

Terms and Conditions (Supplier Terms)

Local Welfare Provision Managed Service

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

Service Overview

These Supplier Terms are relevant to all local authorities in England responsible for the provision of Local Welfare Provision ("**LWP**") who are using the Supplier's Local Welfare Provision Managed Service.

Local Welfare Provision ("**LWP**") replaced the provision of Community Care Grants and Crisis Loans for living expenses in March 2013, and responsibility was devolved to local Authorities in England and Scotland and the devolved Government of Wales.

The Supplier's Local Welfare Provision Managed Service provides the Buyer as a local authority with a fully managed service, processing applications for LWP administration and fulfilment under the legislative and local discretionary regime.

The fully managed service facilitates an end to end delivery, from incoming application through to fulfilment. At all times the policy around the discretionary scheme remains under the Buyer's control with the Supplier enacting those policies throughout the duration of the contracted period.

At its core the Service will:

- provide a service which is accessible to everyone;
- provide help to those most in need;
- provide support to people who find themselves in an emergency situation and who need some immediate assistance from the Buyer as a local authority; and
- provide assistance to enable people to re-settle into their new home (e.g. after leaving institutional care or temporary living accommodation).

Key Deliverables

The following key Deliverables are provided as part of this Service:

- Back office IT systems and an internet based application form;
- A telephone service available from 9am until 17.00pm on 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, 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 residents for the purposes of making applications to the fund;
- An application process which captures the following applicant details:
 - Name (mandatory)
 - Current address (mandatory)
 - Address for which the claim is being made (mandatory)
 - Date of birth (mandatory)
 - National Insurance Number (mandatory)

- Council Tax Reference Number (mandatory)
- What benefits the applying household claim, frequency of benefit, how much they are in receipt of and when the last payment was received and the next payment due (mandatory)
- Household make-up, including name, DOB for other family members (mandatory)
- The reasons an applicant is applying to the fund (mandatory)
- Items/support requested by applicant (mandatory)
- Equality and diversity information
- 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 and to track the status of a submitted 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 which details the eligibility requirements for assistance through the scheme and the awards types applicable;
- The provision of advice to applicants to signpost them to agencies who can provide support, depending on the applicant's circumstances;
- The verification of applicants using the Department of Work and Pension's Searchlight System to verify:
 - Applicants' personal details;
 - Whether an applicant lives in the Buyer's area;
 - What benefits an applicant receives and the status of benefit claims (suspensions and sanctions).

Third Party Contracts

The Supplier shall be responsible for the implementation and management of all third party relationships. The Supplier will use commercially reasonable endeavours to procure goods and services from reputable companies for the fulfilment of awards and will establish and manage arrangements with third parties related to the fulfilment of the Local Welfare provision Scheme. These may include (but are not limited to) contracts with:

- The Furnishing Service
- PayPoint
- AO
- Argos
- Blackhawk

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

- Third party contract management to facilitate award fulfilment;
- Third party contracts to undertake the following and meet the timescales outlined in the KPIs:
 - Enable the provision of all awards;
 - Deliver all awarded items to a customer's home;
 - Install / fit / assemble all items at the customer's home
 - Remove and dispose of all packaging.
- Awards to include the following items via third party contracts (this list is not exhaustive)
 - Electric cookers
 - Carpets
 - Fridges, both upright and under counter
 - Washing machines
 - Bed frames (double and single)
 - Bedding (pillowcases, sheets, quilt covers)
 - Duvets and pillows
 - Mattresses (single and double, including orthopaedic)
 - Cutlery and crockery
 - Household energy vouchers (able to be redeemed for gas and electric top ups only)
 - Cash vouchers
 - BACS payments
 - Supermarket vouchers
- 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 award has been made;
- Receive and manage stage 2 reviews and liaise with the Buyer to determine the outcome;
- Manage all customer communications throughout the complaint and review processes.

Fund Management

The Buyer retains ownership and responsibility for:

- setting the level of the fund for each year;
- notifying the Supplier of the level of funding and the period it covers; and
- providing the funding as and when required by the Supplier to fulfil its obligations in relation to the provision of the Services.

The Supplier will provide the provision and management of:

- fund management and reconciliation;
- financial reporting and control to facilitate spend reviews and enable the Buyer to make amendments to the policy where required.

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);
- Adequate staff levels to provide the telephone service, manage demand and meet performance KPIs;
- Adequately trained staff who can interpret the Buyer's LWP 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 customer enquiries throughout the application and assessment stage.

The Buyer retains ownership of and responsibility for:

- The policy which determines the eligibility of applicants to the Local Welfare Fund and the items which eligible applicants may be awarded, depending on their circumstances (the "Eligibility Criteria"). This includes any future changes to the policy;
- The content of letters issued to customers so far as is reasonably possible within the constraints of the system generating the letters;
- The decision making for second stage reviews, whereby individuals may challenge a decision because they have a need which is not met by the provisions of the policy;
- The decision to make awards to applicants that do not meet the eligibility criteria; and
- Decision making in relation to any change in the policy or approach to applications.

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 the core hours of 9:00 to 17:00 UK time;
- 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, or information containing personally identifiable information, using servers that adhere to NCSC security standards and guidance, within ISO27001 Certified secure data centres, provided by approved sub-processors.

The Supplier will maintain its ISO 27001 Certification and CESG Pan Government accreditation throughout the contract period. The Supplier will ensure the sub-processor data centre providers will also maintain their ISO 27001 Certification.

Upon termination or expiry of the contract 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.

All data disposal requirements shall apply to all of the Supplier's partners (including sub-processors) involved in the provision of the service.

Disaster Recovery and Business Continuity

The Supplier will use reasonable endeavours to 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 these Supplier Terms; 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 and special personal data on behalf of the Buyer. As such, the Supplier shall ensure that all staff have completed information security and data protection training, equality and awareness training, in addition to any other relevant training.

The Supplier will ensure that area specialists are familiar with the Buyer's LWP policy / eligibility criteria, and that any changes are cascaded thoroughly to staff.

Quality Assurance

The Supplier will undertake Quality Assurance activities 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 fund is administered in line with client guidance;
- The applicants to the scheme are treated fairly and with respect.

Backup and Archive

The Supplier will ensure that partially completed applications are kept for 14 calendar days only and full applications made either online or by telephone will be kept for 28 Working Days.

Change Management

Where the Buyer requests a change in the LWP service, the Supplier shall respond to the request within 2 Working Days. Basic changes, such as a change to wording or scoring for existing questions included in the application, 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 access to the Buyer to financial and service information for budget monitoring and forecasting, enabling proactive monitoring of spend against budget and the review of forward forecasts to enable control over the release of money

The Supplier will provide a full reporting interface. Reports will be Supplier Termsd to run monthly and will be issued to the Buyer within 5 Working Days of the end of the month to which the report relates.

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

The Supplier will also provide the means to download key information or searches to a spread sheet by means of a Comma Separated Variable (CSV) file format. This provides the ability to extract bespoke information for ad-hoc reporting requirements as requested by the Buyer.

Complaints

All complaints relating to the service will be recorded and sent through an electronic portal (namely a Secure File Transfer Protocol). The Supplier will provide a monthly report to enable analysis of complaints and outcomes.

The Supplier will make the Buyer aware of any complaints which have reached the level of Service Manager, within 5 Working Days of that occurrence.

Performance Indicators

The Supplier will use commercially reasonable endeavours to deliver the Services as set out in the table below. 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 – 17:00 Monday to Friday on Working Days	95%	The Supplier call centre monitoring to provide stats.
Online Application Availability 24/7 (excluding downtime for maintenance and matters not within NEC control)	98%	Small offline allowance for system updates or changes
% of telephone calls handled (i.e. not voicemail or abandoned)	90%	The Supplier call centre monitoring to provide stats. Small allowance made for unpredicted peak times.
Availability of a manager for queries or client support	95%	
Applications		
Average length of time to request additional information from applicants who have made incomplete applications for a crisis award.	<1 Working Day	
Average length of time to request additional information from applicants who have made incomplete applications for an item award.	<2 Working Days	
Decision Making		
After receiving all necessary information relating to an application, the average length of time for decision to be made on an application requesting a crisis award.	<1 Working Day	
After receiving all necessary information relating to an application,	75% within 2 Working	

Key Performance Indicator	Mandatory Performance	Measured
the average length of time for decision to be made on an application requesting items.	Days and the remainder within <5 Working Days	
Outcome letters for all kinds of applications will be issued within 1 Working Day	98%	
Awards		
% of instructions issued to suppliers to make a crisis award within 24 hours	98%	
% of crisis awards issued within 24 hours (BACS, Paypoint etc)	98%	
% of instruction to providers of items issued in less than 2 Working Days	98%	
Requests for Review		
% of stage 1 reviews acknowledged to applicant within 3 Working Days (where telephone contact details have been provided)	98%	
% of stage 1 reviews will be heard within 5 Working Days of receipt (all supporting evidence received)	98%	
% of stage 1 reviews closed within 5 Working Days.	98%	
% of stage 2 reviews acknowledged to applicant within 2 Working Days	98%	
% of stage 2 reviews will be referred to LA within 1 Working Day of receipt	98%	
Complaints		
% of complaints acknowledged within 3 Working Days of receipt	98%	
% of complaints where a written response has been provided within 10 Working Days	98%	
Reports		
Monthly reports provided to the Buyer within agreed period of 5 Working Days	100%	

Key Performance Indicator	Mandatory Performance	Measured
Performance reporting on KPI will be provided quarterly as part of the agreed monthly reports.	100%	
Supplier System availability is based on Working Hours and calculated in accordance with the below	99.5%	
Priority 1 Incident Resolution	4 Working Hours	

Buyer Responsibilities

The Buyer will make an officer available to:

- Provide advice relating to the Buyer's LWP policy and the scheme's eligibility criteria;
- Provide an awards Supplier Terms for fulfilling successful applications;
- Test and sign off each stage of development;
- Manage and deliver communications with partner organisations to advise of new scheme;
- Coordinate and chair quarterly contract monitoring meetings;
- Participate, when required, in decision making for second stage reviews.

The Buyer will supply the Supplier with any information and assistance reasonably necessary for the Supplier to perform its obligations under this Agreement. :

Searchlight/VEP Access

Where Searchlight and / or VEP access 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 and / or VEP in a manner compliant with DWP best practices for Contracted Service Providers.

The Buyer is required to provide Searchlight and / or VEP 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.

EAS access tokens and the associated management of tokens will be the responsibility of the Supplier.

Software

The Supplier's Local Welfare Provision Managed Service uses a cloud-based SaaS software ("**LWP SaaS**") but does not include the grant of any licence or right to use the Supplier's LWP SaaS by the Buyer as this will at all times be used by the Supplier to deliver the Supplier's Local Welfare Provision Managed Service. A pre-determined set of questions can be configured, enabling the intelligent workflow to prompt the next appropriate question. Relevant, related data may be imported from local systems, such as housing benefit applications, to provide the end-user with online detail to help determine entitlement.

The Buyer can, via the Supplier's Local Welfare Provision Managed Service, set their own policy in terms of determining decisions and to manage applications to their LWP Fund. In line with the Buyer's requirements, the service the Supplier provides can be grant-based and cashless (based on vouchers, payment cards and arrangements with local companies). LWP SaaS used by the Supplier to provide the Service enables this option through a standard output file, in addition to the core facility to enable cash payments.

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 ISO22301:2019 Certified Business Continuity Management System incorporating Business Continuity Plans, Departmental Contingency Plans (where relevant), Risk and Business Impact Analysis 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 LWP SaaS. The Supplier will provide the Buyer with at least 24 hours advance notice of any such planned maintenance.

Planned maintenance of the Supplier's infrastructure relating to the LWP SaaS shall take place between the hours of 17:30 and 09:00 (UK local time) on a Working Day and/or between the hours of 08:00 and 12:00 (UK local time) on a non-Working Day.

Emergency maintenance

Whenever possible, the Supplier will provide the Buyer with at least 6 hours advance notice of any emergency maintenance of infrastructure relating to the LWP SaaS.

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

Availability

The Service (cloud-based SaaS software) is available 24/7, except for planned and emergency maintenance and typically with 99.5% availability.

Additional Terms

Regardless of any other provision in the Agreement:

Specification

- if this Agreement contains the Buyer's service description, requirements and/or specification ("**Specification**") and if any provision of that Specification conflicts with this Supplier Terms, then this Supplier Terms will take precedence.

Buyer Policies and consents

- the Supplier's individual staff involved in providing the Services shall not be required to sign any Buyer provided IT remote access, usage or email policy documents.
- the Supplier shall not be required to enter into any separate or additional agreements or arrangements with the Buyer (or any third party that is not a subcontractor or sub-processor of the Supplier) in order to provide the Deliverables, including codes of connection, network/system access or data processing/sharing agreements.

Exclusions

- except to the extent not permitted by law, the Supplier shall have no liability under or in connection with this Agreement (whether in contract, tort (including negligence), under an indemnity, statute or otherwise), to the extent that any losses, damage or defects arise as a result of (but not limited to):
 - the late arrival or non-arrival of Buyer Data or other material from the Buyer;
 - errors or omissions in any information, data, instructions or scripts (including where the same is in the correct format) provided to the Supplier by the Buyer in connection with this Agreement;
 - any actions taken by the Supplier at the Buyer's direction;
 - failure to detect errors in any work performed by the Supplier which the Buyer has undertaken to check;
 - the act and/or omission of a third party (including a subcontractor and/or sub-processor but excluding any Group Company) unless and to the extent only that the third party is liable to the Supplier for such act/omission; or
 - any other act or omission of the Buyer (or third parties appointed by or under its control) including but not limited to failure of communication links.
- the Buyer assumes sole responsibility for results obtained from its use of the Deliverables and for any conclusions drawn from such use.
- and the Supplier's liability for any misappropriation of any monetary funds shall be limited to replacing the amount misappropriated.

Transfer of employees

- 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 (or any third party supplier/subcontractor 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:
 - a claim by any person who transfers or alleges that they have transferred to the Supplier (or any third party supplier/subcontractor to the Supplier) as a result of entering into this Agreement; and/or
 - 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.

Intellectual Property Rights

- the provisions in this Intellectual Property section shall not apply to any software provided by the Supplier.
- the Buyer acknowledges that the Supplier and/or their respective licensors own Intellectual Property Rights in any specifications, data, databases, documentation, and other materials provided to the Buyer as part of the Services. Except as expressly stated in this Supplier Terms, the Supplier does not grant the Buyer any rights to, or in, the Intellectual Property Rights in respect of the above materials.
- the Supplier grants the Buyer a non-transferable, non-exclusive right during the term of this Agreement to use the materials supplied by the Supplier under the Services for its own internal business purposes. Where the Agreement expressly states that Buyer is procuring the Deliverables on behalf of or for the benefit of a specified third party end customer, the licence granted in this paragraph applies to that end customer and allows them to use the materials for that end customer's own internal business purposes.
- all Intellectual Property Rights in the Buyer Data and any other materials provided to the Supplier by the Buyer for the Supplier to provide the Services will remain vested in the Buyer. The Buyer grants the Supplier a perpetual, royalty free, non-exclusive licence to use (and copy) the Buyer Data to perform this Agreement and to comply with any requests made to the Supplier under statute.

Certifications and Accreditations

The Supplier's certifications and accreditations are as set out at [Certificates and Registrations - NEC Software Solutions](#), as updated by the Supplier from time to time.

Third Party Deliverables

- in the event that a third party suspends or terminates (or gives notice to suspend or terminate) the provision of any Deliverable(s) to the Supplier for any reason, then the Supplier shall be entitled to suspend or terminate the provision of such Deliverable(s) to the Buyer under this Agreement.

Offshore Resource

- in some circumstances we may use resources provided by one or more of our Group Companies, including those of our Group Company NEC Software Solutions India PVT Limited. This may involve sharing your data (including Personal Data) with them, processing, or transferring your data outside the UK. Whenever we use the resources of our Group Companies, and/or process or transfer your data out of the UK, the terms of our Agreement with you, including applicable legislation, as well as our internal policies, procedures and processes shall apply. At all times we retain responsibility for ensuring compliance by our Group Companies with our obligations. By entering into this Agreement you consent to the use of our Group Companies' resources (including NEC Software Solutions India PVT Limited) to provide the Deliverables, and/or to process your data (including Personal Data).

Sub-processors

- in addition to the specific authorisation above, the Buyer also grants to the Supplier general authorisation to engage Sub-processor(s) as third-party Processors of Personal Data under this Agreement. A list of the Supplier's Sub-processors that the Supplier directly engages for the specific Deliverables as a Sub-processor from time to time is available at **www.necsws.com/subprocessors**. Any changes to the list of the Supplier's Sub-processors will be updated via this link.

Glossary

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

"Agreement"	means the agreement to which this document is attached and of which this document forms part
"Particulars"	means the document entitled "Particulars" to which this Supplier Terms is attached, and if there is no such document, that part of the Agreement setting out the key details of the Deliverables and the amounts payable therefor.
"Supplier System"	means the Supplier's Local Welfare Provisions cloud-based SaaS
"Working Days"	means Monday to Friday inclusive, excluding bank holidays and public holidays in England.
"Working Hours"	means the hours of 09.00 to 17.30 inclusive in local UK time on Working Days.



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