

North East Procurement Organisation (NEPO)
 Northern Design Centre
 Abbots Hill, Baltic Business Quarter
 Gateshead
 NE8 3DF

FRAMEWORK CONTRACT FOR THE PROVISION OF PAYMENT CARD SERVICES (NEPO505)

ORDER FORM

Lot 1 – Prepaid Payments

This Order Form shall be used in accordance with the NEPO505 Framework Contract for the provision of Payment Card Services.

This Order Form constitutes an offer by a Contracting Authority to purchase the agreed services under this Framework Contract subject to the Call-Off Terms and Conditions contained or referred to in the Call-off Contract. This Order Form forms part of the Call-Off Contract.

To be completed by Contracting Authority	
Contracting Authority Name	NHS Business Services Authority
Contracting Authority Address	Stella House, Goldcrest Way, Newcastle upon Tyne NE15 8NY
Name of Contracting Authority's Authorised Officer, who will receive Notices in relation to this Call-Off Contract	[REDACTED]
Position	Head of Commercial Services
Email	[REDACTED]
Telephone	[REDACTED]
Awarded Contractor	Allpay Limited (CRN: 02933191)
Estimated Annual Value of Award	£3.5m
Commencement Date	01/07/2024
Contract Period	2 years
Expiry Date	30/06/2026
Extension (if applicable)	2 x 1 year extension periods, up to 30/06/2028

Price	The price of the Services calculated in accordance with the Pricing Schedule set out in Schedule 1 of this Order Form. <i>Variable Fee – variable only in accordance with clause 1 of the Special Terms and Conditions set out in Schedule 4 to this Order Form</i>
Commercially Sensitive Information	<ul style="list-style-type: none"> • Pricing Schedule (Schedule 1) • Contract Particulars (Appendix 1 to Schedule 2)
Key Personnel	<div style="background-color: black; width: 100%; height: 100%; min-height: 150px;"></div>
Insurance Requirements	<p>Minimum levels are as follows:</p> <p>Employer's liability Insurance £10million Public liability Insurance £5million Professional Indemnity Insurance £10million Product Liability Insurance £5million</p>
Delivery Instructions	All delivery instructions in relation to the Services as described in the Specification, set out in Appendix 2 to Schedule 2 to this Order Form.

Contractor Acknowledgment (to be completed by Contractor)	
Name of Contract Manager, who will receive Notices in relation to this Call-Off Contract	
Position	Head of Contracts
Email Address	

	Department email address: contracts@allpay.net
Telephone	01432 852544
Contractor Address	Fortis Et Fides, Whitestone Business Park, Whitestone Hereford, Herefordshire HR1 3SE

Incorporated Terms

The following documents are incorporated into this Call-Off Contract in order of precedence:

1. this Order Form;
2. Schedule 1 (Pricing Schedule);
3. Schedule 2 (Contract Particulars);
4. Schedule 3 (Special Terms and Conditions);
5. Schedule 4 (Call-Off Terms and Conditions); and
6. Schedule 5 (Allpay Limited Terms and Conditions).

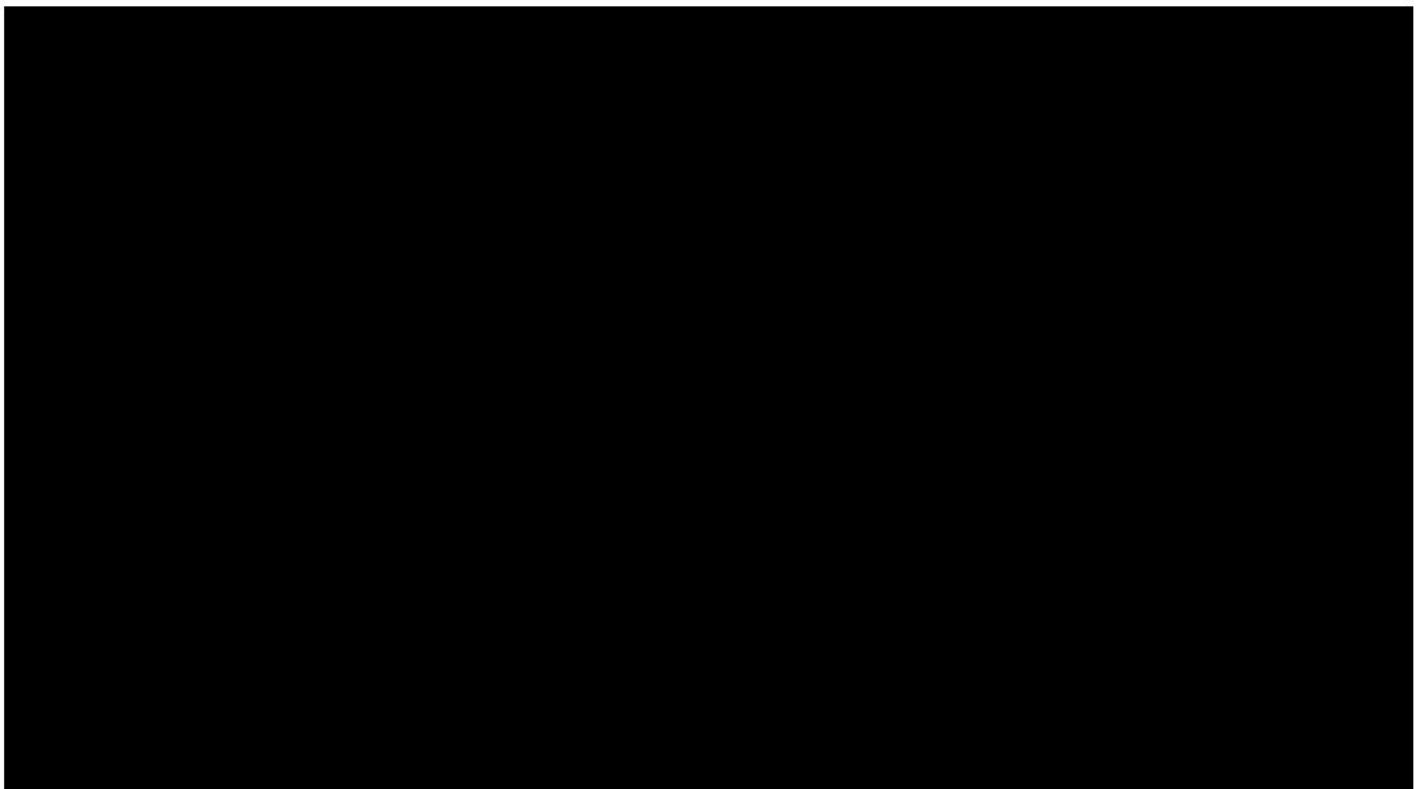
If there is any conflict or ambiguity between the terms of any of the documents comprising this Call-Off Contract, a term contained in a document higher in the above list shall have priority over one contained in a document lower in the list.

Formation of Call-Off Contract

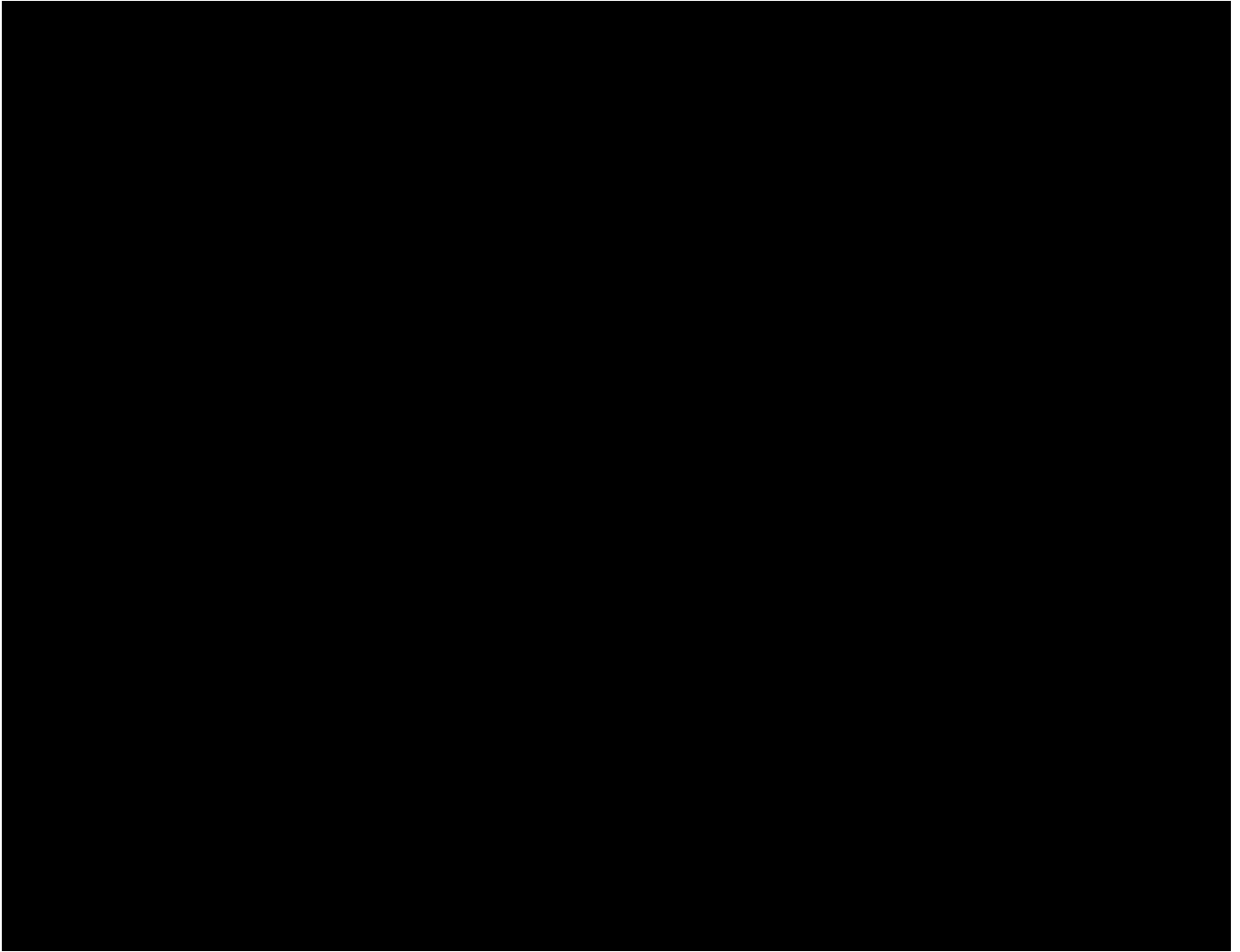
By signing and returning this order form (which may be done by electronic means) the Contractor agrees to enter a Call-Off Contract with the Contracting Authority to provide the above services.

The Parties hereby acknowledge and agree that they have read the Order Form and the Call-Off Terms and Conditions and by signing below agree to be bound by this Call-Off Contract.

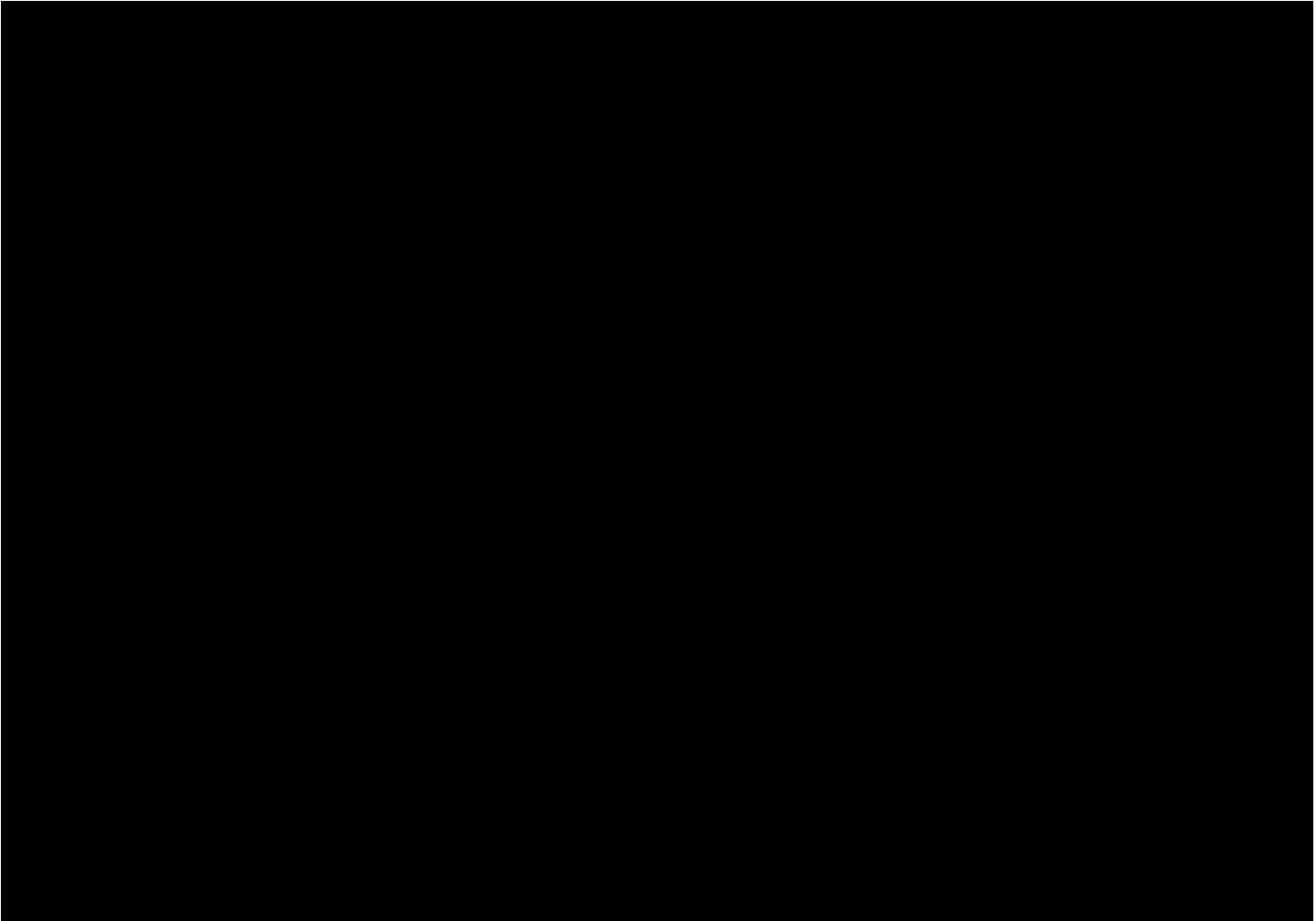
The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Contracting Authority acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Contractor within two (2) Working Days from receipt.



Schedule 1 – Pricing Schedule



Schedule 2 – Contract Particulars



Appendix 2 to Schedule 2 – Specification

The terms of this Appendix 2 shall be interpreted according to the definitions given within this Appendix 2, save that any references to “Delivery Partner” shall be interpreted as a reference to the Contractor. Where a term is capitalised but not defined within this Appendix 2, it shall be interpreted in accordance with the relevant defined term set out in Schedule 4 to this Call-Off Contract (as amended pursuant to the provisions of this Call-Off Contract).



**Business Services Authority
Commercial Services**

Specification

The Provision of Healthy Start Scheme Prepaid Cards

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Defined Terms

There are standard terms used throughout this document; please see Appendix J for a list of terms used and associated definitions.

1 Introduction

The NHS Business Services Authority (NHSBSA) is directed to deliver the NHS Healthy Start Scheme in England and Wales. A similar instruction is in place for Northern Ireland under an Agency Agreement.

The scheme is a statutory scheme which aims to provide those eligible (beneficiaries) with the best start in life by helping them to access healthy food, milk and vitamins. Those who are on a low income and are pregnant or have children aged under four may be eligible.

Beneficiaries receive a Prepaid Card which can be used to purchase healthy food and milk at retailers who accept Mastercard. Healthy Start vitamins are also available at no cost to beneficiaries.

As of 4 January 2023, there had been more than 465,000 successful applications to the scheme, and more than £87m had been spent using the Prepaid Cards.

2 Scope

- 2.1 Under this Call-Off Contract the Delivery Partner shall be responsible for:
 - 2.1.1 all financially regulated elements of the NHS Healthy Start scheme and the print and fulfilment of Prepaid Cards
 - 2.1.2 transition planning and implementation and any service development or build that is required to implement the service
 - 2.1.3 provision and ongoing support of an online Management Portal, an online Cardholder Portal and self-service IVR functionality
 - 2.1.4 maintaining Service Level Agreements, Management Information (MI), reporting, key performance indicators and relationship management

- 2.1.5 ensuring anti-Fraud measures, UK GDPR, data security and retention policies are implemented and maintained, and
- 2.1.6 having innovation and regulatory change procedures in place together with Business continuity and issue management procedures.

3 Call-Off Contract Implementation

- 3.1 The Delivery Partner shall provide a detailed Call-Off Contract Implementation Plan which shall be managed in accordance with industry regulations and be provided to the Contracting Authority within ten (10) Business Days of signing the Call-Off Contract. **(IP1)**
- 3.2 During the Call-Off Contract Implementation phase, the Delivery Partner shall be responsible for ensuring that the Contracting Authority will experience minimal disruption as part of the Call-Off Contract Implementation process. The Call-Off Contract Implementation Plan shall detail how this process will be managed to ensure minimal disruption. **(IP2)**
- 3.3 The Call-Off Contract Implementation Plan shall provide information on:
- name of the Account Manager
 - names and roles of the dedicated team
 - key deliverables, milestones, risks and mitigations
 - key project activities, dependencies and resources
 - escalation routes
 - scheduled meetings. **(IP3)**
- 3.4 Whilst delivering the Call-Off Contract Implementation plan, the Delivery Partner shall liaise with the Contracting Authority throughout, providing regular progress summaries and flagging any foreseeable delays or issues and communicate any other areas that would impact the Call-Off Contract Implementation plan. **(IP5)**
- 3.5 The Delivery Partner shall provide training (online and/or classroom at the Contracting Authority's premises in Newcastle) in the operation of the Management Portal, and training aids for Contracting Authority staff prior to the Call-Off Contract Commencement Date. **(IP6)**
- 3.6 There shall be at least one month's notice ahead of the proposed training dates before agreeing with the Contracting Authority. The Contracting Authority is responsible for providing the names of the platform users who will attend training. Training sessions required would be to a maximum of thirty users. **(IP7)**

- 3.7 Training materials and guidance shall be available ahead of the Call-Off Contract Commencement Date. **(IP8)**

4 Operational Management

- 4.1 The Delivery Partner shall at all times have the appropriate governance structure, infrastructure, facilities and resources to manage and deliver the services during the Call-Off Contract Term.
- 4.2 The Delivery Partner shall adhere to industry best practice throughout the Call-Off Contract Term. If the Delivery Partner is a member of any trade association or industry body that works to an agreed set of standards, then details of memberships shall be provided to the Contracting Authority.
- 4.3 The Delivery Partner shall be responsible for the management of Operational risks and issues and setting up and maintaining risk and issues logs to identify and manage risks and issues during the Call-Off Contract Term.
- 4.4 The Delivery Partner shall supply the Key Personnel, who are named individuals, including their roles and responsibilities. These individuals are part of the commitment on behalf of the Delivery Partner and will be committed to the operational period of the Call-Off Contract Term.

5 Required Standards

- 5.1 The Delivery Partner shall ensure that cards are manufactured to SO/IEC 7810 ID-1 international standard for card manufacturing and will conform to Payment Card Industry Data Security Standard (PCI-DSS).
- 5.2 The Delivery Partner shall ensure that the prepaid cards functionality and account services are fully compliant with UK banking legislation and UK Direct Payments legislation.
- 5.3 The Standards/legislation/directives within this document are not intended to be exhaustive, and any relevant standard/legislations/directive shall be complied with including those outlined in Section 10.1 of the NEPO Framework Specification.

6 Volumes

- 6.1 The Contracting Authority does not guarantee any volume during the Call-Off Contract Term. Appendix A details forecasted volumes.
- 6.2 The Delivery Partner shall ensure that it has capacity available at all times to produce the volume(s) in appendix A.
- 6.3 The Delivery Partner shall also be able to meet any subsequent changes to the volumes stated in Appendix A.
- 6.4 The Delivery Partner shall be able to scale up volume if requested to by the Contracting Authority.

7 Environmental Requirements

- 7.1 Prior to the Call-Off Contract Commencement Date, the Delivery Partner shall obtain relevant Environment Management System (EMS) certified to ISO 14001 or demonstrate that they are operating to this standard.
- 7.2 In performing its obligations under the Call-Off Contract, the Delivery Partner shall work with the Contracting Authority to:
 - 7.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law
 - 7.2.2 establish and be working towards zero waste to landfill or zero-waste targets
 - 7.2.3 be responsible for ensuring that any waste generated by the Delivery Partner and sent for recycling, disposal or other recovery as a consequence of the Call-Off Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law
 - 7.2.4 ensure that all Delivery Partner subcontractors used undertake recycling, disposal or other recovery as a consequence of the Call-Off Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal

- 7.2.5 minimise the consumption of resources and use them efficiently (including water and energy), be working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems, and
- 7.2.6 achieve continuous improvement in environmental (and social) performance.

8 Social Value

- 8.1 The Social Value Model ('the Model') sets out government's social value priorities for procurement. It includes a menu of social value options. There are 5 themes and 8 policy outcomes which flow from these themes. The Social Value KPIs shall be agreed with the Delivery Partner and Contracting Authority prior to the commencement of the Call-Off contract.
- 8.2 The Social Value KPIs shall be reported monthly to the Contracting Authority during the Contract Performance Review meetings. **(SV1)**
- 8.3 Social Value activities shall include, but not be limited to:
- Supporting charities that provide a support system(s) to individuals to promote financial inclusion, maximise income and reduce poverty
 - Supporting charities that provide education and resources to individuals to enable them to become upskilled and self-sufficient
 - Fighting climate change
 - Actively promote environmental responsibility

9 Business Continuity

- 9.1 The Delivery Partner shall provide clear Business Continuity and Disaster Recovery Plans which set out the key 'event risks', and continuity and recovery plans that allow for all aspects of the service to commence within a reasonable time given the nature of the event at the same level as the pre 'event' levels. Business Continuity and Disaster Recovery Plans shall be provided within 90 calendar days of the Call-Off Contract Commencement Date, annually on the anniversary of the Commencement Date and following occurrence of events identified as a key risk by the Contracting Authority.
- 9.2 The Delivery Partner disaster recovery and business continuity processes shall detail arrangements in the event of incidents which may affect the service, this includes, but

is not limited to Online Platform and IT failures, antivirus management and protection, malware attacks, pandemics, staffing and resource levels and natural disasters.

- 9.3 Any issues with the Online Platform or supply / delivery of Prepaid Cards which has a direct or indirect impact on the service delivered under this Call Off Contract must be communicated to all affected Contracting Authority as a matter of urgency. The Delivery Partner(s) shall detail the issue, the impact, and its plans to remedy or mitigate the impact of the failure. The Delivery Partner(s) must remain in continuous communication with Contracting Authority with regards to progress up until the issue has been resolved.
- 9.4 The Delivery Partner has an obligation to notify the Contracting Authority of any issues that could impact services provided under the Call-Off Contract.

10 Management Information

- 10.1 The Account Manager shall supply information that is relevant to the delivery of the Call-Off Contract to the Contracting Authority representative using formats and to timescales specified by the Contracting Authority in this Specification.
- 10.2 The Delivery Partner shall provide standard Management Information (MI) reports on a monthly basis, no later than the tenth (10th) Business Day from the end of the reporting month or as requested by the Contracting Authority. **(KPI2)**
- 10.3 The indicative information requirements and the frequency of production for supplying MI is summarised below.

No.	Title	Contract Management Information Required	Frequency
1.	Reconciliation	Reconciliation between central funds account and Cardholder accounts	Monthly
2.	Prepaid Cards/Prepaid Card Accounts	<ul style="list-style-type: none"> - Number of Prepaid Card requests received from the Contracting Authority in the period - Volume/percentage of Prepaid Cards issued within 5 Business Days from receipt of request or following PEPS and sanction checks, where appropriate. - Number of Prepaid Card Accounts created in the period - Time taken to create Prepaid Card Accounts from receipt of API from the Contracting Authority - Number of PINs issued via SMS in the period - Time taken to issue PINs from receipt of API from the Contracting Authority 	Monthly
3.	Downtime	<p>Details of planned and unplanned downtime for:</p> <ul style="list-style-type: none"> - Management Portal - Cardholder Portal - Prepaid Card Activation functionality 	Monthly
4.	API	<ul style="list-style-type: none"> - Number of API requests received from the Contracting Authority in the period - Time taken to issue a response to the Contracting Authority from receipt of API request 	Monthly
5	Stock Reporting	Volume of un-personalised Prepaid Cards held in stock at the end of the previous month.	Monthly
6	KPI Report (KPI1)	Delivery Partner to provide to the Contracting Authority a report on the Delivery Partner's performance against the KPI's stated in the Call-Off Contract.	Monthly

No.	Title	Service Delivery Information Required	Frequency
1.	Activation (MI2) (MI18)	- Number of Prepaid Card Accounts Activated - Number of Prepaid Card Accounts not Activated - Number of Prepaid Cards not activated by weeks 4, 8 and 12	Monthly
2.	Prepaid Card Accounts (MI3) (MI15) (MI17)	- Number of suspended Prepaid Card Accounts - Number of blocked Prepaid Card Accounts - Number of cancelled Prepaid Card Accounts	Monthly
3.	Prepaid Card Volumes (MI14) (MI16)	- Number of new Prepaid Cards issued - Number of Replacement Prepaid Cards issued	Monthly
4.	Prepaid Cards Reported as Lost/Stolen	- Volume of Prepaid Cards reported as lost/stolen	Monthly

- 10.4 The format and contents of reports shall be agreed and finalised between the Account Manager and Contracting Authority representative at least thirty (30) Business Days prior to the Call-Off Contract Commencement Date. **(KPI3)**
- 10.5 Following the agreement of standard monthly reports, from time to time the Delivery Partner may be required to produce ad hoc reports, for example to aid an investigation or for policy development purposes. The Delivery Partner shall provide additional reports as reasonably requested at no additional cost to the Contracting Authority. **(KPI4)**

11 KPIs

- 11.1 The Contracting Authority requires the Delivery Partner to fulfil their responsibilities under the Call-Off Contract in accordance with the agreed KPIs (see Appendix F) which will be subject to a service credit regime (see Section 13 – Service Credits). KPIs will be reviewed during monthly Contract Performance meetings.
- 11.2 The Delivery Partner shall monitor its performance against each KPI and shall send the Authority a report detailing the level of service achieved in order to verify the level of the performance by the Delivery Partner and the calculations of the amount of Service Credits for any specified Service Period. Any failings will be investigated, and where necessary, rectification plans put in place to improve service delivery (see Section 12 - Performance.)

- 11.3 Service Points and Service Credits shall accrue for any KPI Failure and shall be calculated (see Section 13 – Service Credits).

12 Performance

- 12.1 If the level of performance of the Delivery Partner during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Delivery Partner in respect of that Key Performance Indicator.
- 12.2 If the level of performance of the Delivery Partner during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Delivery Partner in respect of that Key Performance Indicator as set out in Paragraph 12.3.
- 12.3 The number of Service Points that shall accrue to the Delivery Partner in respect of a KPI Failure shall be the applicable number as set out in Appendix H depending on whether the KPI Failure is an Approaching Target, a Requires Improvement KPI Failure or an Inadequate KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of 12.5 shall apply.
- 12.4 If a KPI Failure occurs at 'Inadequate' level in respect of the same Key Performance Indicator in any two consecutive months, the second and any subsequent such KPI Failure shall be a **"Repeat KPI Failure"**.
- 12.5 Should a Repeat KPI failure be noted the Delivery Partner shall supply to the Authority a Remedial Plan (see Appendix G) within 10 working days of the request in addition to the applicable Service Credits. The Remedial Plan will include details of the KPI failure, the cause and impact of the failure, and steps to be taken to rectify the failure and to prevent any reoccurrence with timescales.
- 12.6 The Contracting Authority reserves the right to request a Remedial Plan for KPI failures which are impacting performance.

13 Service credits

Due to the nature and sensitivity of this Call-off Contract, there is an extreme reputational risk associated with failure to deliver on any of the Contracting Authorities requirements. The Delivery Partner will be responsible for any such failure arising from their poor performance and/or operational failure and will be required to compensate the Contracting Authority that has suffered as a result of delivery failure via the service credit regime.

- 13.1 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of Appendix H.
- 13.2 The Delivery Partner shall use the Management Information Reports to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period and shall inform the Authority of any applicable Service Credits.

For each Service Period (one month):

- (a) the Service Points accrued shall be converted to a percentage deduction from the Charges for the relevant Service Period on the basis of one point equating to a 0.5% (Service Credit Factor); and
- (b) the total Service Credits applicable for the Service Period shall be calculated on the basis of the following formula:

$$WSP = SP \times W$$

Where:

WSP is the Weighted Service Points for each individual Service Level for the relevant Service Period.

SP is the individual Service Points that have accrued for each Service Level for the relevant Service Period; and

W is the weighting of each individual Service Level (KPI's reported under Santiago Transparency Report will carry double the weighting of other KPI's)

Worked example

KPI 1 - Prepaid Card Delivery

Total volume of cards sent in reporting period = 35,000

Volume of cards sent out within 5 business days = 34,000

Performance = $(34,000 / 35,000) * 100 = 97.1\%$

97.1% equate to "Required Improvement" performance bracket

"Requires Improvement" equates to 2 Service Points

KPI 1 has a weighting of 10

Weighted Service Points = $2 * 10 = 20$

Service Credit Factor = 0.5

% of the Service Credit Cap applicable = $20 * 0.5 = 10$

Monthly Contract Charge = £172,000.00

Service Credit Cap = 10%

Financial Value of Service Credit Cap = $£172,000 * 10\% = £17,200.00$

Financial Value of KPI1 = $£17,200 * 10\% = £1,720.00$

13.3 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Delivery Partner shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in 13.2.

14 Contract Management

14.1 Contract Performance Review meetings:

14.1.1 Contract Performance Review meetings shall take place between the Contracting Authority and the Delivery Partner on a monthly basis. The meetings shall be chaired by the Contracting Authority representative, and the Account Manager will provide secretariat.

14.1.2 The agenda for the Contract Performance Review meetings will be provided by the Contracting Authority and shall include, but not be limited to; policy updates, procurement/contractual matters, operational review, quality review, finance review, KPI review, innovation and risk management.

- 14.1.3 The Contract Performance Review meetings shall (unless otherwise agreed):
- 14.1.3.1 Take place within ten (10) Business Days of the Management Information reports being issued by the Delivery Partner.
 - 14.1.3.2 Take place by telephone conference, video conference or at such a location and time as is reasonable within normal business hours as the Contracting Authority shall reasonably require.
 - 14.1.3.3 Be attended by at least the Account Manager and the Contracting Authority representative.
 - 14.1.3.4 The Account Manager shall circulate minutes of the Contract Performance review meeting to all attendees for approval within ten (10) Business Days of the meeting date.
 - 14.1.3.5 The Contracting Authority representative shall be entitled to raise any additional questions and/or request any further information at the Contract Performance review meetings.
 - 14.1.3.6 The Account Manager shall also attend and provide support to the Contracting Authority for any other ad hoc meetings that may be arranged from time to time during the Call-Off Contract Term.

Contract Performance Review Meeting Representation and Structure

Authority Members of Contract Performance Review meeting	Contracting Authority Contract Manager (Chairperson) Commercial Officer(s) Service Delivery Manager – Healthy Start
Delivery Partner Members of Contract Performance Review meeting	Key Client Development Manager Optional: Compliance
Start Date for Contract Performance Review meeting	August 2024
Frequency of Contract Performance Review meeting	Monthly
Location of Contract Performance Review meeting	By Video Conference or dial in or face to face

14.2 Quarterly Review Board (QRB) meetings

14.2.1 The Quarterly Review Board shall:

14.2.1.1 provide senior level guidance, leadership and strategy for the overall delivery of the Services.

14.2.1.2 be the point of escalation from the Contract Performance Review meetings; and

14.2.1.3 carry out the specific obligations attributed to it in Paragraph 14.2.2.

14.2.2 The Quarterly Review Board shall:

14.2.2.1 ensure that this Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Delivery Partner.

14.2.2.2 receive and review performance from the Delivery Partner on technology, service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;

14.2.2.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services; and

14.2.2.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Quarterly Review Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

Quarterly Review Board Representation and Structure

Authority members of Quarterly Review Board (QRB)	Contracting Authority Contract Manager (Chairperson) Senior Service Delivery Manager – Healthy Start Service Delivery Manager – Healthy Start Commercial Officer Senior Commercial Manager
Delivery Partner members of Quarterly Review Board	Key Client Development Manager Head of Client Development Optional: Compliance.
Start date for Quarterly Review Board meetings	October 2024
Frequency of Quarterly Review Board meetings	Quarterly
Location of Contract Performance Review meeting	By Video Conference or dial in or face to face

14.3 Risk Management

14.3.1 The Delivery Partner shall develop, operate, maintain, and amend, as agreed with the Authority, processes for:

14.3.1.1 the identification and management of risks;

14.3.1.2 the identification and management of issues; which shall be reviewed on a monthly basis within the Contract Management Review meeting.

14.4 Contract Variation

14.4.1 The parties may agree to modify the Call-Off Contract in any of the circumstances set out in Regulation 72 of the PCR 2015.

14.4.2 Subject to clause 14.4.1, no variation or modification to the Call-Off Contract is valid unless it is in writing and signed by the Contracting Authority and the Delivery Partner.

14.4.3 Where the Contracting Authority intends to modify the Call-Off Contract it shall be entitled to issue to the Delivery Partner in writing or, in case of urgency orally (provided the Contracting Authority confirms oral instructions in writing as soon as it is practicable), a variation order setting out the proposed modification or variation to the Call-Off Contract. As soon as practicable after receiving the variation order, the Delivery Partner shall confirm whether it is able to comply with the modification or variation and if so, confirm any change to the Price for the modification or variation. Where a mechanism for agreeing a price for the modification or variation has not been set out in the initial procurement documents, the Delivery Partner shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the NEPO Tender as detailed in Appendix 1 to Schedule 2 – Contract Particulars. A copy of the variation order can be found in Appendix I.

15 Dispute Resolution Procedure

15.1 If a dispute arises between the Contracting Authority and the Delivery Partner in connection with the Call-Off Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level (see Call off Terms and Conditions, D3- Dispute Resolution Procedure)

16 Efficiencies and Benefits

- 16.1 The Delivery Partner will be expected to work with the Contracting Authority to maximise the efficiencies and benefits associated with the use of Prepaid Card Accounts. Anticipated benefits include, but are not limited to, the following:
- Reduced costs to traditional methods
 - Reduced risk and full audit capabilities
 - Income generation through reclaiming of unspent funds
 - Streamlining of operations and resources
 - Improved customer service
 - Increased control, transparency and analysis
 - Improved security
 - Faster responsiveness in distributing of funds
 - Transferal of physical to Virtual Cards where applicable
 - Supporting the Personalisation Agenda
 - Support financial inclusion and bridges the gap between electronic payments for its users
 - Realtime monitoring functionality to support with the safeguarding of Cardholders and streamlining of operational activities
- 16.2 The Delivery Partner(s) will be expected to form strategic relationships with the Contracting Authority and communicate any appropriate market intelligence which may have an impact on their Prepaid Card Account operations.
- 16.3 The Delivery Partner(s) will be expected to inform the Contracting Authority of new technology and services available throughout the duration of the Call Off Contract. The Contracting Authority may also request reasonable changes to the service being offered in relation to new technology and/or government incentives. Any modifications will not be substantial within the meaning of Regulation 72(8) of the PCR 2015 (and it's amendments) and must be provided at no or minimal additional cost.

17 Subcontractors

- 17.1 The Delivery Partner shall not without the prior written consent of the Contracting Authority, assign all or any benefit, right or interest under the Call-Off Contract or sub-contract the provision of the Services. (See Call off Terms and Conditions, H5-Assignment, Sub-Contracting and Responsibility).

- 17.2 The Delivery Partner shall be fully responsible for all subcontractors employed to fulfil any portion of the obligations to the Contracting Authority, including the selection, management and assessment of subcontractors and provide to the Contracting Authority a list of subcontractors with a list of their activities. **(IP4)**

Technical Specification:

18 Automation and APIs

- 18.1 The Contracting Authority shall carry out the Know Your Customer (KYC) checks for the Cardholders. The Contracting Authority shall provide the Delivery Partner with all details necessary to issue a new Prepaid Card. **(CP1) (AA1)** The Delivery Partner shall also carry out a KYC check and immediately report any failures to the Contracting Authority. **(CP13)**
- 18.2 The Delivery Partner shall ensure that for each new Prepaid Card request: **(AA1)**
- 18.2.1 the request is automated **(CP2)**
 - 18.2.2 a new Prepaid Card Account is set up,
 - 18.2.3 a new Prepaid Card order is created,
 - 18.2.4 a response is sent to the Contracting Authority to show the outcome of the request. If the request is unsuccessful, the reason for failure shall be sent to the Contracting Authority, and
 - 18.2.5 the response sent to the Contracting Authority is received within five minutes of the request being sent.
- 18.3 The Delivery Partner shall provide an API for new Prepaid Card requests which shall meet the requirements at 18.2.
- 18.4 The Delivery Partner shall ensure that the Contracting Authority is able to check the status of a new Prepaid Card request after the request has been sent. **(AA2)**
- 18.5 The Delivery Partner shall ensure that for each payment request: **(AA3)**
- 18.5.1 the Loading of funds from the central account to the Prepaid Card Account is automated,

- 18.5.2 a response is sent to the Contracting Authority to show the outcome of the request. If the request is unsuccessful, the reason for failure shall be sent to the Contracting Authority, and
 - 18.5.3 the response sent to the Contracting Authority is received within five minutes of the request being sent.
- 18.6 The Delivery Partner shall provide an API for payment requests which shall meet the requirements at 18.5. **(AA3)**
- 18.7 The Delivery Partner shall ensure that the Contracting Authority is able to check the status of a payment request after the request has been sent. **(AA3)**
- 18.8 The Delivery Partner shall ensure that it is possible to retrieve the Prepaid Card balance, with authorised and pending transactions included. A real-time response shall be provided. **(AA4)**
- 18.9 The Delivery Partner shall ensure that for each update of Cardholder details request: **(AA5)**
- 18.9.1 the update of Cardholder name, address and contact details is automated **(RC6)**
 - 18.9.2 a response is sent to the Contracting Authority to show the outcome of the request. If the request is unsuccessful, the reason for failure shall be sent to the Contracting Authority, and
 - 18.9.3 the response sent to the Contracting Authority is received within five minutes of the request being sent.
- 18.10 The Delivery Partner shall provide an API for the update of Cardholder details requests which shall meet the requirements at 18.9. **(AA5)**
- 18.11 The Delivery Partner shall ensure that for each Replacement Prepaid Card request: **(AA6)**
- 18.11.1 the request is automated,
 - 18.11.2 a response is sent to the Contracting Authority to show the outcome of the request. If the request is unsuccessful, the reason for failure shall be sent to the Contracting Authority, and
 - 18.11.3 the response sent to the Contracting Authority is received within five minutes of the request being sent.

- 18.12 The Delivery Partner shall provide an API for the Replacement Prepaid Card requests which shall meet the requirements at 18.11. **(AA6)**
- 18.13 The Delivery Partner should ensure that for each Prepaid Card expiry date retrieval request: **(AA7)**
- 18.13.1 the request is automated,
 - 18.13.2 the response sent to the Contracting Authority is received within two hours of the request being sent.
- 18.14 The Delivery Partner should provide an API for the Prepaid Card expiry date requests which should meet the requirements at 18.13. **(AA7)**
- 18.15 The Delivery Partner shall provide fully tested and documented APIs for the Contracting Authority to consume.
- 18.16 The Delivery Partner shall provide a functional, non-production test environment where full integration and end to end testing can be completed.

19 Prepaid Card Provision

- 19.1 The Delivery Partner shall ensure that the Prepaid Cards:
- 19.1.1 are manufactured to SO/IEC 7810 ID-1 international standard,
 - 19.1.2 conform to Payment Card Industry Data Security Standard (PCI-DSS),
 - 19.1.3 printed using a four-colour process throughout plus two spot colours,
 - 19.1.4 are 810 micron ISO PVC chip cards,
 - 19.1.5 have a Hico 12.7mm three track black magnetic tape,
 - 19.1.6 have a blocked signature panel,
 - 19.1.7 have a hologram with an approved micro-chip capable of contact and contactless transactions,
 - 19.1.8 are branded to the Contracting Authority's specification using images and words (see Appendix B), and **(CP10)**
 - 19.1.9 have FCA supplier terms and conditions printed on the reverse.
- 19.2 The Delivery Partner shall ensure that for each successful new Prepaid Card request:

- 19.2.1 a Prepaid Card is personalised to the Cardholder, encoded, matched and fulfilled, and dispatched within five Business Days of receiving the request **(CP3) (SA11)**
 - 19.2.2 posted via Royal Mail Mailmark Business post **(CP6)**
 - 19.2.3 funds can be added to the new Prepaid Card on the same day that the new Prepaid Card request is received **(CP4)**
 - 19.2.4 where a mobile telephone number is present, issue a PIN to the Cardholder via an SMS message for each new Prepaid Card issued within two hours of the Prepaid Card Account being created,
 - 19.2.5 where a mobile telephone number is not present, issue a PIN via Hydalam Laser PIN Mailer, and **(SA11)**
 - 19.2.6 there is a limit to the number of payments that can added to the Prepaid Card each week. This limit shall be set to four payments per seven-day period and shall be able to be amended by the Contracting Authority. **(CP5)**
- 19.3 The Delivery Partner shall ensure that each new Prepaid Card and each Replacement Prepaid Card is issued with the approved literature stating the terms and conditions of the use of the Prepaid Card and other messaging. **(CU16)**
- 19.4 The literature in 19.3 shall be able to be updated/amended within timeframes agreed between the Delivery Partner and the Contracting Authority and at no additional cost to the Contracting Authority. **(CP12) (CU17)**
- 19.5 The Delivery Partner shall provide an automated service for a Cardholder to Activate an issued Prepaid Card and access Prepaid Card services. The Delivery Partner shall not charge the Cardholder for this service. Activation shall be available for the Cardholders via telephone. **(CP7)**
- 19.6 The service at 19.5 shall be available 24 hours a day, 365 days a year. **(CP7)**
- 19.7 The Delivery Partner shall provide an alternative activation method for Cardholders without computer or smartphone access. **(CP9)**
- 19.8 The Delivery Partner may ensure that a Prepaid Card can be Activated by a Cardholder without strong English language or digital literacy skills. **(CP8)**
- 19.9 The Delivery Partner shall issue a PIN to the Cardholder where a PIN request is received from the Contracting Authority via API and/or SFTP.

19.10 The Delivery Partner shall, where required, issue a printed PIN via Hydalam Laser PIN Mailer.

20 Prepaid Card Use

20.1 The Delivery Partner shall ensure that:

- 20.1.1 the lower age limit for a Cardholder is 16 years old **(CU1)**
- 20.1.2 use of Prepaid Cards can be restricted to a list of approved Merchant Category Codes (MCC) provided by the Contracting Authority **(CU2)**
- 20.1.3 the approved list of MCC can be amended at the request of the Contracting Authority within 3 Business Days and at no additional cost to the Contracting Authority **(CU3)**
- 20.1.4 Prepaid Cards can be used at POS terminals in both contactless and CHIP & PIN modes **(CU4)**
- 20.1.5 Prepaid Cards are capable of use at all POS terminals capable of processing Visa and Mastercard **(CU6)**
- 20.1.6 transactions can only take place in the UK and are in pounds sterling, attempts to make transactions in other currencies, the Republic of Ireland or overseas will be prevented. The parties agree and acknowledge that the Delivery Partner does not have control over forced or offline transactions so these cannot be prevented **(CU9) (CU10)**
- 20.1.7 only Card Present Transactions can take place, Card not Present Transactions are prevented. The Cardholder shall be prevented from using the Prepaid Card for offline, online and telephone transactions **(CU8)**
- 20.1.8 transactions are within the available balance of the Prepaid Card. The parties agree and acknowledge that the Delivery Partner does not have control over forced or offline transactions so these cannot be prevented **(CU7)**
- 20.1.9 a payment limit of £45.00 will be applied to contactless transactions, and shall be able to be changed at the request of the Contracting Authority. Upon request for payment limit change, the Delivery Partner shall issue a quotation to Contracting Authority for acceptance. **(CU5)**
- 20.1.10 funds cannot be added by the Cardholder or any other party apart from the Contracting Authority **(CU11)**
- 20.1.11 there is an upper limit to the load value per Prepaid Card at any one time, in line with FCA and PRA regulations and shall not exceed the maximum load level set by the Contracting Authority
- 20.1.12 the Cardholder is not able to transfer funds from the Prepaid Card to any other account, nor set up any Direct Debits or Standing Orders **(CU12)**

- 20.1.13 the Cardholder is prevented from making cash withdrawals as a default, with the ability to allow for individual Cardholders, where approved by the Contracting Authority **(CU13)**
 - 20.1.14 the Cardholder is prevented from making cash-back transactions as a default, with the ability to allow for individual Cardholders, where approved by the Contracting Authority **(CU13)**
 - 20.1.15 the Cardholder can be refunded the value of any transactions **(CU14)**
 - 20.1.16 the Cardholder can be refunded any losses that occur after a Prepaid Card is properly reported as lost or stolen, where the Contracting Authority has deemed the loss to be genuine **(CU15)**
 - 20.1.17 funds can be loaded to a Prepaid Card with any status, other than expired or closed, and **(RC3)**
 - 20.1.18 transactions can only take place once the Cardholder has Activated their Prepaid Card.
- 20.2 The Delivery Partner shall ensure that there is a method of allowing online transactions for individual Cardholders, where approved by the Contracting Authority.
- 20.3 The Delivery Partner shall provide a Cardholder Portal or access to synchronous APIs which would allow a portal to be created. As a minimum the portal should:
- 20.3.1 be available for the latest versions of Google Chrome, Apple Safari, Mozilla Firefox, Microsoft Edge, and Internet Explorer **(CU19)**
 - 20.3.2 include a secure login process **(CU21)**
 - 20.3.3 allow the Cardholder to check their Prepaid Card balance **(CU19)**
 - 20.3.4 allow the Cardholder to view their transactions**(CU22)**
 - 20.3.5 allow the Cardholder to block their Prepaid Card but prevents them from unblocking their Prepaid Card **(CU23)**
 - 20.3.6 allow the Cardholder to report their Prepaid Card lost, stolen or damaged and to order a Replacement Prepaid Card **(CU26)**
 - 20.3.7 not allow the Cardholder to amend their details, nor load funds to their Prepaid Card **(CU28) (RC12)**
 - 20.3.8 have the functionality to accommodate audio and visual impairments which complies with the government's "Digital by Default" service standards. The Cardholder Portal shall be AA accessibility compliant as defined by the W3C Web Content Accessibility guidelines (WCAG) 2.1, and **(A1)**
 - 20.3.9 allow the Cardholder to request a reminder of their Prepaid Card PIN.
- 20.4 The Cardholder Portal should be able to be branded with Healthy Start Scheme approved images and words. **(CU24)**

20.5 The Delivery Partner shall provide Management Information (MI) on the use of the Cardholder Portal.

21 Customer Service

21.1 The Delivery Partner shall ensure that there is an automated telephone service to allow a Cardholder to block a lost or stolen card. This service shall be available 24 hours a day, 365 days a year. **(RC1)**

22 Replacement Prepaid Cards and Updating Details

22.1 The Delivery Partner shall ensure that where a Prepaid Card is reported as lost or stolen:

22.1.1 a Replacement Prepaid Card is issued within five Business Days, and **(RC2)**

22.1.2 a Replacement Prepaid Card can be issued within five Business Days where the Contracting Authority has amended details.

22.2 The Delivery Partner shall ensure that the Cardholder is unable to amend their name, address or email address details by any means other than via the Contracting Authority. **(RC12)**

22.3 The Delivery Partner shall ensure that a Replacement Prepaid Card is sent to a Cardholders four weeks before the Prepaid Card is due to expire where the Prepaid Card status is not closed.

23 Service Availability

23.1 The Delivery Partner shall provide and maintain a maintenance schedule for all permitted maintenance. **(SA1)**

23.2 The Delivery Partner shall ensure that as a minimum they can provide:

23.2.1 an API that can return a response to the Contracting Authority within 500 milliseconds **(SA2)**

23.2.2 an API that can support 25 requests per second **(SA3)**

- 23.2.3 a service that can support creation of up to 996,000 Cardholders **(SA4)**
- 23.2.4 a Management Portal for the Contracting Authority's use, which is available at all times other than downtime for planned/routine maintenance **(SA9)**
- 23.2.5 a service that can issue Prepaid Cards and post PINs within 5 working days following receipt of batch data files from the Contracting Authority via API and/or SFTP request, and **(SA11)**
- 23.2.6 a PIN Activation service and means of debiting spent funds, which is fully operational 24 hours a day, 365 days a year. **(SA8)**

24 Service Support and Training

- 24.1 The Delivery Partner shall provide a customer service contact number for the Contracting Authority to call. Service shall be available between the hours of 08:00 and 18:00 Monday to Friday and 09.00 and 12.00 Saturday.
- 24.2 The Delivery Partner shall have a resolution process with regards to failed uploads requested by the Contracting Authority and a process for Cardholder Prepaid Account and Prepaid Card issues. **(SA12)**
- 24.3 The Delivery Partner shall provide training to the Contracting Authority staff if there are changes to the Management Portal during the Call-Off Contract Term.
- 24.4 Training and any training materials shall be provided in compliance with the Equality Act 2010.
- 24.5 The Delivery Partner shall provide an incident management process which includes a 24-hour support ticketing system and phone number and escalation point for the Contracting Authority. **(SA5)**
- 24.6 Where a ticket is raised in 24.5, the Delivery Partner shall send a response and resolution timeframe to the Contracting Authority in accordance with Appendix E. **(SA6)**
- 24.7 Following resolution of a ticket raised in 24.5, the Delivery Partner should provide the Contracting Authority with an explanation for why the incident occurred and mitigating action taken within 10 Business Days of resolution of the incident. **(SA7)**

25 Central Account Funding and Financial Controls

- 25.1 The Delivery Partner shall ensure that there is a central account in place to provide payment to Cardholders. All funds held in this account and in individual Cardholder accounts shall be legally owned by the Sponsor. **(CA1)**
- 25.2 The Delivery Partner shall ensure that funds in the central account are held within the territorial limits of the UK.
- 25.3 The Delivery Partner shall provide a Management Portal to enable the Contracting Authority to view the balance of funds held in the central account, and any pending transactions. **(CA2)**
- 25.4 The Delivery Partner shall communicate regularly with the Contracting Authority to optimise the level of funds held in the central account. **(CA3)**
- 25.5 The Contracting Authority will ensure funds are paid to the central account via BACS in regular cycles to maintain a sufficient level of funds available to transfer to Cardholders' Prepaid Card Accounts. **(CA4)**
- 25.6 The Delivery Partner shall ensure payments are automated and Prepaid Card Accounts are credited within a timeframe as agreed with the Contracting Authority, providing sufficient funds are held in the central account.
- 25.7 The Delivery Partner shall provide a facility to top up Prepaid Card Accounts via Electronic Funds Transfer (EFT) if required by the Contracting Authority.
- 25.8 The Delivery Partner shall provide a means for the return of funds, only at the request of the Contracting Authority:
- 25.8.1 from individual Prepaid Cards to the central account, regardless of the status of the Prepaid Card, and **(RC4) (CA5)**
 - 25.8.2 from the central account to the Sponsor's account. **(CA5)**
- 25.9 The Delivery Partner shall provide a monthly reconciliation report which includes at a minimum:
- 25.9.1 the balance held in the central account at the end of the previous month,
 - 25.9.2 the balance of unspent money on Prepaid Card Accounts at the end of the previous month,

- 25.9.3 funds added to and returned from the central account during the previous month,
- 25.9.4 funds transferred to Prepaid Card Accounts during the previous month, and
- 25.9.5 the total of any money spent and return of funds from Prepaid Cards during the previous month. **(CA6)**

25.10 To enable the Contracting Authority to identify spend by the Devolved Administrations, the Delivery Partner shall provide a report of funds spent from Prepaid Cards in each UK country within a specified period. This report shall detail all transaction data (Prepaid Card loads and redeemed funds are essential) and be reported to full postcode level. **(CA7)**

26 Anti-Fraud Measures

29.1 To help prevent fraud and misuse of the Prepaid Cards, the Delivery Partner shall:

- 26.1.1 prevent unauthorised access to the Management Portal **(AF1)**
- 26.1.2 prevent unauthorised access to APIs **(AF2)**
- 26.1.3 immediately inform the Contracting Authority of all suspected Fraudulent Activity or security breaches **(AF3) (AF8)**
- 26.1.4 immediately freeze a Prepaid Card and Prepaid Card Account via API and the Management Portal at the request of the Contracting Authority **(AF4) (AF8) (AF9)**
- 26.1.5 adhere to all UK financial related governance and Law **(AF5)**
- 26.1.6 implement a system which is fully auditable and ensure all transactions and account activity are logged with the date, time and user ID **(AF6)**
- 26.1.7 provide the Contracting Authority with reports with details of lost/stolen Prepaid Cards, security breaches, and suspected Fraudulent Activity, theft, and misuse of Prepaid Cards, including any associated monetary value **(AF7)**
- 26.1.8 support investigations into security breaches and suspected Fraudulent Activity and, at the request of the Contracting Authority, provide a written report within 5 Business Days or such other time as agreed with the Contracting Authority, and **(AF10)**
- 26.1.9 notify the Contracting Authority where records are rejected as duplicate records with meaningful error messages. **(MI1)**

26.2 The Contracting Authority shall not be liable for any transactions which occur subsequent to the reported Fraudulent Activity or security breach and/or any losses

incurred as a result of the Delivery Partner breaching its security obligations.
(AF11)

- 26.3 The Contracting Authority shall notify the Delivery Partner in writing within 24 hours where a Cardholder reports a loss or suspected Fraudulent Activity, which is considered to be related to the Delivery Partner's system(s). **(AF12)**
- 26.4 The Delivery Partner should notify the Contracting Authority of any innovations, new features or changes that would reduce or eliminate Fraudulent Activity and error within the service. **(AF13)**
- 26.5 The Delivery Partner shall provide the Contracting Authority with a list of all charge backs recovered on a monthly basis. **(AF14)**

27 UK GDPR, Data Security and Retention

- 27.1 The Delivery Partner shall ensure that throughout the Call-Off Contract Term:
- 27.1.1 the Contracting Authority's data is kept secure at all times **(DS1)**
 - 27.1.2 Payment Card Industry Data Security Standard (PCI DSS) is maintained **(DS1)**
 - 27.1.3 provide the Contracting Authority with evidence of their compliance with PCI DSS requirements on an annual basis **(DS2)**
 - 27.1.4 adequate policies and procedures are created, maintained and enforced to investigate breaches, suspected Fraudulent Activity and misuse of Prepaid Cards **(DS3)**
 - 27.1.5 confidential information is retained for no longer than seven years following closure of a Prepaid Card Account. If the account has been subject to a regulatory investigation, confidential information can be retained for 10 years. **(DS4)**
 - 27.1.6 all processing and storage of personal data is based in the UK **(DS5)**
 - 27.1.7 all personal identifiable and transactional information/data is protected to maintain confidentiality, integrity and availability **(DS7)**
 - 27.1.8 they comply with NCSC's Cloud Security Principles, the latest version of NCSC's Offline Backup Guidance and provide evidence of such compliance **(DS9)**
 - 27.1.9 any Cardholder Portal has Multi Factor Authentication (MFA) functionality, and **(DS11)**

- 27.1.10 all its staff have, as a minimum, Baseline Personnel Security Standard (BPSS) vetting. **(DS8)**
- 27.2 The Delivery Partner shall be certified to ISO27001 by a UKAS accredited body, or be able to evidence compliance with the controls specified in ISO27001 Annex A. **(DS6)**
- 27.3 The Delivery Partner shall ensure that any third-party subcontracted to deliver any part of the service also complies with the requirements in this part 27.
- 27.4 The Delivery Partner shall provide an Information Security Management System (ISMS) and Security Management Plan which is acceptable to the Contracting Authority.
- 27.5 The Delivery Partner must comply with Data Protection Legislation and UK GDPR and demonstrate that compliance via, as a minimum:
- 27.5.1 promptly assisting the Contracting Authority with any Data Subject Rights requests regarding the data processed or held by the Delivery Partner
 - 27.5.2 co-operating with the Contracting Authority with the completion of any Data Protection Impact Assessment regarding the Healthy Start Scheme, including the completion of any third-party elements of the assessment
 - 27.5.3 having a clear process for reporting and investigating breaches of Data Protection Legislation
 - 27.5.4 co-operating with the Contracting Authority and/or any statutory body regarding any audits carried out regarding the scheme or the data processed as part of the scheme
 - 27.5.5 provide the Contracting Authority with a copy of their UK GDPR compliant Privacy Notice including a link to where it is published, and
 - 27.5.6 Notify the Contracting Authority of any changes to their UK GDPR compliant Privacy Notice as and when they occur.

28 Management Portal

- 28.1 The Delivery Partner shall provide a Management Portal that:
- 28.1.1 is password protected,
 - 28.1.2 has https and ssl encryption,
 - 28.1.3 has the capacity to allow all authorised users simultaneous, uninterrupted access and use,
 - 28.1.4 provides appropriate user authentication that allows the Contracting Authority to control, segregate, and limit user privileges **(MP1)**
 - 28.1.5 allows the Contracting Authority to allocate login credentials on an individual basis and specify the functions that users are allowed to access **(MP2)**
 - 28.1.6 allows a user with the appropriate authority to block spend from a Prepaid Card, and to unblock a Prepaid Card **(MP3)**
 - 28.1.7 allows a user with the appropriate authority to refund part of or all the funds on a Prepaid Card to the central account, regardless of Prepaid Card status **(MP4)**
 - 28.1.8 prevents a user from setting up a new Prepaid Card Account – this shall only be possible via an API **(MP5)**
 - 28.1.9 allows a user with the appropriate authority to disable/enable the function which allows payments to be Loaded to a Prepaid Card **(MP6)**
 - 28.1.10 allows a user with the appropriate authority to view the central account fund levels and transactions **(CA2) (MP7)**
 - 28.1.11 allows a user with the appropriate authority to view all transactions on an individual Prepaid Card **(MP8)**
 - 28.1.12 allows a user with the appropriate authority to download the result of a query on the central account or an individual Prepaid Card to a CSV file, including date, value, MCG and MCC **(MP9) (MP10)**
 - 28.1.13 allows a user with the appropriate authority to identify and view Prepaid Card Accounts where Fraudulent Activity is suspected **(MP11)**
 - 28.1.14 allows a user with the appropriate authority to identify and view Prepaid Card Accounts that meet the following criteria:
 - no transactions within a specified period **(MP12)**
 - funds above a specified level **(MP12)**
 - transactions above a specified value **(MP12)**
 - Prepaid Cards that have an expiry date within the next 60 calendar days **(RC9)**
 - attempted spend at a blocked MCC **(MP12)**
 - 28.1.15 allows a user with the appropriate authority to create, view and download a report of spend from Prepaid Cards based on the Cardholders' full postcode within a specified date range, and **(MP13)**
 - 28.1.16 allows a user with the appropriate authority to Activate an individual Prepaid Card.

28.2 The Delivery Partner shall provide sufficient licences to the Contracting Authority to use the Management Portal.

29 Relationship Management and Invoicing

29.1 The Delivery Partner shall provide details of who manages the contract including their name, job title and contact details.

29.2 The Delivery Partner shall give notice in writing to the Contracting Authority of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Delivery Partner shall give maximum possible notice to the Contracting Authority before changing its Contract Manager.

29.3 The Charges associated with providing the Service shall be charged as per Schedule 1 Pricing Schedule.

29.4 Consolidated invoices shall be submitted on a monthly basis to the Contracting Authority's Accounts Payable team.

29.5 Payment terms shall be BACS with 30 day credit terms following receipt of an accepted, consolidated invoice per purchase order number.

29.6 Charges shall be calculated using the fixed price mechanism applicable for each unit charge for each product multiplied by the volume provided during each Service Period.

30 Innovation and Regulation

30.1 The Delivery Partner shall notify the Contracting Authority of new features or changes which need to be implemented due to regulatory changes.

30.2 The Delivery Partner shall have the ability to identify and make changes for future improvements to the service.

30.3 The Delivery Partner shall consult the Contracting Authority regarding any changes they intend to make to their systems or processes before they are implemented, with

timescales, and where necessary, provide a roll-back of system(s) within 4 hours.
(SA10)

- 30.4 The Delivery Partner shall be authorised and regulated by the FCA and/or the PRA (as applicable) to deliver the services throughout the Call-Off Contract Term.
- 30.5 The Delivery Partner shall notify the Contracting Authority within 24 hours following the loss of authorisation and/or regulation by the FCA or the PRA.

31 Exit Management

- 31.1 The Delivery Partner shall provide Exit Information twelve months prior to the expiry of this Call-Off Contract, the Delivery Partner(s) and Contracting Authorities will put in place an exit strategy outlining how activities will be managed and reported for the remainder of the Call-Off Contract until expiry. This will include as a minimum roles and responsibilities, timeframes as well as a communication plan to Cardholders.
- 31.2 Should a Contracting Authority move their Prepaid Card operations to a new provider, the Delivery Partner(s) must ensure the exit and migration is dealt with professionally and at minimum disruption to the Contracting Authority or Cardholders.
- 31.3 The Delivery Partner shall work with the Contracting Authority to minimise surplus stock in the event of changes to the Prepaid Card design and/or exit of the Call-Off Contract.

Appendix A: Volumetric Data

Month	Estimated Number of Prepaid Cards to be Created
March 2023	23,665*
April 2023	18,502*
May 2023	18,590*
June 2023	18,113*
July 2023	19,418*
August 2023	18,515*
September 2023	18,841*
October 2023	16,303
November 2023	16,203
December 2023	16,093
January 2024	15,973
February 2024	15,842
March 2024	15,701
April 2024	17,336
May 2024	17,261
June 2024	17,198
July 2024	17,118
August 2024	17,038
September 2024	20,664
October 2024	62,066
November 2024	77,019
December 2024	56,018
January 2025	64,311
February 2025	55,249
March 2025	63,536
April 2025	39,235
May 2025	30,000
June 2025	27,578
July 2025	28,472

*Actual volumes from data available

Appendix B: Card Specification

Prepaid Card Requirements

Reference	Product Description	UOM	Size	Components	Material	Printing	Numbering / Barcode	Finishing
HSPP1	HSPP 1 Healthy Start Prepaid Card per pack	1	810 micron ISO PVC chip	Healthy Start Prepaid Card with a Hico 12.7mm 3 track black magnetic tape, blocked signature panel, Hologram with an approved micro- chip capable of contact and contactless transactions.		4 colour process throughout plus 2 spot colours	Emboss or DOD (Drop on Demand) personalisation of card number and Beneficiary name, encoding of chip and magnetic strip.	Match and mount to carrier sheet and enclose

Sample Prepaid Card Artwork



Personalisation Data Scheme

Field name	xml name	Condition	Result if Condition not met
Name	<Surname>	Alpha only Allowable characters to conform to ISO 8859-1 (see Addendum 1) No special characters except apostrophe, hyphen, full stop and space 40 characters maximum, including spaces.	Reads both the EMBOSSSED_1 and EMBOSSSED_2 data (forename and surname) and concatenates the values with a dividing space. If the resulting length of the combined fields is longer than 19 chars, the forename is initialised. If the resulting string is still longer than 19 chars, then the result is truncated to 19 chars.
Given names	<Firstname>	Alpha only Allowable characters to conform to ISO 8859-1 (see Addendum 1) No special characters except apostrophe, hyphen, full stop and space 40 characters maximum, including spaces.	
Personal identification number	<Pin>	Checks the first 6 digits are "FF1316".	Rejects the record
Identification number of the card	<CardNo>	The card number format is checked to be 4numbers + space + 4numbers + space + 4numbers + space + 4numbers. The card number is saved for checking by other validation methods.	Rejects the record
Expiry date	<Expirydate>	Format of expiry date is validated to be 'MM/yy' (Month / year)	Rejects the record

PREPAID CARD PRINTING REQUIREMENTS

Prepaid Card design - Front

Title	Font	Size	Sample
Branding	Frutiger Lt Std 65 Bold	21pt	Healthy Start
Identification number of the Healthy Start Prepaid Card:	Frutiger Lt Std 65 Bold	8pt	1234 5678 9101 1121
Exp End	Frutiger Lt Std 65 Bold	6pt	01/20
Firstname	Frutiger Lt Std 65 Bold	6pt	MICKEY
Surname	Frutiger Lt Std 65 Bold	6pt	MOUSE



Card design - Reverse

Text Line 1	Frutiger Lt Std 65 Bold	8pt	(TBC)
Text Line 2	Frutiger Lt Std 65 Bold	8pt	(TBC)
Text Line 3	Frutiger Lt Std 65 Bold	8pt	(TBC)

Appendix C: Sample Literature

Sample literature provided for illustration only: final versions will be shared for use.

Carrier letter

<div data-bbox="846 352 965 400"></div> <div data-bbox="286 437 448 512"><p>First name Last name Address Address Postcode</p></div> <div data-bbox="286 539 403 560"><p>Client ID: XXXX</p></div> <div data-bbox="645 421 965 587"><p>For advice in other languages Interpreter → ☎ +44 (0)191 218 1999 say which language you need.</p><p>This call will be charged at a local rate.</p><p>We can also provide documents in large print and braille on request</p></div> <div data-bbox="286 628 698 651"><h4>Your new NHS Healthy Start prepaid card</h4></div> <div data-bbox="286 671 943 692"><p>You recently applied for an NHS Healthy Start prepaid card. Your card is attached to this letter.</p></div> <div data-bbox="286 703 943 724"><p>Your NHS Healthy Start payments will be automatically loaded onto this card every four weeks.</p></div> <div data-bbox="286 735 943 794"><p>To activate your card, call our automated service on 0300 330 2090. Lines are open 24 hours a day, seven days a week. Your call will be charged at a local rate. You'll need your:</p></div> <div data-bbox="309 804 712 863"><ul style="list-style-type: none">• Client ID. Your client ID is <i>ClientID</i>• 16-digit card number which is on the front of your card• Date of birth</div> <div data-bbox="286 874 943 959"><p>The first time you use your card, you must enter it into the card reader and enter your PIN, or it won't work. You'll be able to use the contactless function after that. You'll be given your four-digit PIN for your card over the phone when you call us to activate your card.</p></div> <div data-bbox="286 970 943 1007"><p>Sign the back of your card, then you're ready to start using it. You can also show your card to collect free Healthy Start vitamins.</p></div> <div data-bbox="286 1018 801 1038"><p>Further information is available on our website www.healthystart.nhs.uk</p></div> <div data-bbox="286 1070 629 1241"><p>Important! Make a note of your client ID – you'll need this if you need to get in touch with us.</p><p>You must activate your card before you use it, or it won't work.</p></div> <div data-bbox="645 1070 936 1241"></div> <div data-bbox="741 1262 943 1310"><p>Turn over to learn more </p></div>	<div data-bbox="1055 352 1397 373"><h4>Terms and conditions of using the card</h4></div> <div data-bbox="1055 384 1211 405"><h5>Can I go overdrawn?</h5></div> <div data-bbox="1055 416 1733 475"><p>Your card is a prepaid card, which means that you can only spend available funds on the card. If for any reason a transaction is processed that exceeds your available funds, your card may be blocked, and the card provider may require you to repay the amount owing immediately.</p></div> <div data-bbox="1055 485 1285 505"><h5>How long is my card valid for?</h5></div> <div data-bbox="1055 517 1644 553"><p>The card is valid until the expiry date shown on the front of your card. Your card will be automatically replaced when it expires.</p></div> <div data-bbox="1055 564 1375 585"><h5>How long do I have to spend my payment?</h5></div> <div data-bbox="1055 596 1711 649"><p>Money will be loaded to the card every four weeks and remains on your card for 16 weeks. You must activate and spend the money on your card within 16 weeks. Any unused balance will be reclaimed back to NHS Healthy Start after 16 weeks.</p></div> <div data-bbox="1055 660 1599 681"><h5>Can I get my funds back if I want to cancel the card or no longer need it?</h5></div> <div data-bbox="1055 692 1733 767"><p>If you no longer want to be a beneficiary of the NHS Healthy Start scheme, you must contact us. If you become ineligible for the NHS Healthy Start scheme, your prepaid card will no longer be topped up with your benefit. We will write to you if you become ineligible for the scheme. If your card is cancelled, the funds on your card will be returned to NHS Healthy Start.</p></div> <div data-bbox="1055 778 1352 799"><h5>If your card gets lost, stolen or damaged</h5></div> <div data-bbox="1055 810 1733 904"><p>You must contact us straight away to report this by calling 0300 330 2090. You'll need to provide your client ID which is on the front of this letter. A lost or stolen card will be immediately blocked so that no one else can use it. Any transactions made before your card is reported as lost or stolen will be charged to your account. Fraudulent transactions made via contactless will be charged to your account and cannot be refunded.</p></div> <div data-bbox="1055 916 1733 975"><p>Once you have reported any unauthorised transactions, we'll investigate this for you, and the card may be refunded. We may also cancel and replace your card for security reasons. Your remaining balance will be transferred to your new card.</p></div> <div data-bbox="1055 986 1420 1007"><h5>Your personal information and privacy protection</h5></div> <div data-bbox="1055 1018 1733 1070"><p>We safeguard your information in accordance with our Privacy Policy and applicable law. For more information refer to our website www.nhsbsa.nhs.uk/our-policies/privacy/healthy-start-privacynotice or our card provider's website www.allpay.net/privacy</p></div> <div data-bbox="1055 1082 1189 1102"><h5>PIN Best Practice</h5></div> <div data-bbox="1077 1114 1733 1315"><ul style="list-style-type: none">• Never share your PIN with anyone.• Select a PIN that cannot be easily guessed. Do not use birth date or partial account numbers and try to avoid using sequential numbers like 1234, or repeated numbers like 1111.• Memorise your PIN. Do not write your PIN down on your card or keep it on a piece of paper with your card.• Do not use your PIN as a password for other bank services.• Do not use the same PIN for all of your cards.• Be aware of others nearby when entering your PIN at a point of sale or ATM.• Check your transactions regularly for unfamiliar transactions.</div> <div data-bbox="1055 1331 1733 1378"><p><small>The allpay prepaid card is issued by allpay Ltd pursuant to license by Mastercard International Incorporated. allpay Ltd is a company regulated by the Financial Conduct Authority (FRN 900539) for the issuance of electronic money. Head office and registered address: Farts at Fids, Whitestone Business Park, Whitestone Hereford, Herefordshire, HR3 3SE (Company No 02933191). Mastercard® is a registered trademark of Mastercard International Incorporated</small></p></div>
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“Using your card” leaflet

How to get in touch

Call **0300 330 2090** to:

- activate your card
- get your PIN
- check your balance
- report your card as lost or stolen

This is an automated service available 24 hours a day, 7 days a week.

If your card isn't working in store, check that:

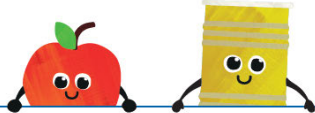
- you have activated your card
- you have entered your card into the card reader and entered your PIN before attempting to use contactless payments
- you are using the right PIN
- you have enough balance on your card to cover the transaction
- the retailer accepts Mastercard® payments
- the items you are purchasing are eligible NHS Healthy Start items

For help, advice, or if you need an interpreter, call **0300 330 7010** or email healthystart@nhsbsa.nhs.uk

All calls are charged at a local rate.

Find out more about the scheme at: www.healthystart.nhs.uk

Follow us on Facebook and Twitter: [@NHSHealthyStart](https://www.facebook.com/NHSHealthyStart)



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Shopping with your NHS Healthy Start card

Where to shop

You can use your NHS Healthy Start card in most places that sell milk, infant formula, fruit and vegetables and accept Mastercard®.

If you try to use your card anywhere else, the card will be declined. You cannot use your card online.

What you can buy

You can use your card to buy:

- fresh, frozen or tinned fruit and vegetables
- plain cow's milk – this can be pasteurised, sterilised, long-life or ultra-heat treated (UHT)
- fresh, dried or tinned pulses
- infant formula based on cow's milk – this should be suitable from birth

Find out more about what you can buy by scanning the QR code or at www.healthystart.nhs.uk/what-you-should-buy



Shopping with your card

The first time you shop with your card, you'll need to enter it into the card reader and use your PIN. After that, you can make contactless payments up to £45. You must have enough balance on your card to cover the transaction.

If you are buying NHS Healthy Start items alongside the rest of your shopping, you may be able to split payments between your NHS Healthy Start card and your normal bank card or cash. Some shops will need to do this as separate transactions.

At self-checkout machines you can only split payments between your NHS Healthy Start card and cash, not another bank card.

Collect free Healthy Start vitamins

You can also collect free Healthy Start vitamins by showing your NHS Healthy Start card. You do not need to pay for the vitamins and no money or details from your card should be taken. You can get:

- vitamin drops for children up to four years old
- women's vitamins for those who are pregnant or have a baby under one.



If you live in England, find your nearest Healthy Start vitamins provider at www.healthystart.nhs.uk/vitamins-locations

If you live in Wales, ask your midwife or health visitor where to get your free vitamins.

If you live in Northern Ireland, we will send you a letter explaining how to request your free vitamins.

How to use your NHS Healthy Start card

Activating your card

Your card will come loaded with your first payment. Before you can use your card, you'll need to activate it by calling **0300 330 2090**. You'll need your card number, date of birth and client ID - this is on the letter that came with your card so keep it somewhere safe.

Look after your card – it'll be topped up with a new payment every four weeks.

Using contactless payments

After the first time you've used your card by putting it into the card reader, you can make contactless payments up to £45.

For extra security, you may sometimes be asked to insert your card into a card reader and enter your PIN to make a transaction. If your card is declined when you're trying to make a contactless payment, try inserting it into the card reader.

Checking your balance

You can check your balance at an ATM or by calling **0300 330 2090**. This is an automated service available 24 hours a day, seven days a week.

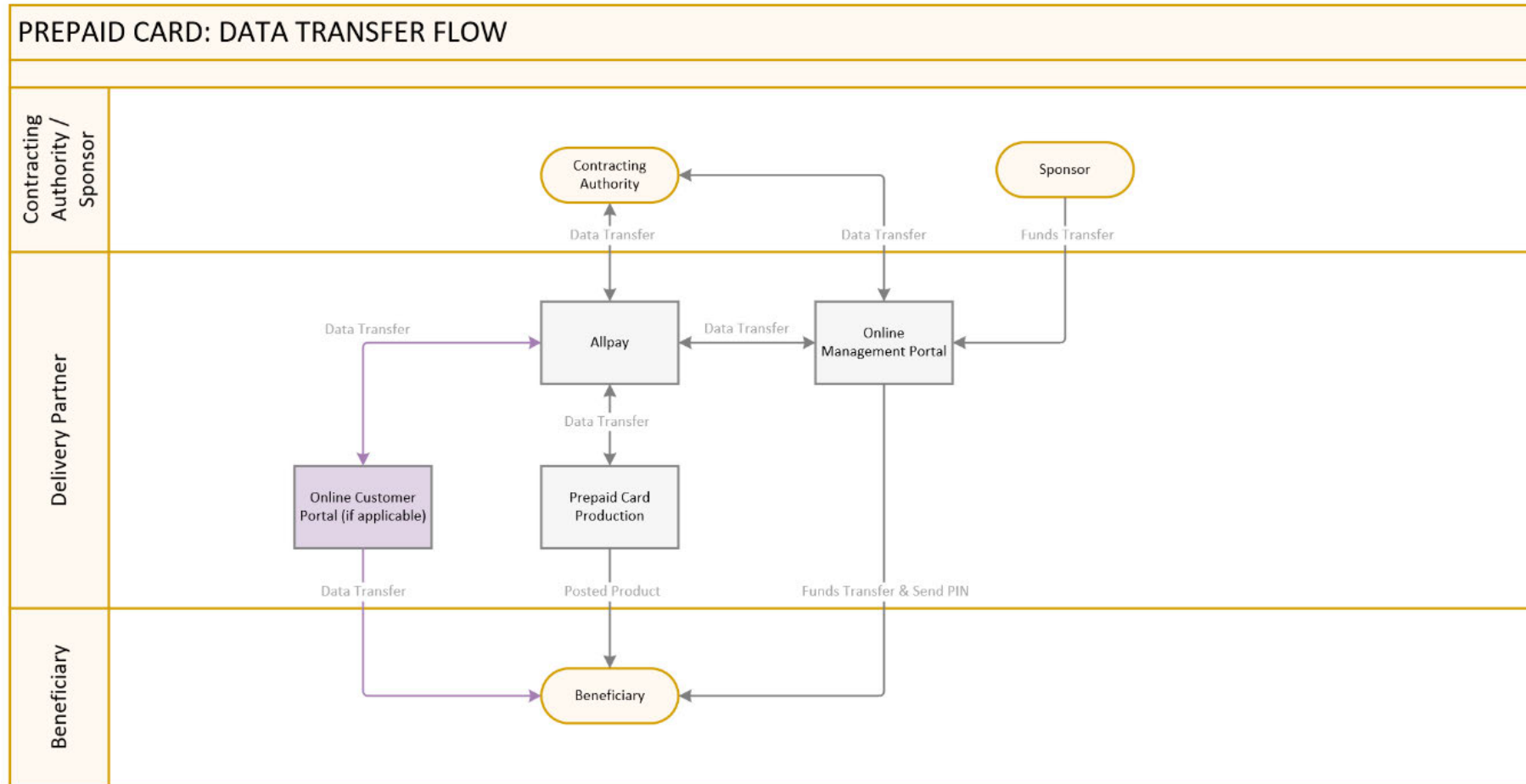
You cannot use your card to withdraw cash at an ATM or for cashback.

Changing your PIN

You'll be given a PIN when you activate your card. You can change it to a memorable number using the "change PIN" function at an ATM.



Appendix D: Process Flow – Data Transfer



Appendix E: Incident Management

Priority	Definition	Response Time	Fix Time	Update Interval
1	CRITICAL Interruption making a critical business system or function inaccessible or a complete interruption in service causing a severe or total loss on services availability or loss to reputation. There is no immediate alternative or workaround available.	Immediate	4hrs	1hr
2	HIGH Interruption making a critical business system or function inaccessible or an interruption in service causing a temporary loss in services availability. There is either an alternative or a workaround available.	Immediate	1 day	4hrs
3	MEDIUM Interruption affecting a critical business function but there is little or no impact to general business operations or the customer requires basic assistance, workarounds available. Monitoring of previously higher criticality incidents.	Immediate	4 days	1 day
4	LOW Some users affected but alternative workarounds are available and non-critical business areas.	Individual	6 days	N/A
5	MINOR Small service degradation. Business process can continue as workaround available, one customer affected.	Individual	10 days	N/A

Appendix F: Key Performance Indicators (KPIs)

KPI No	KPI Name	Purpose and objective	Frequency	Santiago	Good Target	Approaching Target Threshold	Requires Improvement Threshold	Inadequate Threshold	Service credits apply
1	Prepaid Card Delivery	99% Prepaid Cards will be dispatched to the Cardholders address or to the Contracting Authority for collection within 5 Business Days of an approved peps and sanctions check.	Monthly	Yes	99%	98% - 98.9%	97% - 97.9%	<97%	Yes
2	Replacement Prepaid Cards	99% Replacement Prepaid Cards reported as lost/stolen dispatched to the Cardholder within 5 business days of an approved peps and sanctions check.	Monthly	No	99%	98% - 98.9%	97% - 97.9%	<97%	Yes
3	Prepaid Card Account loading	99% of funds loaded to the Prepaid Card Accounts to be available for use within one hour of notification to transfer. (Notification to confirm allpay have received the load request is sent immediately via API. Each night Carta have a planned 'offline' period to complete reconciliations, during this period, the confirmations will still be sent but the load will be queued until Carta are back online. This occurs approximately between 11pm and 3am.)	Monthly	Yes	99%	98% - 98.9%	97% - 97.9%	<97%	Yes
4	Card activation	99.7% of time systems enabling prepaid activations are fully operational 24 hours a day, 7 days a week, during the month	Monthly	Yes	99.7%	98% - 99.6%	97% - 97.9%	<97%	Yes
5	Point of Sale System Availability	99.7% of time that the authorisation system allowing the use of prepaid cards is fully operational	Monthly	No	99.7%	98% - 99.6%	97% - 97.9%	<97%	Yes
6	Online Customer Portal Availability*	% of time Online Customer Portal is available and fully operational between the hours of 08:00 and 18:00 (Monday – Friday) during the Service Period.	Monthly	No	99.7%	98% - 99.6%	97% - 97.9%	<97%	Yes
7	Online Management Portal Availability	% of time Online Management Portal is available and fully operational between the hours of 08:00 and 18:00 (Monday – Friday) during the Service Period.	Monthly	No	99.7%	98% - 99.6%	97% - 97.9%	<97%	Yes

* Customer Portal is to be developed post contract award. KPI 6 is a dormant KPI until such time as the Customer Portal is functional. Allpay will report KPI as n/a until Customer Portal is operational

Social Value KPIs

KPI No	KPI Name	Purpose and objective	Frequency	Santiago	Good Target	Approaching Target Threshold	Requires Improvement Threshold	Inadequate Threshold	Service credits apply
1a	Social Value – Wellbeing and Inclusion	allpay will use their donation of £3,000 annually to the Workers Education Association to enrol at least 30 people into an activity engaging into further learning.	Quarterly	No	7	6	5	4	No
1b	Social Value - Wellbeing and Inclusion	allpay will use their donation of £3,000 annually to the Workers Education Association and commit that 25 people will complete an activity engaging people into further learning	Quarterly	Yes	6	5	4	<3	No
2	Social Value – Wellbeing and Inclusion	allpay will use their donation of £3,000 annually to the Turn to Us charity to benefit 600 individuals/households by providing advice/support on financial insecurity.	Quarterly	Yes	150	120	75	25	No
3	Social Value – Environmental KPI	allpay will increase the volume they recycle to at least 100% of the plastic, cardboard and paper waste generated by activities associated with this contract by the end of the contract term.	Monthly	No	100.00%	N/A	N/A	<100.00%	No
4	Social Value – Environmental KPI	allpay will reduce the amount of waste by at least 5% each year from the agreed baseline of 27.7 tonnes, generated by activities associated with this contract. This would amount to a reduction of 1.385 tonnes for each contract year	Annually	No	5.00%	4.00% - 4.99%	3.00% - 3.99%	<3.00%	No

5	Social Value – Environmental KPI	allpay will allow staff who specifically work within the Healthy Start Prepaid Card contract to take part in environmental volunteering amounting to 200.00 hours per year.	Annually	No	200.00 hours	175.00 – 199.99 hours	150.00 – 174.99 hours	<150 hours	No
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Appendix G: Remedial Plan

This form is to be used for a Remedial Plan in accordance with Section 12 Performance.

Request for (Revised) Remedial Plan			
Details of the Default:	(Guidance: Explain the Default, with clear schedule and clause references as appropriate)		
Deadline for receiving the (Revised) Remedial Plan:	(add date (minimum 10 days from request))		
Signed by the Authority:		Date:	
Delivery Partner (Revised) Rectification Plan			
Cause of the Default	(add cause)		
Anticipated impact assessment:	(add impact)		
Actual effect of Default:	(add effect)		
Steps to be taken to rectification:	Steps	Timescale	
	1.	(date)	
	2.	(date)	
	3.	(date)	
	4.	(date)	
	(...)	(date)	

Timescale for complete Remedial action of Default	(X) Working Days
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Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Delivery Partner:		Date:	
Review of Remedial Plan Delivery Partner			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Delivery Partner		Date:	

Appendix H: Service credits

The value of each individual service credit is calculated based on performance and weighting.

KPI	Type	KPI Name	KPI Description	Calculation Description	Target %	Service Level Weight	Total Volume in month	Total Volume in month Within SLA	Monthly Performance result	Service Points accrued
1	%	Prepaid Card Delivery	99% Prepaid Cards being sent to the Cardholders address or to the Contracting Authority for collection within a maximum of 5 Business Days from request.	% KPI Achieved	99.0	10	0	0	100.00	0
2	%	Replacement Prepaid Cards	99% Prepaid Cards reported as lost/stolen replaced to the Cardholder within 5 business days.	% KPI Achieved	99.0	5	0	0	100.00	0
3	%	Prepaid Card Account loading	99% of funds transferred to Prepaid Card Accounts to be available for use within one hour of notification to transfer.	% KPI Achieved	99.0	10	0	0	100.00	0
4	%	Card activation - use current KPI	% of time systems enabling prepaid activations are fully operational 24 hours a day, 7 days a week, during the month	% KPI Achieved	99.7	10	0	0	100.00	0
5	%	Point of Sale	% of time that the system allowing the use of the Prepaid Card POS is fully operational 24 hours a day, 7 days a week during the month	% KPI Achieved	99.7	5	0	0	100.00	0
6	%	Online Customer Availability	% of time Online Customer Portal is available and fully operational between the hours of 08:00 and 18:00 (Monday – Friday) during the Service Period.	% KPI Achieved	99.7	5	0	0	100.00	0
7	%	Online Management Portal Availability	% of time Online Management Portal is available and fully operational between the hours of 08:00 and 18:00 (Monday – Friday) during the Service Period.	% KPI Achieved	99.7	5	0	0	100.00	0

The Delivery Partner will input their total monthly volumes and the totals that were achieved within SLA to determine the monthly performance result. This will determine the number of Service Points accrued. Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period as per Clause 13 above.

Appendix I: Variation form

This form is to be used in order to change the Contract in accordance with Section 14.4 Contract Variation.

Details of Proposed Variation		
Variation initiated by:		
Variation number:		
Date variation is raised:		
Proposed variation		
Reason for the variation:		
An Impact Assessment shall be provided within:		
Impact of Variation		
Likely impact of the proposed variation:		
Outcome of Variation		
Contract variation:		
Financial variation:	Original Contract Value:	£
	Additional cost due to variation:	£
	New Contract value:	£

1. This Variation must be agreed and signed by both parties to the Contract and shall only be effective from the date it is signed by the Delivery Partner and the Authority.
2. Words and expressions used in this Variation shall have the meanings given to them in the Contract except where explicitly provided otherwise in writing. The rules of interpretation set out in the Contract apply to this Variation.
3. The Contract, including any previous Variations and the Schedules attached to the Contract shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Authority.

Signature

.....

Date

.....

Name (in Capitals)

.....

Address

.....

.....

Signed by an authorised signatory to sign for and on behalf of the Delivery Partner

Signature

.....

Date

.....

Name (in Capitals)

.....

Address

.....

Appendix J: Defined Terms

Descriptor	Definition
Account Manager	Means a representative of the Delivery Partner who is the primary and single point of contact for the Contracting Authority.
Account to Account Payment	Means the movement of funds directly from one account to another without the need for additional intermediaries such as cards.
Activation	Means transforming a Prepaid Card from idle or dormant to available for use with Loaded funds.
ATM	Means an Automated Teller Machine (ATM) operating as an electronic banking outlet which allows individuals to complete basic transactions without the aid of a branch representative or teller.
BACS	Means an electronic system to make payments directly from one Bank Account to another whereby payments usually take 3 working days to clear.
Bank	Means a financial institution which provides a wide range of financial services. For the purpose of this Call-off Contract, this includes the provision of card services.
Biometric Payment	Means a point-of-sale technology that uses biometric authentication methods based on physical characteristics to authorise and facilitate a payment.
Bank Account	Means an agreement between a person and a bank or financial institution whereby funds are held on behalf of the person or other party.
BIN	Means Bank Identification Number
Business Hours	Means 08:00 to 18:00 Monday to Friday excluding Bank Holidays.
Call-Off Contract Implementation	Means the period between notification of the Call Off Contract Award and the Call Off Contract Commencement Date, in which the Delivery Partner will work with the Contracting Authority to ensure minimum disruption in the transfer to the new Call Off Contract.
Card Administrator	Means an appointed individual or group of individuals with extensive administrative privileges for the Contracting Authority.

Card not Present Transaction	Means a transaction where the Cardholder is not physically present to enter a PIN. These transactions are normally conducted online or over the phone.
Card Number	Means the 16-digit number which identifies a payment card.
Card Present Transaction	Means a transaction where the Cardholder is physically present to enter a PIN. These transactions are normally conducted via CHIP & PIN and/or contactless technology.
Card Scheme	Means the payment networks that are linked to Credit, Debit and Prepaid Cards. Banks and other eligible financial institutions can become members of the scheme, which offers them the opportunities to issue cards operating on the network of the scheme.
Cardholder	Means an individual accessing the Prepaid Card as directed by the Contracting Authority.
Cardholder Portal	Means the secure online portal that authorised Cardholders can use.
Carers/Third Party	Means an individual employed or responsible for the wellbeing of vulnerable adults.
Cash Back Facilities	Means a facility offered by certain Vendors whereby individuals can withdraw cash when making a Debit Card purchase.
CHAPS	Means an electronic system to make payments directly from one Bank Account to another whereby same-day payments are guaranteed, subject to instructions being received by 14.00pm on a working day.
Chat Bots (Conversations AI Chatbots)	Means a software application used to conduct online chat conversation via text or text to speech.
CHIP & PIN	Means information stored on a microchip which is attached to a card and used by the Cardholder to make payments via instant payments or PIN (four digits)
Commencement Date	Means the date on which the Call-Off Contract begins.
Contracting Authority Contract Manager(s)	Means the person(s) nominated by the Contracting Authority to manage the Call-Off Contract with the Delivery Partner.
Contract Performance Review Meeting	The regular meetings between the Delivery Partner and the Authority to manage and review the Delivery Partner's performance under the Agreement

Credit Card	Means a card owned by individuals which allows the holder to transfer money electronically from their Bank Account when making purchases on credit. The amount borrowed on credit is paid by the holder over an agreed period of time and usually incurs charges and/or interest fees.
Creditor	Means an individual or Organisation whereby funds are owed.
CSV File	Means Comma Separated Values.
Customer Service Team	Means the team appointed by the Delivery Partner(s) to support the Account Manager in the delivery of the Call Off Contract. Also means additional individuals allocated by the Delivery Partner(s) to assist at certain times or with certain aspects of the Call Off Contract.
CVC	Means Card Verification Code.
Debit Card	Means a card owned by individuals which allows the holder to transfer money electronically from their Bank Account when making a purchase.
Direct Debits	Means an arrangement made with a Bank that allows a third party (i.e., Vendor or merchant) to transfer money from an individual's account and on an agreed date.
Direct Payment	Means cash payments provided to Cardholders in lieu of community care services they have been assessed as requiring. Direct Payments are intended to give individuals a greater choice in care and must be sufficient to enable the Cardholder to purchase services to meet their eligible needs.
Digital Vouchers	Means a digital payment method which is facilitated via an electronic voucher, usually through email or SMS. End users or voucher recipients' complete purchases in person at authorised locations such as convenience stores or retailers.
Digital Wallet	Means the software-based system that securely stores payment information. Digital Wallets are also known as 'E-Wallets' and are linked to an individual's Bank Account to make payments.
Electronic Invoice (E-Invoice)	Means the exchange of an invoice between a Delivery Partner and the Authority in an integrated electronic format.
Electronic Statement	Means an online summary of financial transactions which have occurred over a given period on a Prepaid Card Account held by a Cardholder or Contracting Authority. Electronic Statements are available via Delivery Partner(s) websites.

ERP Platform	Means Enterprise Resource Planning. A business process management software that manages and integrates a Contracting Authorities business activity.
Faster Payments	Means a type of electronic payment transfer that is designed to speed up the processing of sending money within the UK.
FCA	Means the Financial Conduct Authority
FCA Handbook	Means the document which sets out the FCA's legislation and other provisions made under the powers given to them by the Financial Services and Markets Act 2000 as mentioned from time to time.
Fraudulent Activity	Means wrongful or criminal deception associated with Prepaid Card activity intended to result in financial or personal gain. Fraudulent Activity could also be interpreted under this Call Off Contract as any activity associated with Prepaid Card Accounts that is against Contracting Authority policy and/or process.
Fund Disbursement	Means a form of payment from a public or dedicated fund.
Gift Voucher	Means a form of payment which can be used at various retail locations. Funds are loaded onto the cards to be spent at accepted locations.
IBAN	Means International Bank Account Number
Inactive Prepaid Card	Means a Prepaid Card that is being held in a dormant, inactive state by a Contracting Authority. An inactive Prepaid Card will not have funds allocated and therefore does not pose a security risk when stockpiled.
Interactive Voice Response (IVR)	Means an automated telephony system that interacts with callers and enables the dial pad for identification, segmentation and routing of calls.
Key Performance Indicator (KPI)	Means a quantifiable measure used to evaluate the success of the Delivery Partner against pre-agreed performance objectives.
Know Your Customer (KYC)	Means the process of an organisation verifying the identity of its clients to ensure anti-bribery and anti-corruption due diligence. The typical principles of KYC are customer policy, customer identification procedures, monitoring of transactions and risk management.

Limited-Use Prepaid Card	Means a Prepaid Card used for one-off payments and/or in case of an Emergency. Funds are preloaded and once depleted the Limited-Use Prepaid Card is no longer usable. Contracting Authorities may wish to allow multiple Loading of funds to the card before expiry.
Loading/Loaded	Means the transfer of funds from a Contracting Authority to a Cardholder's Prepaid Card for access.
Management Information	Means the data required by NEPO and Contracting Authorities to monitor performance, identify areas of continuous improvement and inform decision making.
Management Portal	Means the secure online portal that authorised staff of the Contracting Authority can use.
Merchant Category Code	Means a four-digit number that is used to classify an organisation which accepts card payments by the types of goods or services it provides
Merchant Category Group	Means a defined group of Merchant Category Codes. Each category group consists of a range of individual Merchant Category Codes.
Multiple Factor Authentication	Means when a Cardholder or Card Administrator must provide two or more pieces of evidence to verify their entity to gain access to the Online Platform.
Online Banking	Means an electronic payment system which enables individuals to conduct a range of financial transactions through the financial institutions website.
Online Platform	Means the system(s) used by the Delivery Partner(s) to automate the services of the Call Off Contract for the Contracting Authority.
Overdraft Facility	Means a deficit in a Bank Account caused by drawing more funds than the account holds.
Paper Statement	Means a hard copy, paper summary of financial transactions which have occurred over a given period on a Prepaid Account held by a Cardholder or Contracting Authority. Paper Statements are to be posted securely to the Cardholder or Contracting Authority upon request.
PCI DSS	Means Payment Card Industry Data Security Standards
PDF	Means a file formatted for capturing and sending electronic documents.

Personal Budget	Means an allocation of funds provided to Cardholders by Contracting Authorities following an assessment. Cardholders are able to receive their Personal Budget as a Direct Payment or have this managed by Contracting Authorities when commissioning services.
Personalisation Agenda	Means a social care approach described by the Department of Health as meaning every individual receiving support, whether provided by statutory services or funded by the individual will have choice and control over the shape of that support in all care settings.
PIN	Means the numerical identification code issued with a payment card to complete various transactions.
Prepaid Expense Management	Means Expense Management processes or systems relating to a Prepaid Card.
Prepaid Card	Means the payment card, linked to a Prepaid Card Account, which operates in the same way as a standard Debit Card.
Prepaid Card Account	Means a prefunded account to provide Contracting Authorities and Cardholders with the same functionality as a standard UK Bank Account. This includes the option to withdraw cash from an ATM, make regular payments, pay a Vendor, receive regular statements (either paper or electronic format) and will include both telephone/online facilities and user guidance. Prepaid Card Accounts do not have an Overdraft Facility available and therefore can never become overdrawn.
PSD2	Means the EU Directive which sets requirements for financial institutions that provide payment services. PSD2 aims to improve consumer protection, make payments safer and more secure, and drive down the costs of payment services.
Replacement Prepaid Card	Means a Prepaid Card provided by the Delivery Partner(s) to a Contracting Authority or Cardholder to replace a lost or stolen Prepaid Card.
Repeat KPI Failure	Has the meaning given in Paragraph 12.4 of the Specification
Remedial Plan	Plan which the Delivery Partner will submit within 10 working days of the request. This will include details of the KPI failure, the cause and impact of the failure, and steps to be taken to rectify the failure and to prevent any reoccurrence with timescales.

Service Credits	Means the reduction of the amounts payable in respect of the Deliverables and do not include VAT.
Service Credit Factor	In relation to Service Credits, the percentage of the total available Service credits applicable for a given Service Period attributed to each Weighted Service Point; for this Service with current weighting = $100/200 = 0.5$
Service Period	Means one calendar month unless otherwise noted.
Service Points	Means the number of points associated with performance against a Service Level which is below the Good target performance level.
Call-Off Contract Social Value	Means the future intended plan to ensure Social Value is considered and, where possible, delivered nationally amongst all Contracting Authorities. The plan will be agreed during the Call-Off Contract Implementation phase ready for the Call Off Contract commencement and reviewed on an annual basis thereafter.
Standing Orders	Means an instruction to a Bank by an account holder to make regular fixed payments to an agreed third party.
Strong Customer Authentication	Means a set of requirements consisting of an additional security step for online and in-store purchases. These purchases will require the added layer of security known as two-factor authentication for consumers to confirm their identity.
Target Performance Level	Means the Good Target in KPI Table Appendix F.
Telephone Banking	Means an electronic payment system which enables individuals to conduct a range of financial transactions through the financial institutions telephone support facilities.
VCN	Means Virtual Card Number
Vendor	Means a supplier of any goods or services
Virtual Card	Means a payment card which are created entirely online. A random 16-digit Card Number is generated complete with a card verification number and validity period.
Virtual IBAN	Means a Virtual International Bank Account Number that is used to send and receive payments worldwide.

Appendix K: Core Requirements

This sheet details the core requirements of the Prepaid Cards. Each requirement has a reference in column B (“Spec Ref”) to where it can be found within this Specification document.



Healthy Start Card
Requirements V3 (X-r)

Appendix 3 to Schedule 2 – Contractor’s Responses to NEPO Tender Questionnaire

The following elements of the Contractor’s response to NEPO Tender Questionnaire shall form part of this Call-Off Contract and comprise further details of the Contractor’s relevant obligations under and in connection with the performance of the Services:



AQ9 Social Value
(Qualitative).pdf



AQ9 Social Value
Policy Appendix.pdf



AQ1 Project
Management.pdf



AQ2 Performance
Management.pdf



AQ3 Account
Functionality.pdf

Schedule 3 – Special Terms and Conditions

The Association of North East Councils Limited trading as the North East
Procurement Organisation (NEPO)

NEPO505 Framework Contract for the Provision of Payment Card Services

Special Terms and Conditions

DEFINITIONS

The terms and expressions used in these Special Terms and Conditions shall have the meanings set out below:

“Business Continuity Plan”	means the plan setting out the Contractor’s proposed methodology to make sure of continuance of the Contract in the event of an emergency;
“Contracts Finder”	the Government’s publishing portal for public sector procurement opportunities;
“Ineffectiveness”	means a declaration of ineffectiveness made by a Court pursuant to its powers under Part 3 of the Public Contracts Regulations 2015 to set aside a contract award decision;
“SME”	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises; and
“VCSE”	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

1 PRICE AND PAYMENT (ADDITIONAL PROVISIONS)

- 1.1 Clause C1.2 of the Standard Terms and Conditions of Contract (Call-off Terms and Conditions) for the purchase of Services shall be deleted and the following clauses 1.2 and 1.3 shall have effect.
- 1.2 The Contractor shall have the ability to propose to vary the Price, only if it is indicated in the Order Form as being variable, by giving the Contracting Authority not less than three months written notice in advance of this variation providing that:
 - 1.2.1 the variation shall not exceed the annual All Items Retail Price Index (RPI) excluding Mortgage Interest Payments (RPIX) ruling at the time of the increase and should not preclude the possibility of any reductions in charges; and

1.2.2 any notice of variation under this clause 1 will be limited to one request in any 12-month period and no variation to the Price shall be permitted within the first 12 months of the Contract Period of the Call-Off Contract.

1.3 Changes to the Price will only become effective when agreed and accepted in writing by the Contracting Authority's Authorised Officer.

2 BUSINESS CONTINUITY PLAN

2.1 The Civil Contingencies Act 2004 requires the Contracting Authority to maintain plans to make sure it can continue to perform all of its ordinary functions in the event of an emergency. Organisations providing Services or goods which underpin the Contracting Authority's service provision must be able to continue to provide those goods or Services in the event of an emergency. The Contractor shall use its reasonable endeavours:

2.1.1 to prepare a robust Business Continuity Plan that makes sure of the continuation of this Contract;

2.1.2 upon request, to disclose to the Contracting Authority the contents of its Business Continuity Plan (including any revisions made to it from time-to-time);

2.1.3 to allow the Contracting Authority at its discretion from time-to-time to monitor the Contractor's business continuity arrangements;

2.1.4 to notify the Contracting Authority if an incident occurs which activates the Contractor's Business Continuity Plan (such notification to be given prior to the issue of any notification to the press or other media); and

2.1.5 to provide the Contracting Authority with details of how the Contractor managed any incident which resulted in the activation of the Contractor's Business Continuity Plan and any consequential amendments made to the Contractor's processes and/or procedures afterwards.

3 POST-CONTRACT MONITORING

3.1 The Contractor is required to collaborate with the Contracting Authority over the Contract Period to achieve continuous improvement in the quality and delivery of the Services in accordance with the Contracting Authority's obligations under Part I of the Local Government Act 1999.

4 MEETINGS AND PROGRESS REPORTS

4.1 The Contractor manager shall attend any meetings, including site meetings, as may reasonably be requested by the Contracting Authority. The Contractor shall make all arrangements for sub-contractors and suppliers to be present as required by the Contracting Authority.

4.2 The Contractor shall submit written reports to the Contracting Authority about any material changes to the Tender submitted by the Contractor.

5 **DECLARATION OF INEFFECTIVENESS**

5.1 In the event that a court declares the Framework Agreement to be Ineffective NEPO may immediately suspend or terminate the Framework Agreement (and the Contracting Authority may immediately suspend or terminate any Call-Off Contract thereunder), and the consequences of termination will be as follows:

5.1.1 the Contracting Authority will be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Call-Off Contract or the affected part of the Contract up to the time of the termination; and

5.1.2 in the event that any sum of money owed by the Contractor to the Contracting Authority (the Contractor's debt) exceeds any sum of money owed by the Contracting Authority to the Contractor (the Contracting Authority's debt) under this Contract then the Contracting Authority shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Contracting Authority's debt or to recover the Contractor's debt as a civil debt.

5.2 Depending on the precise nature of the Call-off Contract further consequences of termination may be inserted by a Contracting Authority at Call-off Level and shall be issued with the procurement documentation for such call-off, for example TUPE transfer of employees back to the Contracting Authority if relevant.

6 **IMPROVING VISIBILITY OF SUBCONTRACT OPPORTUNITIES AVAILABLE TO SMES AND VCSES IN THE SUPPLY CHAIN**

6.1 Where required in compliance with Government Procurement Policy Notice, the Contractor shall:

6.1.1 advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;

6.1.2 within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;

6.1.3 monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

6.1.4 provide reports on the information at clause 6.1.3 to a Contracting Authority in the format and frequency as reasonably specified by the Contracting Authority; and

6.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

6.2 Each advert referred to at clause 6.1 above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

6.3 The obligation at clause 6.1 shall only apply in respect of subcontract opportunities arising after the contract award date.

6.4 Notwithstanding clause 6.1, the Contracting Authority may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

7 SUPPLY CHAIN SPEND WITH SMES

7.1 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Contracting Authority which incorporate the data described in the MI Reporting template which is:

7.1.1 the total contract revenue received directly on a specific contract;

7.1.2 the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and

7.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.

7.2 The SME Management Information Reports shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Contracting Authority from time to time. The Contractor shall use the initial MI Reporting Template which is set out in the Annex to this Schedule and which may be changed from time to time (including the data required and/or format) by the Contracting Authority by issuing a replacement version. The Contracting Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

7.3 The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Contracting Authority.

8 SOCIAL VALUE SPECIAL CLAUSES

8.1 The Contractor shall, throughout the Contract Period, comply with its social value commitments as set out in the Contract Particulars.

9 PERFORMANCE MONITORING AND CONTRACT MANAGEMENT

9.1 The Contractor shall, throughout the Contract Period, provide the Services in such a manner that at all times meets or exceeds each of the performance indicators set out in the Specification.

9.2 If, in any measured period, the Services fail to meet one or more of such performance indicators, then the applicable service credits and/or contract management mechanisms shall be implemented by the parties to remedy the failure, each as set out in the Specification.

10 APPLICABLE CONTRACT PROVISIONS

10.1 The following clauses of Schedule 5 shall not apply to this Call-Off Contract:

10.1.1 Clause 24 (Termination).

Schedule 4 – Call-Off Terms and Conditions



NEPO505 - Call-Off
Terms.pdf

Schedule 9 (as referred to within the Call-Off Terms and Conditions) is set out below:



NEPO505 - ITT
Schedule 9 - Allpay.pc

Schedule 5 – Allpay Limited Terms and Conditions



allpay Prepaid
T&Cs.pdf