

**SERVICE LEVEL AGREEMENT**  
**BETWEEN**  
**THE SECRETARY OF STATE FOR THE**  
**DEPARTMENT FOR WORK AND PENSIONS**  
**AND**  
**SCOTTISH MINISTERS**  
**IN RESPECT OF**  
**BEST START GRANT**

**SD115**

**V2.0**

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## 1. PARTIES

1.1 This Service Level Agreement (hereafter referred to as “this Agreement”) is entered into between the Secretary of State for the Department for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA (“**DWP**”) and the Scottish Ministers acting in some instances through Social Security Scotland of Victoria Quay, Edinburgh EH6 6QQ (“**SM**”).

## 2. SCOPE AND PRINCIPLES

2.1 This Agreement sets out the provisions of the relationship between SM and DWP in connection with Scottish Government’s Best Start Grant (BSG) detailed below and the services DWP will provide in relation to:

- BSG Pregnancy and Baby Payment (PBP) – from 10 December 2018
- BSG Early Learning Payment (ELP) – anticipated to be from 29 April 2019
- BSG School Payment (SP) – anticipated to be from 3 June 2019
- Best Start Food (BSF) – anticipated to be from 1 July 2019

2.2 The Services are described in **Annexes 1(a) – (j)** and **Annexes 2 (a) – (b)** (Outline of Services) which sets out the services DWP will provide.

2.3 DWP and SM shall work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.

2.4 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the service in so far as relevant.

2.5 Each party will act transparently and will work in a practical way in regards to reaching mutual agreements on any issues that may arise.

## 3. DURATION

3.1 This Agreement shall become effective on the coming into force of the Early Years Assistance (Best Start Grants) (Scotland) Regulations 2018 on 10 December 2018 (the “**Commencement Date**”). Subject to termination by either party it shall remain in force for an indefinite period. This Agreement is subject to review by the parties on or before the date six (6) months after the commencement date of BSF.

3.2 This Agreement may be varied by mutual written Agreement of each party at any time during the term. Variations to this Agreement will be agreed by each party (in writing) and no work will be undertaken until principles for funding the work are agreed. For the avoidance of doubt, any variations agreed between the parties must be effected in writing and shall form an amendment to this Agreement.

3.3 In the event of DWP or SM choosing to terminate this Agreement, DWP and SM shall prepare and agree an appropriate exit plan for the termination of the Services which will seek to ensure no impact on services.

3.4 Each party will provide twelve (12) months’ notice of termination.

#### 4. DERIVATION

4.1 This Agreement forms an annex to the “Memorandum of Understanding between Scottish Government (SG) and Department of Work and Pensions (DWP) on joint working arrangements covering the implementation of devolved provisions in the Scotland Act 2016 relating to Social Security and Employment Support Services in Scotland”, and is to be read in conjunction with the following documents, insofar as they are not replaced or terminated in the future:

Document	Version/Date
Concordat between the DWP and the SG.	01 July 2010
Memorandum of Understanding and Supplementary Agreements on Devolution between the United Kingdom Government, the Scottish Ministers, the Welsh Ministers, and the Northern Ireland Executive Committee <b>(MoU on devolution)</b>	2013
Memorandum of Understanding between Scottish Government (SG) and the DWP on joint working arrangements covering the implementation of devolved provisions in the Scotland Act 2016 relating to Social Security and Employment Support Services in Scotland (the “ <b>DWP/SG Single MoU</b> ”) and the following Annexes: <i>Generic Aspects Data Sharing Agreement</i> <i>CIS Data Sharing Agreement</i> <i>CIS Service Agreement</i> <i>Payment &amp; Accounting Services Service Level Agreement</i> <i>Payment &amp; Accounting Services Data Processing Agreement</i>	January 2019
Memorandum of Understanding For Post Office® card account and Payment Exception Services Between Department for Work and Pensions and Scottish Ministers	November 2018
The agreement between the Scottish Government and the United Kingdom Government on the Scottish Government’s fiscal framework <ul style="list-style-type: none"> <li>• Annex C – Operation and Governance of the Scottish Government’s Fiscal Framework</li> </ul>	26 February 2016

Scottish Devolution A Framework for Audit and Accountability	
Scottish Devolution: Financial Statement to support Best Start Grant and Payment and Accounting Services SLA	November 2018
Financial Statement Summary – Best Start Grant Phase 2 to Support the Best Start Grant Service Level Agreement Between Department for Work and Pensions and Scottish Ministers	
DWP and SG Joint Communications Framework.	July 2017
[REDACTED]	November 2018

## 5. REVISION TO THIS AGREEMENT

5.1 DWP agrees to inform SM as soon as reasonably practicable in advance of any potential changes that may impact on or require changes to the Services.

5.2 Each party would need to agree whether a revision to this Agreement is required. Subject to Section 3.2 above.

5.3 Any mutually agreed minor changes or amendments, will be dealt with through normal means of communications via the single point of contacts (“SPoCs”). SPoCs for each party are as follows:

SG SPoC	DWP SPoC
[REDACTED]	[REDACTED]

5.4 Where more significant change is required the SPoCs will apply the appropriate Business as Usual (BAU) change control processes. Where the change is agreed it will be incorporated into this Agreement as an amendment following any review.

## 6. DISPUTES

6.1 Each party to this agreement will notify the other of any issues, concerns or complaints regarding any matter covered by this Agreement. Wherever possible these difficulties will be resolved by the process of consultation. In the event of a formal escalation of an issue the process for dispute resolution is outlined in Section 6 (Escalation) process of the SG/DWP Single MoU.

## 7. ROLES AND RESPONSIBILITIES

7.1 SM will as set out in this Agreement:

7.1.1 Be responsible for payment to DWP for “**the Services**” in accordance with paragraph [15] (Financial Arrangements).

7.1.2 Inform DWP as soon as reasonably practical if they become aware of any deficiency in the quality of Services delivered under this Agreement and take steps to resolve such issues.

7.1.3 Work in partnership with DWP in respect of any potential changes to the delivery of BSG as these may impact on the Services.

7.1.4 Be responsible for the effective identification and management of risks arising from the delivery of the Services.

7.2 For the avoidance of doubt, each party acknowledges that SM shall at all times retain responsibility for the delivery of BSG.

7.3 DWP shall deliver the Services in accordance with the terms of this Agreement to:

7.3.1 Work in partnership with SM in respect of any potential impacts and changes that may affect or require changes to the Services.

7.3.2 Inform SM as soon as reasonably practical if they become aware of any deficiency in the quality of Services delivered under this Agreement and take steps to resolve such issues.

7.3.3 Be responsible for the effective identification and management of risks arising from the delivery of the Services.

## 8. SERVICE DELIVERY STANDARDS

8.1 The Services will be delivered in accordance with the Service Delivery Standards set out below;

8.1.2 DWP will deal with customer enquiries relating to BSG PBP by sign posting customers to Social Security Scotland as set out in **Annex 1(a)**.

8.1.3 DWP and Social Security Scotland Agent to Agent enquires will be dealt with through a dedicated telephone line as detailed in **Annex 1(b)**. All incoming and outgoing calls will be recorded by Social Security Scotland.

8.1.4 The Maintenance of Social Security Scotland Nominated Contacts List will be as follows:

8.1.4.1 Social Security Scotland will create and maintain the list and update DWP accordingly via SPoCs. It will detail client advisers, team managers, and performance managers who have relevant permissions to contact DWP.

SG SPoC	DWP SPoC
[REDACTED]	[REDACTED]

8.1.4.2 The list will be reviewed monthly for new joiners, leavers, change of job roles and updated and shared with DWP on the first day of every calendar month.

8.1.5 The turnaround time for responding to an agent to agent enquiry which cannot be answered in real time, will result in a call back within 3 hours. If the call is made post 16:00 the 3 hour turnaround time would be 10:00 the following working day. Any exceptional cases will have a 24 hour turnaround time and will be dealt with by Social Security Scotland officers. These officers will be identified within the Social Security Scotland Nominated Contact list.

8.1.6 The agent to agent service will be available from 08:00 – 18:00 Monday to Friday excluding Bank Holidays.

8.1.7 Misdirected post (including clerical claims) received in error will be returned to sender within 24 hours or as soon as reasonably practicable.

8.1.8 Social Security Scotland will contact DWP for BSG PBP via the dedicated telephone line set out in **Annex 1(d)** to:

8.1.8.1 Confirm the award status when clerical cases are identified in the Customer Information System (CIS), see **Annex 1(e)**.

8.1.8.2 Confirm if the interest relates to a Sure Start Maternity Grant (SSMG) claim or award and the status of the award when Social Fund interest is identified in CIS, see **Annex 1(d)**.

8.2 DWP will contact Social Security Scotland via the dedicated telephone line set out in **Annex 1(b)** to confirm if the interest relates to a BSG claim or award and status of the award when BSG is identified in CIS.

8.3 Pre and Post Signposting by each party is detailed in **Annex 1(a)**.

8.4 DWP will supply to SM a monthly Data & Analytics data file containing all Scottish Universal Credit Full Service cases that have a child under six years old, which will enable SM to assess eligibility and invite claims by Scottish residents to BSG. Further details are set out in the Generic Aspects Data Sharing Agreement **Annex 13**.

8.5 Escalation will be between SPoCS at Team Management Level between Social Security Scotland and DWP Operational Teams in appropriate cases including, but not limited to, where:

8.5.1 Service Delivery Standards have not been met.



8.5.2 There are exceptional cases where the normal Service Delivery Standards would have an unacceptable impact on the customer.

8.5.3 There are appointee issues impacting on payment of benefit or customer welfare.

8.5.4 Where Social Security Scotland business continuity plans are invoked which would result in a higher number than anticipated calls to DWP.

## **9. FRAUD AND ERROR**

9.1 The following processes have been agreed by each party for day one:

9.1.1 Key fraud referral processes from DWP to Social Security Scotland have been agreed see **Annex 2(a)**.

9.1.2 Key fraud referral processes from Social Security Scotland to DWP have been agreed see **Annex 2(b)**.

9.1.3 Referrals in the form of Word documents will be transferred via secure email:

**[REDACTED]**

**[REDACTED]**

9.2 As soon as each party identifies a fraud interest of the other party, all required information shall be sent over as soon as reasonably practicable.

9.3 The agreed method to transfer will be as detailed in the Generic Aspects DSA. From day one, there will be no transfer of referrals that cannot be conducted by secure email.

9.4 It is expected that both Social Security Scotland and DWP will keep the above processes and timeline under review.

## **10. MANAGEMENT REVIEW**

10.1 Each party will act transparently and will work in a practical way in regards to any issues that may arise in the spirit of co-operation, trust, respect and confidentiality. In general the working arrangements covered by this Agreement should be reviewed at least every six (6) months during the period this Agreement is in place, this may involve meetings between each party at a working level.

## **11. EVALUATION**

11.1 DWP and SM have agreed in principle to BSG dedicated telephony Management Information (MI) **Annex 3** being shared between each party to support SM evaluation. MI will be gathered on a one query per call basis by both SM and DWP and will be shared and reviewed quarterly with a telekit held between SPoCs as required.

11.2 Each party will collect and share the MI using an agreed secure centralised email in-box with associated SPoC's. Telephony will be configured to issue agreed MI to DWP and SM named contacts.

SG SPoC	DWP SPoC
[REDACTED]	[REDACTED]

11.3 Each party agrees that no personal data will be shared for the purposes of evaluation.

11.4 SM will be wholly responsible for the evaluation of BSG telephony solution. Each party will work together to ensure the agreed service standards are delivered.

## 12. COMPLAINTS

12.1 Each party will follow their defined business as usual Customer / Scottish Resident complaints procedures.

## 13. SERVICE DESIGN AND DELIVERY

13.1 It is understood by each party that this design of the Services will evolve. Each party agrees to inform one another as soon as reasonably practicable of any changes in supporting legislation to BSG that may impact on or require changes to the Services.

13.2 SM will deliver the BSG while seeking continuous improvement in delivery as part of BAU processes. Each party will work to ensure cost-effective delivery; subject and with regards to the overarching financial arrangements as described in the Financial Statement to support Best Start Grant and Payment and Accounting Services and the Best Start Grant Service Level Agreement between Department for Work and Pensions and Scottish Ministers. The Financial Statement Summary supports the Financial Statement and details forecast service pertaining to Best Start Grant Phase 2.

## 14. COMMUNICATIONS

14.1 Communications in relation to BSG will be as in the agreed document 'DWP and SG Joint Communications Framework'.

## 15. FINANCIAL ARRANGEMENTS

15.1 DWP will recharge SM agreed costs associated with the delivery of the Services. The agreed financial arrangements are contained for PBP in the Financial Statement to support Best Start Grant and Payment and Accounting Services. Costs for BSG ELP, SP and BSF are contained in the Financial Statement Summary to Support the Best Start Grant Phase 2 Service Level Agreement between Department for Work and Pensions and Scottish Ministers.

## **16. AUDIT ARRANGEMENTS**

16.1 DWP and SM will abide by the principles of audit and accountability as set out in the document 'Scottish Devolution: A Framework for Audit and Accountability' to be jointly agreed and published in due course.

16.2 DWP and the SM remain subject to their overall existing accountabilities to the UK and Scottish Parliaments, and their associated audit bodies.

## **17. DATA PROCESSING**

17.1 Further details of the data controller and roles and responsibilities of SM and DWP in relation to the sharing of personal data are set out in the Generic Aspects Data Sharing Agreement (DSA).

## **18. FREEDOM OF INFORMATION REQUESTS, PARLIAMENTARY QUESTIONS, MINISTERIAL CORRESPONDENCE AND 'TREAT OFFICIAL' CORRESPONDENCE**

18.1 Each party is to follow existing processes and obligations for requests to that party, having regard to the MoU on Devolution as well as the Concordat between DWP and SG.

18.2 Each party will assist and cooperate with each other where appropriate to enable each to meet its obligations.

18.3 This Agreement does not supersede any legal obligations under the Freedom of Information Act 2000 (FoIA) and the Freedom of Information (Scotland) Act 2002 (Fol(S)A)."

## **19. RIGHT OF ACCESS REQUESTS**

19.1 The parties will work together when appropriate and are expected to comply with the Data Protection Act 2018 and EU General Data Protection Regulation and must respond to right of access requests accordingly.

19.2 RARs received by DWP where SM are the data controller will be returned to sender with details of the correct SM address as soon as reasonably practicable. RARs received by SM where DWP are the data controller will be returned to sender as soon as reasonably practicable.

## **20. BUSINESS CONTINUITY**

20.1 If DWP or Social Security Scotland business continuity plans are invoked which affect the Services, the party invoking their business continuity plan will advise the other party of the issue, impact and resulting action as soon as reasonably practicable. Individual continuity plans are in place in DWP and SM (and in some instances through Social Security Scotland).

## **21. TECHNICAL CAPABILITIES**

21.1 Each party will, as soon as reasonably practicable, inform the other party of any proposed changes to its IT environment that would impact on the delivery of BSG. Each party

will thereafter co-operate with the other to minimise the impact that such changes may have on BSG. Incident management processes are detailed within the Payment and Accounting Services Service Level Agreement (SLA) and Data Processing Agreement (DPA) and the **[REDACTED]**.

## **SIGNATORIES**

**Signed by: [REDACTED]**

**Print name: Emma Haddad, Director of Working Age Benefits**

**Date: 25 March 2019**

A duly authorised officer for and on behalf of the Secretary of State for the Department of Work and Pensions

**Signed by: [REDACTED]**

**Print name: David Wallace, Chief Executive Social Security Scotland**

**Date: 28 March 2019**

A duly authorised officer for and on behalf of the Scottish Ministers

**Annex 1(a) – [REDACTED]**  
**Annex 1(b) – [REDACTED]**  
**Annex 1(c) – [REDACTED]**  
**Annex 1(d) – [REDACTED]**  
**Annex 1(e) – [REDACTED]**  
**Annex 1(f) – [REDACTED]**  
**Annex 1(g) – [REDACTED]**  
**Annex 1(h) – [REDACTED]**  
**Annex 1(i) – [REDACTED]**  
**Annex 1(j) – [REDACTED]**  
**Annex 2(a) – [REDACTED]**  
**Annex 2(b) - [REDACTED]**  
**Annex (3) - [REDACTED]**

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## Annex (4) - Glossary Of Terms

Annex defines various words, abbreviations and phrases which have specific meanings in the context of this Agreement. Unless otherwise provided or the context otherwise requires, the following expressions shall have the meanings set out below.

<b>BSF</b>	Best Start Food
<b>BSG</b>	Best Start Grant
<b>CFCD</b>	Counter Fraud and Compliance Directorate
<b>CIS</b>	Customer Information System
<b>CPS</b>	Central Payment System
<b>CoC</b>	Change of Circumstances
<b>DSA</b>	Data Sharing Agreement
<b>DWP</b>	Department for Work and Pensions
<b>DWP/SG Single MOU</b>	The Memorandum of Understanding between Scottish Government and The Department for Work and Pensions dated 25 October 2016 as amended
<b>ELP</b>	Early Learning Payment
<b>FOI</b>	Freedom of Information
<b>[REDACTED]</b>	<b>[REDACTED]</b>
<b>PBP</b>	Pregnancy and Baby Payment
<b>Service Delivery Standards</b>	The service delivery standards to be met by DWP for the delivery of the Services as set out at Para 9.
<b>Services</b>	Has the meaning set out in Para 2
<b>SG</b>	Scottish Government
<b>SLA</b>	Service Level Agreement
<b>SM</b>	Scottish Minister
<b>SP</b>	School Payment
<b>SPoC</b>	Single Point of Contact
<b>SSMG</b>	Sure Start Maternity Grant