where considered appropriate.
65. It has also released a newer version of its online portal and with it the replacement of paper forms for new non-operational employee health questionnaires with an online format, thereby reducing paper consumption. It is also planning to adopt more paperless methods of working.

### **Equalities implications**

66. The London Fire Commissioner and decision takers are required to have due regard to the Public Sector Equality Duty (s149 of the Equality Act 2010) when exercising our functions and taking decisions.
67. It is important to note that consideration of the Public Sector Equality Duty is not a one-off task. The duty must be fulfilled before taking a decision, at the time of taking a decision, and after the decision has been taken.
68. The protected characteristics are: Age, Disability, Gender reassignment, Pregnancy and maternity, Marriage and civil partnership (but only in respect of the requirements to have due regard to the need to eliminate discrimination), Race (ethnic or national origins, colour or nationality), Religion or belief (including lack of belief), Sex, and Sexual orientation.
69. The Public Sector Equality Duty requires us, in the exercise of all LFC functions (i.e. everything the LFC does), to have due regard to the need to:

- a) Eliminate discrimination, harassment and victimisation and other prohibited conduct.
  - b) Advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.
  - c) Foster good relations between people who share a relevant protected characteristic and persons who do not share it.
70. Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic;
  - b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
  - c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
71. The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.
72. Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to;
- a) tackle prejudice, and
  - b) promote understanding
73. In consultation with the Inclusion Team, an Equality Impact Assessment on the proposal to extend the existing occupational health contract was undertaken in July 2020. There are a number of gaps in evidence collection which currently prevent the full equality impact being able to be accurately assessed, resulting from the lack of data collected by the existing provider on ethnicity, disability, gender and age.
74. A request for HML data uncovered the following gaps in data collection regarding equalities and inclusion:
- there is no current understanding of health inequalities e.g. the number of BAME or disabled staff accessing occupational health services compared to white / non-disabled staff;
  - there is no current analysis of complaints or feedback by equality group (the number of complaints about the current provider relating to discrimination or another inclusion-related issue is not currently monitored formally);
  - there is no current monitoring of the level of inclusion-related training provided to HML staff working directly with the LFC's staff, for example on health inequalities faced by different

groups, language and non-discrimination, or specific sensitive topics such as the medical needs of transgender staff.

75. The Inclusion Team has proposed that the equality impact assessment is shared with the contract manager for the current provider, and that the above gaps are actioned as a result in order to more accurately assess the impact on equality groups resulting from the contract extension.
76. It should be noted that in July 2020 the LFC's new inclusion strategy launched (the 'Togetherness Strategy') which underpins the Transformation Delivery Plan as a key enabler. The new strategy proposes a large number of actions relating to improving outcomes for underrepresented and minority groups across the LFC, so despite the data gap in HML's data, there is a strategy in place to address inequalities including those relating to health and wellbeing.

### List of Appendices

Appendix	Title	Protective Marking
1.	None	