

Terms and conditions (Supplier Terms)

NEC Blue Badge Managed Service

Structure of this Document

At the end of these Supplier Terms is a Glossary. Any capitalised terms within these Supplier Terms which are not defined in the Glossary shall have the meaning set out elsewhere in this Agreement.

General Provisions

This Service Definition is relevant to Local Authorities responsible for the provision of Blue Badge.

Overview of the Service

The Blue Badge (Disabled Persons' Parking) Scheme was introduced in 1971 under Section 21 of the Chronically Sick and Disabled Persons Act 1970 ('the 1970 Act').

The scheme is to help people with severe mobility problems caused by visible and non-visible ('hidden') disabilities to access goods and services, by allowing them to park close to their destination.

The scheme provides a national range of on-street parking concessions to Blue Badge holders.

The Department for Transport (DfT) is responsible for the legislation that sets out the framework for the scheme.

Local authorities are responsible for the day-to-day administration of the scheme including administrative and assessment procedures.

It is the responsibility of each local authority to ensure that badges are only issued to residents who satisfy one or more of the eligibility criteria set out in the legislation that governs the scheme.

The NEC Blue Badge Managed Service ("BBMS") provides Buyers with a fully managed service processing applications for Blue Badge administration and assessment.

BBMS facilitates an end to end delivery, from incoming application through to badge ordering. At all times the policy around the administration of the scheme remains under the Buyer's control with the Supplier enacting those policies throughout the duration of the contracted period.

At its core BBMS will:

- Provide a service which is accessible to everyone; and
- Provide multiple channels for contact to take into account disabled and elderly applicants; and
- Provide assistance to enable people to get a blue badge in a timely manner

BBMS is based on the approximate numbers accessing the service set out in the Particulars.

Key Deliverables

The Supplier provides a back office Case Management System for the administration of the scheme. The online application is supplied by Valtech as part of their responsibilities to the national service.

A telephone service available from 9am until 5.00pm from Monday to Friday (during Working Days). The telephone service will be lo-call or Free Phone and offer a mini-com service for those who are hard of hearing and there will be the option to use Language Line or another interpretation method for those who have difficulty with the English Language;

An online service delivered by Valtech as part of their wider contract with the Department for Transport, available continuously (24 hours per day, 7 days per week) subject to downtime for maintenance and for matters outside the Supplier's control, to all citizens for the purposes of making applications to the scheme;

An application process which captures the following applicant details and evidence:

- Name
- Current address
- Date of birth
- National Insurance Number
- What eligibility criteria the applicant is applying under
- Evidence of their eligibility
- Evidence of their residency
- Evidence of their identity
- A passport standard photograph
- Payment (optional)

An application process which is able to include a privacy statement and declaration to be agreed and acknowledged by applicant;

An online application form which has the facility to save a partially completed application;

An application process which assigns a unique reference number to every application (incomplete and complete) which enables an applicant to revisit and complete an application.

The implementation and management of communications with applicants to inform them of the outcome of their application, and to advise of the review process;

The assessment and decision making process, as directed by the policy provided by the Buyer.

The verification of applicants using the Department of Work and Pension's Searchlight System to verify the applicant's eligibility if they are in receipt of one of the following benefits:

- Disability Living Allowance (DLA)
- Personal Independence Payments (PIP)

Third Party Contracts

The Supplier is responsible for the implementation and management of our third party relationship with Access Independent who are responsible for Independent Mobility Assessments.

At the highest level the Supplier will provide the provision and management of:

- In person assessments at the location of the Buyer.
- Where an in person assessment is not feasible or practical, a telephone assessment.
- Assessment report outlining the outcome of the assessment, referring to DfT guidance and legislation where possible.
- Third party contracts; including communication, invoices and payment and fund reconciliation.

Complaints and Reviews

The Supplier will:

- Receive and manage all formal complaints;
- Receive and manage the stage 1 review process, by ensuring the correct information has been recorded on an application, the assessment has been made correctly and where applicable the correct outcome has been made;
- Receive and manage stage 2 reviews and liaise with the Buyer to determine the outcome;
- Manage all Buyer communications throughout the complaint and review processes.

Policy and Performance

The Supplier will provide the provision and management of:

- Performance reporting;
- The provision of change management where required (e.g. as a consequence of amendments to the Eligibility Criteria or scheme generally);
- Adequate staff levels to provide the telephone service, manage demand and meet performance KPIs;
- Adequately trained staff who can interpret the Buyer's policy;
- Adequate staff levels to assess applications and make award decisions within the timescales as outlined in the KPIs; and
- Adequate staff levels to manage Buyer enquiries throughout the application and assessment stage.

The Buyer (Local Authority) retains ownership of:

- The policy which determines the eligibility of applicants to the Blue Badge Managed Service and the items which eligible applicants may be awarded, depending on their circumstances. This includes any future changes to the policy;

- The funding and relationship related to the physical production of the badge, which is contract between the Buyer and Valtech.

Service Governance Arrangements

The Supplier will provide a Service Manager who will:

- Be responsible for the provision of the Services provided to the Buyer;
- Be contactable by the Buyer during core hours;
- Attend ad-hoc meetings with the Buyer when requested to do so.

The Supplier will also provide a senior manager to be the point of escalation for any issues that cannot be resolved by the Service Manager.

Data Protection

- The Supplier will store all Buyer information classified as OFFICIAL-SENSITIVE using servers that adhere to NCSC security standards and guidance, within ISO27001 certified secure data centres with the following security features: 24 x 7 x 365 Security guards.
- External and Internal CCTV cameras digital recording to disk.
- Proximity access control system.
- Secure managed loading bay.
- Intruder and door alarms.
- Staff vetted to at least BPSS standard.
- Off-site backups are encrypted and stored in a specialist secure storage facility.

The Supplier will maintain its ISO 27001 certification and CESG Pan Government accreditation throughout the contract period.

Upon termination or expiry of the Agreement all data will be extracted from the Software by the Supplier and transferred to the Buyer in an agreed way and in CSV format.

The Supplier will be permitted to retain a copy of the data for a period of up to 12 months for the purposes of audit and legal compliance only. Following this period all data will be permanently deleted by the Supplier.

The Supplier network shall employ the following network protection mechanisms:

- Intrusion prevention.
- Virus checking - all hosted Windows servers will have Pan Government Accreditor approved anti-virus software deployed for server protection, updated via an automated process. Pan Government Accreditor approved anti-virus software will also be used to protect the desktop and to protect email servers, which are also updated via automated processes.
- Passwords - all passwords used to access information will conform to standards relating to password composition, length, expiration and confidentiality.

Hard copy data shall be securely disposed of after use by shredding using an approved, secure contractor. A clear desk policy shall be maintained and secure confidential waste bins will be provided and used for disposal of all paperwork relating to the service. Business centres are audited quarterly and data security will be closely monitored.

All data disposal requirements shall apply to all of the Supplier's partners involved in the provision of the service.

Disaster Recovery and Business Continuity

The Supplier will ensure that any period of loss of the Services is minimised if any event takes place, including any of the following:

- Fire or other damage to the Supplier's site preventing any Services from being provided;
- Damage or disruption of the connection to the internet;
- Damage or power loss to any of the facilities involved in the delivery of the Services.

Staff

The Supplier will ensure adequate staff levels, at all times, to fulfil the service outlined in the service specification and contract; including adequate staffing levels to accommodate an unexpected rise in applications and retain agreed levels of service.

The Supplier will be responsible for processing sensitive personal data on behalf of the Buyer. As such, the Supplier shall ensure that all staff have completed information security training, equality and awareness training, in addition to any other relevant training.

The Supplier will ensure that area specialists are familiar with the Buyer Policy / processes, and that any changes are cascaded thoroughly to staff.

Quality Assurance

The Supplier will undertake Quality Assurance activity to ensure:

- Contractual quality standards are maintained;
- Systems are used correctly ensuring required data capture;
- All Security elements of delivery are adhered to;
- Staff are developed and trained appropriately;
- The scheme is administered in line with client guidance;
- The applicants to the scheme are treated fairly and with respect.

Change Management

Where the Buyer requests a change in the Blue Badge Managed service, the Supplier shall respond to the request within 2 Working Days. Basic changes, such as a change to wording or assessments, the change will be made and incorporated within 5 Working Days, from receipt of a signed change request form. More complex changes may be discussed with the Supplier and an appropriate timescale identified by mutual agreement.

Contract Management and Reporting Requirements

Service reporting

The Supplier will provide a monthly service report to the buyer to be issued by the second Friday of the following month.

The service report will cover the following areas:

- Any key changes to the service
- Inbound communications with a breakdown of communication method
- Inbound applications with a breakdown of application method
- Outstanding applications and their current position in the process
- The number of badges issued along with a breakdown by demographic including age and gender
- Incoming funds and refunds issued in month

The Supplier will provide bespoke reporting when required by the Buyer.

Complaints

All complaints relating to the Service will be recorded by the Supplier and draft responses prepared by the Supplier and sent to the Buyer via secure email for approval by the Buyer. Once the Buyer has approved the draft response, the Supplier shall issue the response to the complainant.

Performance Indicators

The Supplier will use commercially reasonable endeavours to deliver the Services as follows. The Supplier will deliver the performance information detailed in the table in quarterly reports to the Buyer.

Key Performance Indicator	Mandatory Performance	Measured
Service Availability		
Telephone Availability 09:00 – 17:30 Monday to Friday on Working Days	95%	The Supplier call centre monitoring to provide stats.
% of telephone calls handled (i.e. not voicemail or abandoned)	95%	The Supplier call centre monitoring to provide stats. Small allowance made for unpredicted peak times.
Availability of a manager for queries or Buyer support	95%	
Communications		
Emails reviewed and responded to	<2 Working Days	
Letters reviewed, scanned and indexed	<2 Working Days	
Applications		

Key Performance Indicator	Mandatory Performance	Measured
Average length of time to request additional information or evidence from applicants who have made incomplete applications.	<2 Working Days	
Decision Making		
After receiving all necessary information relating to an application, the average length of time for an assessment to be made	<2 Working Days	
Requests for Review		
Request for a review initial response to citizen	<5 Working Days	
Request for a review formal/closing response to citizen	<10 working days	
Reports		
Monthly reports provided to the Buyer by the second Friday of the month	100%	

Buyer Responsibilities

The Buyer will make an officer available to:

- Provide advice relating to the Buyer's Blue Badge Policy and the scheme's criteria;
- Provide an assessment criteria for discretionary applications;
- Coordinate and chair quarterly contract monitoring meetings;
- Participate, when required, in decision making for second stage reviews;
- Pay invoices for the national blue badge scheme (currently provided by a third party, and which includes the physical production of the badge).

Searchlight Access

Where Searchlight is required in connection to the managed service provided by the Supplier, the Buyer will be required to enable the Supplier to have access to Searchlight in a manner compliant with DWP best practices for Contracted Service Providers. The Buyer can provide access to the Supplier via two different methods:

The Buyer is required to provide Searchlight access to the Supplier personnel working on the managed service. The Buyer will be required to link the Supplier personnel's current EAS account to the Buyer's own organisation via the EAS-R Admin Portal. To enable this, the Supplier is required to provide the Buyer with the relevant user information and confirmation of the following for each user:

- The date of the identify check

- The date that the Supplier's HR department completed the national / immigration checks
- The date that the Supplier's HR department completed the employment history check
- The date on the certificate of the DBS.

Backup/restore and disaster recovery for Software

Backup/restore

Automated processes run during the day so if a failure should occur, data entered is available for the recovery and only data input shortly before the failure may be lost. These measures supplement the overnight security backups that run automatically out of service hours, and take into account system availability requirements and batch routines.

Disaster recovery

The Supplier has an ISO22301:2012 accredited Business Continuity Management System incorporating an integrated Business Continuity Plan, Departmental Contingency Plans and Disaster Recovery Plans (for each site) together with associated policies, processes and procedures. These support an ITIL ICT service continuity management function. This service includes return to operation within 24 hours.

Planned maintenance

Planned maintenance means any pre-planned maintenance of any infrastructure relating to the Blue Badge Managed Service Case Management System. We will provide you with at least 1 week advance notice of any such planned maintenance.

Planned maintenance of the Supplier's infrastructure relating to the Blue Badge Managed Service Case Management System shall take place between the hours of 17:30 and 09:00 (UK local time) on a Business Day and/or between the hours of 08:00 and 12:00 (UK local time) on a non-Business Day.

Emergency maintenance

Whenever possible, the Supplier will provide you with at least 6 hours advance notice of any emergency maintenance of infrastructure relating to the Blue Badge Managed Service Case Management System.

Emergency Maintenance of the Supplier's infrastructure will take place between the hours of 17:30 and 09:00 (UK local time) on a Business Day and/or between the hours of 08:00 and 12:00 (UK local time) on a non-Business Day, unless there is an identified and demonstrable immediate risk to the Blue Badge Managed Service Case Management System infrastructure.

Availability

The service (software) is available 24/7, except for planned and emergency maintenance and typically with 99.5% availability.

Miscellaneous

- If this Agreement contains the Buyer's service description, requirements or specification ("**Specification**") and if any provision of that Specification conflicts with these Supplier Terms, then regardless of any other provision in this Agreement, these Supplier Terms will take precedence.
- Regardless of any other provision in this Agreement, except to the extent not permitted by law:
 1. the Buyer assumes sole responsibility for results obtained from its use of the Supplier's deliverables and for any conclusions drawn from such use; and
 2. the Supplier shall have no liability for any damage caused by errors or omissions in any information, data, instructions or scripts provided to the Supplier by the Buyer in connection with this Agreement, or any actions taken by the Supplier at the Buyer's direction.
- The parties recognise that any Professional Service days set out in this Agreement are an estimate based on the parties' current understanding of their requirements and obligations.
- Unless otherwise specified in the Particulars, Professional Services shall be delivered remotely during Working Hours.
- Unless otherwise agreed between the parties, where a number of days has been specified, any additional hours worked at the Buyer's request shall be deducted from the remaining number of days and part days shall be used subject to a minimum usage of half a day.
- All Professional Services days purchased as part of a fixed price project or a block booking are non-cancellable and non-refundable.
- If the Buyer does not provide the Supplier with the necessary access or information to enable the Supplier to deliver the Professional Services the Supplier reserves the right to terminate the Professional Services element of the Agreement and raise an invoice for any unpaid Charges.
- Subject to the Buyer's reimbursement of non-refundable expenses as provided below, the Supplier will use reasonable endeavours to accommodate rescheduling of Professional Services at the Buyer's request. However, if the Buyer seeks to reschedule or postpone Professional Services within: (a) the period ten to six Working Days of the booked date for delivery, the Supplier shall be entitled to invoice the Buyer for 50% of the relevant charges; or (b) five Working Days or less of the booked date for delivery, the Supplier shall be entitled to invoice the Buyer for 100% of the relevant Charges. Unless otherwise agreed in writing between the parties, days paid for must be utilised within 12 months of the date of the Buyer's purchase order.
- If the Buyer seeks to postpone or reschedule Professional Services at any time where the Supplier has booked a flight and/or incurred other reasonable expenses which are non-refundable, the Buyer will still be liable to pay the cost of such flight and/or other expenses.
- Where a block booking for a number of days of Professional Services is made the following shall apply: (a) unless otherwise agreed in writing between the parties such days must be utilised within 12 months of the date of the Buyer's purchase

order, any days not utilised within such period will be lost and may not be carried forward; and (b) delivery of Professional Services is subject to reasonable advance request and agreement on the specific delivery dates.

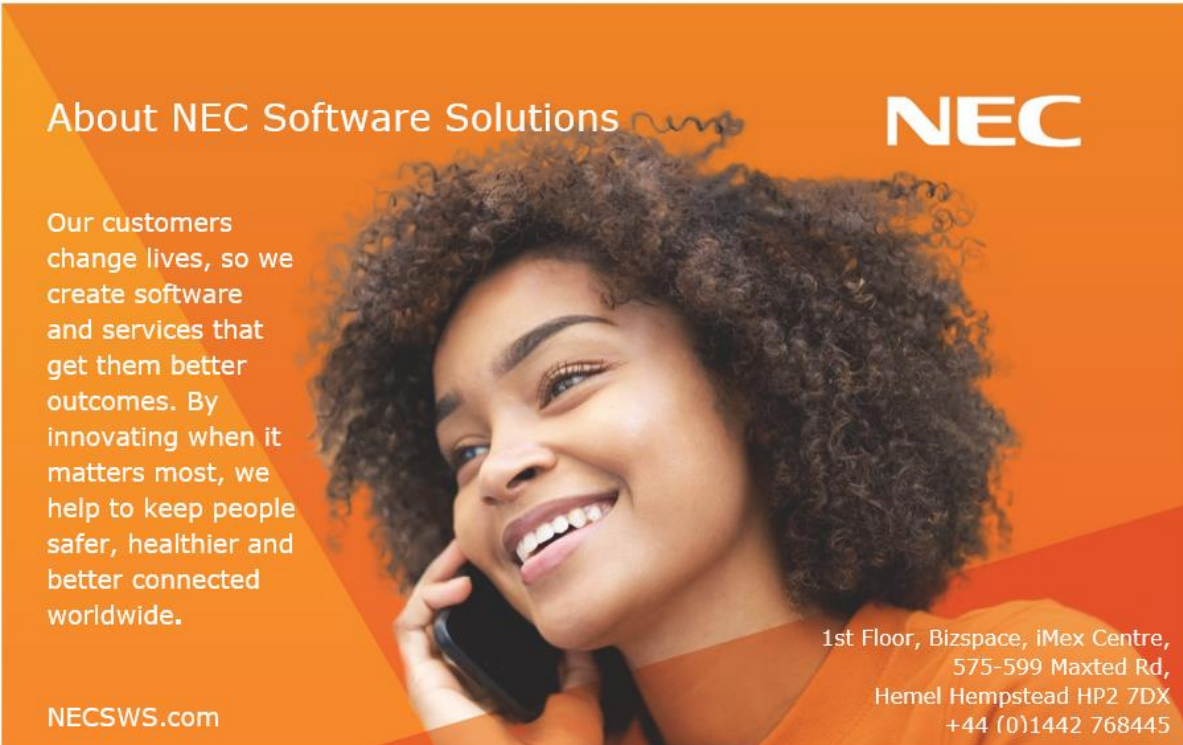
- Except where the Supplier has specifically agreed to provide such services, the Buyer will promptly:
 1. supply the Supplier with any information and assistance reasonably necessary for the Supplier to perform its obligations under this Agreement; and
 2. provide the Supplier's personnel with full free and safe access to its site when required, to enable the Supplier to perform its obligations under this Agreement.

- The Buyer warrants, represents and undertakes to the Supplier that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**TUPE**") of employees from the Buyer (or any supplier, contractor or other service provider to the Buyer) to the Supplier. Regardless of any other provision of this Agreement, the Buyer agrees to indemnify the Supplier against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Supplier in connection with or as a result of:
 1. a claim by any person who transfers or alleges that they have transferred to the Supplier as a result of entering into this Agreement; and/or
 2. any failure by the Buyer to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE.

Glossary

In addition to the terms defined elsewhere in this Agreement, in these Supplier Terms the following terms shall (regardless of any other provision in this Agreement) have the meaning set out below:

“Agreement”	means the Call-Off Contract.
“Particulars”	means the Order Form.
“Working Days”	means Monday to Friday inclusive, excluding bank holidays and public holidays in England.
“Working Hours”	means the hours of 09.00 to 17.00 inclusive in local UK time on Working Days.



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