

# **Service Level Agreement between the Secretary of State for Work and Pensions and Scottish Ministers in Respect of Job Start Payment**

**April 2023**

<b>Key personnel</b>	<b>Name</b>	<b>Role</b>
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	Helga Swidenbank	DWP Director of Disability Services, Decision Making and Working Age
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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 Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA and the Scottish Ministers of, St Andrew's House, Regent Road, Edinburgh EH1 3DG acting in some instances through Social Security Scotland.
- 1.2 References to the Scottish Government (SG), the Scottish Ministers or Social Security Scotland will, as appropriate, be read as also including reference to each of the other entities.
- 1.3 References to Secretary of State for Work and Pensions shall be read as including reference to the Department for Work and Pensions (DWP), as appropriate, and vice versa.

## 2. Scope and Principles

- 2.1 This Agreement sets out the provisions of the relationship between Scottish Ministers and DWP in relation to the Job Start Payment (JSP) and 'the Services' DWP will provide to support this. The Services are described in **Annexes 1 to 4(a)**.
- 2.2 Under the '[Redacted] Data Sharing Agreement', as referenced in Section 4 (Derivation) of this Agreement, DWP will provide data to enable Social Security Scotland to make a payment of JSP to residents in Scotland aged 16 to 24 who meet the qualifying conditions.
- 2.3 DWP will deal with client enquiries relating to JSP by signposting client's resident in Scotland to Social Security Scotland.
- 2.4 DWP and Scottish Ministers shall work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.
- 2.5 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the Services insofar as relevant.
- 2.6 Each party will act transparently and will work in a practical way in regards to reaching mutual agreement on any issues that may arise.

## 3. Duration

- 3.1 The initial Agreement commenced in August 2020, on the date on which DWP delivered their Services as outlined at Para 2.1 and Para 2.2. This Agreement replaces the Initial Agreement. It shall commence on the date this Agreement is signed. Subject to termination by either party, it shall remain in force for an indefinite period. This Agreement is subject to review by each party on or before the date twelve (12) months after the signing of this agreement 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 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 put forward in writing and shall form an amendment to this Agreement.

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

3.4 Each party will provide twelve (12) months' notice of termination in writing.

#### 4. Derivation

4.1 This Agreement forms an annex to the 'Memorandum of Understanding between the Scottish Ministers (SM) and Secretary of State for Work and Pensions (SSWP) 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, and any subsequent arrangements which are agreed and support this Agreement, insofar as they are not replaced or terminated in the future:

<b>Document</b>	<b>Version/Date</b>
Concordat between the Department for Work and Pensions and the Scottish Government	March 2020
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>	October 2013
Memorandum of Understanding (MoU) between Scottish Ministers (SM) and Secretary of State for Work and Pensions (SSWP) 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 the following Annexes: <ul style="list-style-type: none"> <li>• <b>[Redacted]</b> Service Agreement</li> <li>• <b>[Redacted]</b>, Service Level Agreement</li> <li>• <b>[Redacted]</b> Data Processing Agreement</li> <li>• <b>[Redacted]</b> Data Sharing Agreement</li> <li>• <b>[Redacted]</b> Data Sharing Agreement</li> <li>• <b>[Redacted]</b> Data Sharing Agreement</li> </ul>	January 2023
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	March 2020

and reconciliation services provided to the Scottish Ministers	
The agreement between the Scottish Government and the United Kingdom Government on the Scottish Government's fiscal framework	February 2016
Scottish Devolution: Framework for Audit and Accountability	March 2019
Scottish Devolution: Financial Arrangements for Formal Agreements between Department for Work and Pensions and Scottish Ministers	July 2022
Initial Service Level Agreement between Department for Work and Pensions and the Scottish Ministers in respect of Job Start Payment V1.0 (the ' <b>Initial Agreement</b> ')	February 2020
DWP and SG Joint Communications Framework	August 2021
<b>[Redacted]</b>	<b>[Redacted]</b>

## 5. Revision to this Agreement

- 5.1 DWP agrees to inform Scottish Ministers 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 Paragraph 3.2 above.
- 5.3 Any mutually agreed minor changes or amendments to this Agreement will be dealt with through normal means of communications, by the single point of contacts (SPoCs).

SPoCs for each party are as follows:

SG SPoC	DWP SPoC
<b>[Redacted]</b>	<b>[Redacted]</b>

- 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 set out in the 'SM/SSWP Single MoU', as referenced, in Section 4 (Derivation) of this Agreement. In the event of a formal escalation of an issue, the process for dispute resolution is outlined in Section 6 of the 'SM/SSWP Single MoU'.

## 7. Roles and Responsibilities

- 7.1 Scottish Ministers 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 practicable if they become aware of any deficiency in the quality of the Services delivered under this Agreement and seek to agree steps to resolve such issues.
  - 7.1.3 Work in partnership with DWP in respect of any potential changes to the delivery of JSP 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 Scottish Ministers shall at all times retain the responsibility for JSP 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 Scottish Ministers in respect of any potential impacts and changes that may affect or require changes to the Services.
  - 7.3.2 Inform Scottish Ministers as soon as reasonably practicable if they become aware of any deficiency in the quality of the 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 will confirm the award status for the applicant when **[Redacted]** cases are identified in accordance with the **[Redacted]** Data Sharing Agreement, as referenced in Section 4 (Derivation) of this Agreement, and as detailed in **Annex 1** of this Agreement. Contact will be made between SPoCs through e-mail inboxes as follows:

<b>Social Security Scotland Single Inbox</b>	<b>DWP Inboxes</b>
[Redacted]	[Redacted]

8.1.2 DWP will confirm the award status for the applicant when [Redacted] Cases are identified in the [Redacted], as detailed in **Annex 2**.

8.1.3 The turnaround time for responding to dedicated email enquiries relating to the processes, as detailed in **Annexes 1 and 2**, will be as soon as reasonably practical and within 3 working days. For any enquiries which are complex and are off-system the turnaround time will be 10 working days.

8.1.4 Where a request for a [Redacted] is identified, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 3**.

<b>Social Security Scotland Inbox</b>	<b>DWP Inboxes</b>
[Redacted]	[Redacted]

8.1.5 Scottish Ministers and DWP will confirm with either party the control measures associated with [Redacted], as detailed in **Annex 4 and Annex 4(a)**.

8.1.6 The turnaround time for responding to dedicated email enquiries relating to [Redacted] will be 2 working days, as detailed in **Annex 4(a)**.

<b>Social Security Scotland Inbox</b>	<b>DWP Single Inbox</b>
[Redacted]	[Redacted]

8.2 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:

8.2.1 Where Service Delivery Standards have not been met.

8.2.2 Where there are cases when the normal Service Delivery Standards would have an unacceptable impact on the client.

8.2.3 When Social Security Scotland business continuity plans are invoked which would impact a higher number than anticipated enquiries to DWP.

<b>SG Escalation SPoC</b>	<b>DWP Escalation SPoC</b>
[Redacted]	[Redacted]



## 9. Fraud

- 9.1 Fraud processes are being developed in a test and learn environment and are under continuous review by DWP and Social Security Scotland. Each party should refer to their operational guidance for current processes.
- 9.2 The agreed method to transfer data will be as detailed in the '[Redacted] Data Sharing Agreement', as referenced in Section 4 (Derivation) of this Agreement. There will be no transfer of referrals that cannot be conducted by e-mail.
- 9.3 As soon as each party identifies a fraud interest affecting the other party, all necessary information shall be sent over as soon as reasonably practicable.
- 9.4 Referrals in the form of Word documents will be transferred by e-mail:

<b>DWP transfer to Social Security Scotland</b>	<b>Social Security Scotland transfer to DWP</b>
[Redacted]	[Redacted]

## 10. Management Review

- 10.1 Each party will act transparently and work in a practical way in the spirit of co-operation, trust, respect and confidentiality in regards to any issues that may arise. 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 Each party agrees that no personal data will be shared for the purposes of evaluation.
- 11.2 Scottish Ministers will be wholly responsible for the evaluation of JSP. Each party will work together to ensure the agreed service standards are delivered.

## 12. Complaints

- 12.1 Each party will follow their defined BAU 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 the other as soon as reasonably practicable of any changes with its own legislation relating to JSP that may impact or require changes to the delivery of JSP or the Services.

- 13.2 Scottish Ministers will deliver JSP while seeking continuous improvement in delivery as part of BAU processes. Each party will work to ensure cost-effective delivery; subject to the overarching financial arrangements as referenced in Section 4 (Derivation) of this Agreement and as described in the Scottish Devolution: Financial Arrangements for Formal Agreements between Department for Work and Pensions and Scottish Ministers.

#### **14. Communications**

- 14.1 Communications in relation to JSP will be as in the agreed document 'DWP and SG Joint Communications Framework', as referenced in Section 4 (Derivation) of this Agreement.

#### **15. Financial Arrangements**

- 15.1 DWP will recharge Scottish Ministers agreed costs associated with the delivery of the Services. The agreed financial arrangements and costs are contained in the 'Scottish Devolution: Financial Arrangements for Formal Agreements between Department for Work and Pensions and Scottish Ministers', as referenced in Section 4 (Derivation) of this Agreement.

#### **16. Audit Arrangements**

- 16.1 DWP and Scottish Ministers will abide by the principles of audit and accountability as set out in the document 'Scottish Devolution: A Framework for Audit and Accountability', as referenced in Section 4 (Derivation) of this Agreement.
- 16.2 DWP and Scottish Ministers remain subject to their overall existing accountabilities to, respectively, the UK and Scottish Parliaments, and their associated audit bodies.
- 16.3 DWP and Scottish Ministers will abide by the principles in 'The Agreement between the Scottish Government and the United Kingdom Government on the Scottish Government's fiscal framework', as referenced in Section 4 (Derivation) of this Agreement: Paragraph 39 which states that 'All costs incurred by the UK Government where the Scottish Government is expected to meet the cost will be subject to audit.'
- 16.4 In 2020/2021 a new audit approach was adopted and agreed by DWP, Social Security Scotland, National Audit Office and Audit Scotland; Special Purpose Audit Framework will be used going forward as set out in the 'Scottish Devolution: Financial Arrangements for Formal Agreements between Department for Work and Pensions and Scottish Ministers', as referenced in Section 4 (Derivation) of this Agreement.

## 17. Data Processing

- 17.1 Further details of the data controller, and roles and responsibilities of Scottish Ministers and DWP in relation to the sharing of personal data, are set out in the '[Redacted] Data Sharing Agreement', as referenced in Section 4 (Derivation) of this Agreement.

## 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, and having regard to the 'MoU on Devolution' as well as the 'Concordat between the Department for Work and Pensions and the Scottish Government' as referenced, in Section 4 (Derivation) of this Agreement.
- 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).

SG FOI(S)A contact	DWP FOI Contact
<a href="mailto:Fol@gov.scot">Fol@gov.scot</a>	<a href="mailto:Freedom-ofinformation-request@dwp.gov.uk">Freedom-ofinformation-request@dwp.gov.uk</a>

## 19. Data Subject Requests

- 19.1 The parties will work together, when appropriate, and are expected to comply with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018 (DPA 2018) and must respond to right of access requests accordingly.
- 19.2 DWP agrees to inform Scottish Ministers as soon as possible (within 3 working days) of all right of access requests received from Data Subjects requesting copies of data held by Scottish Ministers. Where necessary, DWP will assist Scottish Ministers in processing the requests in line with the requirements of the UK GDPR and DPA 2018.
- 19.3 Scottish Ministers agree to inform DWP as soon as possible (within 3 working days) of all right of access requests which may be received from Data Subjects requesting copies of data held by DWP. Where necessary, Scottish Ministers will assist DWP in processing the requests in line with the requirements of the UK GDPR and DPA 2018.

Address details below:

<b>Social Security Scotland Data Protection Team</b>	<b>DWP Right of Access Request</b>
Data Protection Officer PO Box 10298 Dundee DD1 9FS [Redacted]	Right of Access Gateway Team Post Handling Site A Wolverhampton WV98 2EF [Redacted]

19.4 Details of the specific data being shared can be found in the '[Redacted] Data Sharing Agreement', as referenced in Section 4 (Derivation) of this Agreement.

## 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 Social Security Scotland and communication points of contact are in place in respective business continuity teams.

## 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 JSP. Each party will thereafter cooperate with the other to minimise the impact such changes will have on delivery of JSP. Incident management processes are detailed within the '[Redacted]', Service Level Agreement' and '[Redacted] Data Processing Agreement' and the '[Redacted]', as referenced in Section 4 (Derivation) of this Agreement.

## 22. Signatories

Signed: [Redacted]

Print Name: **James Wallace**

Date: **03/03/2023**

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

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Signed: [Redacted]

Print Name: **Helga Swidenbank**

Date: **14/02/2023**

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

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Signed: [Redacted]

Print Name: **Margarita Morrison**

Date: **06/02/2023**

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

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Signed: [Redacted]

Print Name: **Vikki Knight**

Date: **07/02/2023**

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

**ANNEX 1 – Confirmation of Qualifying Benefit, [Redacted]**

**ANNEX 2 – [Redacted]**

**ANNEX 3 – [Redacted]**

**ANNEX 4 – [Redacted]**

**ANNEX 4(a) – [Redacted]**

## ANNEX 5 – Glossary of Terms

The Glossary 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 have the meanings set out below.

<b>BAU</b>	Business as Usual
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>Commencement Date of Job Start Payment</b>	The date in 2020 on which delivery of Job Start Payment Services commenced
<b>DPA</b>	Data Processing Agreement
<b>DPA 2018</b>	Data Protection Act 2018
<b>DWP</b>	Department for Work and Pensions
<b>ESA</b>	Employment and Support Allowance
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>FOI(A)</b>	Freedom of Information Act 2000
<b>FOI(S)A</b>	Freedom of Information (Scotland) Act 2002
<b>GDPR</b>	General Data Protection Regulation
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>IS</b>	Income Support
<b>JSA</b>	Jobseeker’s Allowance
<b>JSP</b>	Job Start Payment
<b>MoU</b>	Memorandum of Understanding
<b>Resident in Scotland</b>	Ordinarily resident in Scotland or either in the EEA or Switzerland with a genuine and sufficient link to Scotland.
<b>Service Delivery Standards</b>	The service delivery standards to be met by DWP for the delivery of the Services as set out at <i>Para 8</i> .
<b>Services</b>	Has the meaning set out in <i>Para 2</i>
<b>SG</b>	Scottish Government
<b>SM/SSWP Single MoU</b>	Memorandum of Understanding between Scottish Ministers and the Secretary of State for Work and Pensions dated January 2023 as amended.
<b>SLA</b>	Service Level Agreement
<b>SM</b>	Scottish Ministers
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>SPoC</b>	Single Point of Contact
<b>[Redacted]</b>	<b>[Redacted]</b>



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