

Scoping and Specification

Tender No: 3172109

Contract Title: Optometry Services for NIP Population

Contract Period 3 years with options to extend for 2 further periods of 12 months

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1. Introduction

This procurement process will lead to the award of a Contract for the provision of an Optometry Service to meet the requirements of the Client (Health and Social Care Board. HSCB).

The tender process will be undertaken by the Authority (Business Services Organisation, Procurement and Logistics Service, BSO PaLS) on behalf of the Client. This document is designed to assist you with the completion of your tender response.

The HSC Commissioning Plan (Section 5) outlines the commissioning intentions and strategic priorities for prison health care.

2. Aim & Objectives

To provide prisoners across Northern Ireland Prison (NIP) sites with access to the quality optometric services comparable to services provided within the community (primary care), within the confines of a secure setting.

To provide an accessible, equitable, quality and safe Optometry service within NIP Population, with particular focus on those most in need.

To implement appropriate governance and assurance processes for the Optometry service within NIP sites.

To ensure an integrated approach in respect of the Optometry Service within the overall health care service provision within the NIP sites to deliver an integrated service where all providers work together as a team to deliver patient-centred care and promote and nurture quality improvement in the service.

Prison Sites covered under this Contract are:

<u>Lot 1</u>	Maghaberry Prison, Old Road, Lisburn BT28 2PT Hydebank Prison, Hydebank Wood, Hospital Road, Belfast, BT8 8NA
<u>Lot 2</u>	<u>Magilligan Prison</u> , Point Road, Limavady, BT49 0LR

3. Initial Contract Period

The initial Contract period will be for 3 years from the date as stated on the Contract Award letter with option to extend for up to and including 24 months

4. Operational Requirements of this Optometry Service

Following entry to any one of the prison sites the prisoner will be assessed in respect of their health status. All people in prison are able to access optometry services as follows: **Routine Appointment** (within 10 working days) Persons may require routine care if they are due their 'routine' eye examination or have not had an optometric eye examination previously. Scheduling of appointments will take this information in to account and eye examinations will be arranged as required. Recall eye examinations will be arranged as required. Please refer to document (attached) MOS/275 for further information.



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PDFXML Document

Urgent* Appointment (within 3 working days): A person may be scheduled for an urgent appointment if

- i. the person has glasses that are missing and are deemed to be required urgently
- ii. the person has unexplained headaches which might indicate an ophthalmic cause, following assessment by the Healthcare professional.
- iii. following urgent referral from a Healthcare professional.

**Urgent cases must be accommodated alongside routine cases but should not elongate the waiting lists or move clients down the waiting lists.*

Length of appointments will be tailored to meet the clinical needs of the person however appointments are expected to be at least 25 minutes. Spectacle dispensing and fitting will be undertaken within each allocated appointment time.

Appointments should commence within 15 minutes of the scheduled appointment time, unless there are exceptional circumstances. Where there are exceptional circumstances the person will be advised of this as soon as



possible along with the reason for the delay and is offered an alternative appointment where appropriate.

Breakage or Loss of spectacles:

Where breakage or loss of spectacles has occurred arrangements will be in place to manage timely repair or replacement of spectacles. The contractor will engage with the appropriate NI Prison service staff to determine the nature of the breakage of spectacles or when/how the loss occurred. Funding of the repair/replacement will be managed in line with existing HSC discretionary guidance and protocols for the repair/replacement of spectacles for adults.

Days and Hours of Service:

- a. The days and hours of the service will be agreed with the Northern Ireland Prison Service and the requirements of the specific prison site(s) and will provide suitable access to prisoners comparable to that in the community (primary care)
- b. Each session will include administration time

5. Optometry Services Required

- a. Optometric assessment to include the assessment of; refractive, oculo-motor and ocular health and the provision of all clinical tests to enable and support this assessment (extending to any additional and supplementary tests as clinically indicated)
- b. Detection and diagnosis of ocular disease and any subsequent clinically indicated referral. Optometrist(s) providing the service will have access to the Northern Ireland Electronic Care Record (NIECR) and Clinical Communications Gateway (CCG) if available
- c. Checking for signs and symptoms of general health conditions.
- d. Prescription, supply and fitting of spectacles, including minor adjustments and repairs.
- e. Choice of 10 standard frames male and 10 standard frames female as a minimum must be available
- f. Provision of advice as appropriate.
- g. Appropriate referral pathways to medical and other health care professionals as necessary (primary and secondary care as indicated)
- h. Promotion of public health and ophthalmic public health messages including prevention and early detection information.
- i. Continuity of care arrangements as may be required.
- j. Optometrist(s) to agree with prison medical staff in respect of prescribing to ensure safe and continuous access to ophthalmic



Procurement and Logistics Service

(or other) medications that reflect local, regional and national policy.

- k. Management of waiting times to ensure they are kept to a minimum through proactive management of demand and capacity, and implementation of a flexible reactive appointment system that is responsive to need, but within the confines of the regime day.
- l. Monitoring of CNA (could not attend) and DNA (did not attend) rates.
- m. Entry of all clinical and any other information in relation to services provided into the patient management system used by health care professionals in the NIP sites.
- n. Provision of Ophthalmic equipment as per clause 9 in the Commercial Conditions of Contract SS17ac.

6. Exclusions to the Services Required

The following are not included within the service specification

- a. Any specific or individual requests for frames outside of the range offered varifocals, tinted (unless clinically necessary) or photochromic lenses, contact lens and low vision aids.
- b. Two pairs of the same spectacles. No person is automatically entitled to a spare pair of glasses of the same prescription. Exceptionally it may be clinically necessary to provide a prescription for a spare pair. Each case should be judged on its merits by the Optometrist(s). It should be made clear to patients that this is not an automatic entitlement each time a new prescription is issued.
- c. Persons who routinely lose or damage their glasses must be advised that no more than 2 pairs of glasses will be provided within a rolling 6 month period unless it is clear that the damage/loss is not the responsibility of the person. Any additional glasses required must be funded by the person.
- d. Low/small prescriptions - It is not expected that persons who are virtually ametropic, with good unaided vision and no distinctive symptoms, will be prescribed spectacles without clear evidence for their need, as recorded in the clinical notes.
- e. If a person wishes to obtain private optometric treatment, this can be facilitated between the Optometrist(s), SET and the Prison Service. Any private work must occur outside of the contracted service and the patient must bear all costs for treatment including security procedures to be implemented. This will include therefore costs of escort and travel arrangements if for example the prisoner would have to travel to a



private practice, albeit that they may not necessarily be granted permission to do so

- f. Specialist ophthalmic treatment and ophthalmic surgery
- g. Treatment of staff and visitors
- h. Sight-threatening emergency ophthalmic treatment will be provided through referral of the patient to the nearest Eye Casualty or Accident and Emergency Department

7. Standards & Guidance, Quality & Probity Assurance & Service Governance

7.1 Relevant Standards and Guidance

The Client has provided the list below of the current statutory requirements, regulations and standards which they believe may apply to the requirements of this contract. The Contractor must ensure that all activity complies with all relevant current statutory requirements, regulations and standards listed and any amendments made thereto;

General Optical Council Standards of Practice

College of Optometrists Guidance for Professional Practice

College of Optometrists Clinical Management Guidelines

BS EN ISO 21987:2017 – Ophthalmic Optics. Mounted Spectacle Lenses

BS 2738-3:2004+A1:2008 – Spectacle Lenses. Specification for the presentation of prescriptions and prescription orders for ophthalmic lenses

BS EN ISO 10322-1:2016 – Ophthalmic optics. Semi-finished spectacle lens blanks. Specifications for single – vision and multifocal lens blanks.

BS EN ISO 10322-2:2016 – Ophthalmic optics. Semi-finished spectacle lens blanks. Specifications for progressive power lens blanks.

BS EN ISO 8980-1:2017 – Ophthalmic optics. Uncut finished spectacle lenses. Specifications for single-vision and multifocal lenses.

BS EN ISO 8980-2:2017 - Ophthalmic optics. Uncut finished spectacle lenses. Specifications for power variation lenses.

BS EN ISO 8980-3:2013 - Ophthalmic optics. Uncut finished spectacle lenses. Transmittance specifications and test methods

BS EN ISO 8980-4:2006 - Ophthalmic optics. Uncut finished spectacle lenses. Specifications and test methods for anti-reflective coatings (NB for manufacturers)

BS EN ISO 8980-5:2005 - Ophthalmic optics. Uncut finished spectacle lenses. Minimum requirements for spectacle lens surfaces claimed to be abrasion resistant (NB for manufacturers)

BS EN ISO 14889:2013 - Ophthalmic optics. Spectacle lenses. Fundamental requirements for uncut finished lenses.

BS EN ISO 8624:2011 +A.1:2015 - Ophthalmic optics. Spectacle frames. Measuring system and terminology.

- Statutory Rules and NI Prison Service Standing Orders as set down by the NI Prison Service
- NICE (Glaucoma guideline, Cataract guideline, Quality Standards)
- HSC Complaints – <https://www.health-ni.gov.uk/sites/default/files/publications/health/Guidance%20in%20Relation%20to%20the%20HSC%20Complaints%20Procedure%20-%20April%202019.pdf>
- HSC Serious Adverse Incident/Adverse Incidents – [www.hscbusiness.hscni.net](http://www.hscbusiness.hscni.net/pdf/20160816_U_DOIC_AI_SAI_Reference_Guide_CL_Final.pdf)
http://www.hscbusiness.hscni.net/pdf/20160816_U_DOIC_AI_SAI_Reference_Guide_CL_Final.pdf

7.2 Quality Assurance

The following processes will be required and implemented by the Contractor to support the quality assurance of the Prison Healthcare Optometry Service and supporting processes and protocols will be in place to manage and facilitate:

- Clinical Audit (clinical outcomes and referrals)
- Prescribing ratios are expected to be in line with NI average for Ophthalmic Contractors. Access to evidence to support the need for and volume of spectacle prescribing must be available
- Recording and Monitoring of Complaints
- Recording and Monitoring of Serious Adverse Incident/Adverse Incidents



- Verification and assurance of service provision
- User experience survey and feedback from persons accessing the service
- Staff appraisal and feedback for all staff involved in the service
- Service audit (activity, accessibility, prescribing outcomes)
- Opportunities for Quality Improvement and integration with initiatives to support this.
- An operational Patient Management System to manage ongoing access to patient information when off-site and for the purposes of audit and assurance.

7.3 Professional Governance

It is a requirement that the Contractor(s) and where applicable individual staff involved in delivery of this service:

- a. Have appropriate professional registration (General Optical Council), are a member of an appropriate professional body and operate within their professional body's standards, regulations and codes of conduct
- b. Have current and valid Enhanced Check AccessNI certificate(s) upon award of contract
- c. Have professional indemnity insurance
- d. Can demonstrate continued professional development
- e. Hold ophthalmic listing as a Contractor (provider) of primary eye care services. If the Contractor is not already a listed contractor they will need to apply for ophthalmic listing via the Business Services Organisation.
- f. Have, and are able to maintain, appropriate security clearance to enable them to work within the prison.
- g. Upon contract award participate in security and personal safety training as required and thereafter regularly updates their knowledge in relation to security and personal safety requirements as provided by NIPS
- h. Can ensure effective professional working relations to support liaisons with health care staff and others as appropriate
- i. Is trained in the use of the NIECR and the CCG [if trained in accessing] and onward referral to secondary care as appropriate. (Upon award agree to complete training)

8. Payments for this Service

The remuneration for this service is modelled on a fee structure of General Ophthalmic Services, as is provided to eligible persons by primary care ophthalmic contractors. The prison optometry service remuneration includes payment for domiciliary eye examinations aligned to the current Regulations and the Regulations for provision of spectacles as may be required. Persons who access the care in the prison, may or may not, pay additional costs for



their appliances depending on the appliance (frame) selected. Further detail is provided in the Pricing Schedule document SS19A.

9. Quantities/Estimated Usage

The quantities, which it is anticipated will be required under this Contract, are set out in the Commercial Response. This information is given for the guidance of the Contractor and is not deemed to be a condition of Contract or a guarantee of minimum demand or uptake. No compensation will be payable to a Contractor should the actual demand be less than that stated.

10. Contract Management

As part of the Contract management the Contractor(s) will be invited to attend regular Contract review meetings with the Authority and possibly the Client where performance and all other issues pertaining to the Contract will be discussed. The Management Information provided will also be discussed. The frequency of these meetings will be advised following award.

11. Management Information

The Contractor may be required to submit Management Information (MI). The range of MI required, its frequency and timescales for submission will be agreed with the Contractor.

12. Potential Additional Services

There may be potential to deliver additional optometry enhanced or supplementary services during the contract period. These services may include glaucoma care pathway, acute eyecare pathway and any other services deemed relevant to the needs of persons accessing the Optometry prison service. These services will be provided in line with agreed HSC fees.

SCHEDULE 5 - SECURITY SCHEDULE

- The Contractor shall not delete or remove any proprietary notices contained within or relating to the Client Data.
- The Contractor shall not store, copy, disclose, or use the Client Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Client.
- To the extent that Client Data is held and/or processed by the Contractor, the Contractor shall supply that Client Data to the Client as requested by the Client.
- The Contractor shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.
- The Contractor shall perform secure back-ups of all Client Data and shall ensure that up-to-date backups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Contractor shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at no less than 3 monthly intervals.
- The Contractor shall ensure that any system on which the Contractor holds any Client Data, including back-up data, is a secure system that complies with the Client's Security Policy.

If the Client Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Client may:

- a. require the Contractor (at the Contractor's expense) to restore or procure the restoration of Client Data and the Contractor shall do so as soon as practicable but not later than 3 months; and/or
- b. itself restore or procure the restoration of Client Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so to the extent and in accordance with the requirements.

If at any time the Contractor suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Client immediately and inform the Client of the remedial action the Contractor proposes to take.

With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Joint Data Controller and that the Contractor is the Joint Data Controller and Data Processor.

The Contractor shall:

- a. Process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Contractor during the Contract Period);
- b. Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- c. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- d. take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- e. obtain prior written consent from the Client in order to transfer the Personal Data to any sub-contractors or Affiliates for the provision of the Services;
- f. ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
- g. ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;
- h. notify the Client (within 2 Working Days) if it receives:
 - i. a request from a Data Subject to have access to that person's Personal Data; or
 - j. a complaint or request relating to the Client's obligations under the GDPR;



- k. provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
 - l. providing the Client with full details of the complaint or request;
 - m. complying with a data access request within the relevant timescales set out in the GDPR and in accordance with the Client's instructions;
 - n. providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
 - o. providing the Client with any information requested by the Client;

permit the Client or its authorised representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 28.0 (Audit) in the Public Sector Standard Conditions of Contract, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Client); and

Not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:

- a. the obligations of a Data Controller under GDPR by providing an adequate level of protection to any Personal Data that is transferred; and
- b. any reasonable instructions notified to it by the Client.

The Contractor shall comply at all times with the GDPR and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the GDPR.

The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.

The Client shall notify the Contractor of any changes or proposed changes to the Security Policy.

If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Variation in accordance with clause 11 of the Public Sector Standard Conditions of Contract. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.

Malicious Software

The Contractor shall, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions available.

Malicious Software from the ICT Environment.

If Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

Any cost arising out of the actions of the parties taken in compliance with these provisions shall be borne by the parties as follows:

- i. by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Client Data (whilst the Client Data was under the control of the Contractor); and
- ii. by the Client if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Client).



SCHEDULE 6 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Contract Number: 3172109
Contract Title: Optometry Service for the NIP Population
Contract Period: 3 years with options to extend for 2 further periods of 12 months

DATA PROTECTION SCHEDULE

Processing, Personal Data and Data Subjects

1. The Contractor shall comply with any further written instructions with respect to processing by the Client.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Client and Contractor	<i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Joint/Controller/Processor in accordance with Clause 24.1 in the Services Conditions.</i>
Subject matter of the processing	<i>Optometric assessment, ophthalmic dispensing and referral. Prescription, supply and fitting of spectacles. Personal data processed will be for the sole purpose of enabling: The Contractor to deliver the service requirements of the Contract and to allow the Client to monitor the delivery of the service requirements and manage the Contract.</i>
Duration of the processing	<i>For the duration of the Contract i.e. 1 April 2021 – 31 March 2024 (with provision to extend for any period up to and including a further period of 24 months) Or Until the Contract is terminated by the client under the 'break' clause as detailed within the Commercial Condition of Contract for Services SS17ac. The collection of personal information for HSC clients and healthcare professionals will in principle end at:</i>



	<p><i>Termination of contract, or on occasion this may be when the patient has been discharged or released from prison.</i></p>
<p>Nature and purpose of the processing</p>	<p><i>1. Nature of processing Patient information will be transferred from the Contractor to the Client. Patient information will be stored on an electronic database.</i></p> <p><i>2. Purpose of processing</i></p> <p><i>2.1 Enable the Contractor to deliver the service requirements of the Contract for each patient: Registration of patients Administration of the product (where appropriate) by a healthcare professional Support to each patient and /or the Client in relation to correct use of the product. Maintain a record of all dispensing to all patients to ensure compliance with relevant regulations pertaining to medicinal products.</i></p> <p><i>2.2 Enable HSC to monitor the Contract by retrieving information held by the Contractor for the purposes of: Payments and Contract management.</i></p> <p><i>2.3 Enable HSC to monitor patient progress and clinical outcomes in line with the service specification and the requirements of the Contract.</i></p>
<p>Type of Personal Data</p>	<p><i>Contractor data and Clinical Record (Prisoner) data may include (but not exclusively):</i></p> <ul style="list-style-type: none"> <i>a. Patient name</i> <i>b. Date of Birth</i> <i>c. Gender</i> <i>d. Patient Weight</i> <i>e. Patient Height</i> <i>f. Clinical history and symptoms, investigation and diagnosis</i> <i>g. Relevant Medical History</i> <i>h. Allergies/sensitivities</i> <i>i. Clinical tests, findings, outcomes and referrals, results</i> <i>j. Language. ethnicity e.g. translation requirements</i> <i>k. Prescribers Name</i> <i>l. Prescribers professional registration number(s)</i> <i>m. Prescribers Contact Details e.g. e mail , work addresses , phone numbers</i> <i>n. Prescribers professional qualifications /registrations</i> <i>o. Equipment and consumable information prescribed or used by the patient</i> <i>p. Health and Care Number</i> <i>q. Key performance indicators relating to the service</i>



	<p>received by each patient</p> <ul style="list-style-type: none">r. Date of commencement of the services. Date of termination of the service
Categories of Data Subject	<p><i>Data subjects are members of the prison population who have been prescribed medicinal products and appliances as a treatment which is purchased under this Contract (by a Healthcare Professional within Health and Social Care in Northern Ireland) to be performed in the Prison.</i></p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union of member state law to preserve that type of data	<ul style="list-style-type: none">1 <i>Personal data held under this Contract will be retained by the Contractor until either;</i><ul style="list-style-type: none">a. <i>The contract expires following the completion of the initial Contract period.</i>b. <i>The contract is terminated by the Client.</i>3. <i>Following the occurrence of either 1(a) or 1(b) above the Contractor will:</i> <p><i>Provide by electronic means to the Client, all information held in their 'patient database' which was created as a result of performing this Contract;</i></p> <p>And</p> <p><i>Upon confirmation of receipt by the Client, of the data transfer described in 2(a) above, the Contractor will destroy all electronic and hard copy records of the data transferred to the client (unless otherwise required to retain such records by regulation or statutory instrument).</i></p>

SCHEDULE 7 - JOINT CONTROLLER AGREEMENT

Please refer to SS17ac Commercial Conditions of Contract for Services
Clause 24.0