

SERVICE LEVEL AGREEMENT
BETWEEN
THE SECRETARY OF STATE FOR THE
DEPARTMENT FOR WORK AND PENSIONS
AND
SCOTTISH MINISTERS
IN RESPECT OF
FUNERAL EXPENSE ASSISTANCE
KNOWN AS
FUNERAL SUPPORT PAYMENT

Key personnel	Name	Role
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Document change control

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V0.3	10.05.19	Draft agreed with DWP and SG following QR2
V0.4	17.05.19	Agreed version following DWP Legal Comments
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TABLE OF CONTENTS

1. PARTIES	4
2. SCOPE AND PRINCIPLES	4
3. DURATION	4
4. DERIVATION	4
5. REVISION TO THIS AGREEMENT	6
6. DISPUTES	6
7. ROLES AND RESPONSIBILITIES	7
8. SERVICE DELIVERY STANDARDS	7
9. FRAUD AND ERROR	9
10. MANAGEMENT REVIEW	10
11. EVALUATION	10
12. COMPLAINTS	10
13. SERVICE DESIGN AND DELIVERY	10
14. COMMUNICATIONS	10
15. FINANCIAL ARRANGEMENTS	11
16. AUDIT ARRANGEMENTS	11
17. DATA PROCESSING	11
19. RIGHT OF ACCESS REQUESTS (RARs)	11
20. BUSINESS CONTINUITY	12
21. TECHNICAL CAPABILITIES	12
Annex A – Funeral Expense Payment ‘To Be’ Process – Telephone Enquiry (DWP to Social Security Scotland)	14
Annex B – Funeral Expense Payment ‘To Be’ Process – Telephone Enquiry (Social Security Scotland to DWP)	14
Annex C – FEP and FEA Customer Journey – Telephone Enquiry (Social Security Scotland to DWP) Qualifying Benefit is clerically maintained	14
Annex D – Funeral Expense Assistance Customer Journey – Telephone Enquiry (Social Security Scotland to DWP) FEA Claimant has Unacceptable Customer Behaviour (UCB) Interest	14
Annex E – Bereavement Service ‘To Be’ Process – Report a Death (BICT and Pensions CAM)	14
Annex F – Bereavement Service ‘To Be’ Process – Telephony Handover	14
Annex G – Bereavement Service ‘To Be’ Customer Journey – Minimal Claimant Details by Email (DWP to Social Security Scotland)	14
Annex H – Bereavement Service ‘To Be’ Process – Textphone / Next Generation Text	14
Annex I - Information Collated	14
Annex J – Key Processes for Fraud Referral	15
Annex K - Referral received by Social Security Scotland cannot progress in Social Security Scotland	15
Annex L - Glossary of Terms	15

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 Funeral Expense Assistance (FEA), known as Funeral Support Payment (FSP), which is anticipated to be paid to residents of Scotland from 16 September 2019 and the services DWP will provide.

2.2 The Services are described in **Annexes A – H** (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 Funeral Expense Assistance (Scotland) Regulations 2019 anticipated to be on 16 September 2019 (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 twelve (12) months after the Commencement Date of FEA or when deemed appropriate by each party.

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 FEA 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 for 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 (MoU on devolution)	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 “ DWP/SG Single MoU ”) and the following Annexes: <i>Generic Aspects Data Sharing Agreement</i> <i>CIS Data Sharing Agreement</i> <i>CIS Service Agreement</i> <i>Payment & Accounting Services Service Level Agreement</i> <i>Payment & 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	January 2019
Memorandum of Understanding Between The Secretary of State for Work and Pensions And The Scottish Ministers acting through the Scottish Government and on behalf of Social Security Scotland in relation to benefit accounting and reconciliation services provided to the Scottish Ministers	January 2019

The agreement between the Scottish Government and the United Kingdom Government on the Scottish Government's fiscal framework <ul style="list-style-type: none"> Annex C – Operation and Governance of the Scottish Government's Fiscal Framework 	26 February 2016
Financial Statement Summary to support the Funeral Expense Assistance (FEA) Service Level Agreement between Department for Work and Pensions and Scottish Ministers.	July 2019
Scottish Devolution A Framework for Audit and Accountability	March 2019
DWP and SG Joint Communications Framework.	July 2017
[REDACTED] Live Service Incident Management Process between DWP CPS and Social Security Scotland SPM System	May 2019

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 FEA 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 FEA and its delivery.

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:

8.1.1 DWP Agents and Social Security Scotland Client Advisors will accurately signpost callers to the correct organisation as appropriate, see **Annex H**.

8.1.2 DWP Agents and Social Security Scotland Client Advisors enquiries will be dealt with through a dedicated telephone line. All incoming and outgoing calls will be recorded by Social Security Scotland.

8.1.3 Social Security Scotland will contact DWP via the dedicated telephone line to:-

8.1.3.1 Confirm the award status for applicant and partner when clerical cases are identified in the Customer Information System (CIS), see **Annex C**.

8.1.3.2 Confirm if the interest relates to a Funeral Expenses Payment (FEP) claim or award and the status of the award when Social Fund Interest is identified in CIS to avoid duplicate payments, see **Annex B**.

8.1.3.3. Confirm the status of an exceptional case, see **Annex D**.

8.1.4 DWP will contact Social Security Scotland via the dedicated telephone line to:-

8.1.4.1 Confirm if the interest relates to a FEA claim, see **Annex A**.

8.1.4.2 Award and status of the award when Social Fund Interest is identified in CIS to avoid duplicate payments see **Annex A**.

8.2 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 18:00 the 3-hour turnaround time would be 10:00 the following working day. DWP will respond to Social Security Scotland within 24 hours for any exceptional cases and will be dealt with by Social Security Scotland dedicated officers. These officers will be identified within the Social Security Scotland Nominated Contact list and the DWP Nominated Contact List. (Paragraph 8.6).

8.3 DWP will undertake a warm handover from DWP Bereavement Service Agent to Social Security Scotland Client Advisor via a dedicated telephone number if the caller is a Scottish Resident and wants help with Funeral Expense Assistance, see **Annex E – H**

8.4 When it is not possible to undertake a warm handover the DWP Bereavement Service Agent will forward caller details to Social Security Scotland via secure email [\[REDACTED\]](#) using the subject header, [\[REDACTED\]](#) DWP Bereavement Service Agent will advise the caller to expect a call back within 3 hours or if after 18:00 the 3 hour turnaround time would be 10:00 the following working day. In advance of the handover, the caller will be informed that they can contact Social Security Scotland on [\[REDACTED\]](#) or can claim FEA online at mygov.scot see **Annex F**.

8.5 The agent to agent service and the Bereavement Service will be available from 08:00 – 18:00 Monday to Friday excluding Bank Holidays.

8.6 The Maintenance of Social Security Scotland and DWP Nominated Contacts List will be as follows:

8.6.1 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.

8.6.2 DWP will create and maintain the list and update Social Security Scotland accordingly via SPoCs. It will detail client advisers, team managers, and performance managers within FEP who have relevant permissions to contact Social Security Scotland. Bereavement Service is a DWP virtual network therefore the DWP list will contain details of nominated officers within FEP only.

SG SPoC	DWP SPoC
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[REDACTED]	[REDACTED]
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8.6.3 The lists will be reviewed monthly for new joiners, leavers, change of job roles and updated and shared with Social Security Scotland/DWP on the first day of every calendar month.

8.7 All misdirected post (including clerical claims) received in error will be forwarded to an agreed address within 24 hours or as soon as reasonably practicable.

Social Security Scotland Redirected Post	DWP Redirected Post
[REDACTED]	[REDACTED]

8.8 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:

8.8.1 Service Delivery Standards have not been met.

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

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

8.8.4 Where Social Security Scotland business continuity plans are invoked which would impact on 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 J**.

9.1.2 Key fraud referral processes from Social Security Scotland to DWP have been agreed see **Annex K**.

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 twelve (12) 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 FEA dedicated telephony Management Information (MI) (*Annex I*) 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. This MI is specific to client advisor to agent queries between DWP FEP and Social Security Scotland as there is no requirement to capture clerical MI regarding Bereavement Service warm handovers.

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 FEA 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 / Client complaints procedures.

13. SERVICE DESIGN AND DELIVERY

13.1 It is understood by each party that the 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 FEA that may impact on or require changes to the Services.

13.2 SM will deliver the FEA 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 Summary to support the Funeral Expense Assistance (FEA) Service Level Agreement between Department for Work and Pensions and Scottish Ministers.

14. COMMUNICATIONS

14.1 Communications in relation to FEA 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 and costs are contained in the Financial Statement Summary to support the Funeral Expense Assistance (FEA) 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’.

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 (FoI(S)A).

19. RIGHT OF ACCESS REQUESTS (RARs)

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 with details of the correct DWP address as soon as reasonably practicable.

Social Security Scotland RAR	DWP RAR
[REDACTED]	[REDACTED]

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 FEA. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on FEA. Incident management processes are detailed within the Payment and Accounting Services Service Level Agreement (SLA) and Data Processing Agreement (DPA) and the **[REDACTED]** Live Service Incident Management Process between Department for Work and Pensions (DWP) and Scottish Ministers (SM) in relation to DWP Central Payment System (CPS) and the Scottish Ministers' Social Programme Management System (SPM).

SIGNATORIES

Signed by:

[REDACTED]

Print name: Graeme Wallace CBE, Retirement Services Delivery Director, Department for Work and Pensions,

Date: 22/07/19

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: 22/07/2019

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

**Annex A – Funeral Expense Payment ‘To Be’ Process – Telephone Enquiry (DWP to Social Security Scotland)
[REDACTED]**

**Annex B – Funeral Expense Payment ‘To Be’ Process – Telephone Enquiry (Social Security Scotland to DWP)
[REDACTED]**

**Annex C – FEP and FEA Customer Journey – Telephone Enquiry (Social Security Scotland to DWP) Qualifying
benefit is clerically maintained [REDACTED]**

**Annex D – Funeral Expense Assistance Customer Journey – Telephone Enquiry (Social Security Scotland to DWP)
FEA Claimant has Unacceptable Customer Behaviour (UCB) Interest [REDACTED]**

Annex E – Bereavement Service ‘To Be’ Process – Report a Death (BICT and Pensions CAM) [REDACTED]

Annex F – Bereavement Service ‘To Be’ Process – Telephony Handover [REDACTED]

**Annex G – Bereavement Service ‘To Be’ Customer Journey – Minimal Claimant Details by Email (DWP to Social
Security Scotland)[REDACTED]**

Annex H – Bereavement Service ‘To Be’ Process – Textphone / Next Generation Text [REDACTED]

Annex I - Information Collated [REDACTED]

Annex J – Key Processes for Fraud Referral [REDACTED]

Annex K - Referral received by Social Security Scotland cannot progress in Social Security Scotland [REDACTED]

Annex L - 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.

BAU	Business As Usual
CFCD	Counter Fraud and Compliance Directorate
CIS	Customer Information System
CPS	Central Payment System
CoC	Change of Circumstances
DPA	Data Processing Agreement
DSA	Data Sharing Agreement
DWP	Department for Work and Pensions
DWP/SG Single MOU	The Memorandum of Understanding between Scottish Government and The Department for Work and Pensions dated 25 October 2016 as amended.
ELP	Early Learning Payment
[REDACTED]	[REDACTED]
FEA	Funeral Expenses Assistance
FEP	Funeral Expense Payment
FOI	Freedom of Information
FCMS	Fraud Case Management System
FSP	Funeral Support Payment (also known as Funeral Expense Assistance)
MI	Management Information
RAR	Right of Access Request
Service Delivery Standards	The service delivery standards to be met by DWP for the delivery of the Services as set out at P ara 8.

Services	Has the meaning set out in Para 2
SG	Scottish Government
SLA	Service Level Agreement
SM	Scottish Ministers
SPM	Social Programme Management System
SPoC	Single Point of Contact
Warm Handover	Refers to cases where agents do a telephone handover rather than just signposting claimants.