

**Jobcentre Plus
&
Local Authorities**

**Partnership Agreement
For
Benefit Administration,
Security & Fraud**

FINAL VERSION 1.0

APRIL 2008 TO MARCH 2011

Glossary of Terms

BDC	Benefit Delivery Centre
CCU	Central Control Unit
CIS	Customer Information System
CMS	Customer Management System
COO	Chief Operating Officer
CTB	Council Tax Benefit
DCI	Departmental Central Index
ERM	External Relations Manager
ETD	Electronic Transfer of Data
FIS	Fraud Investigation Service
FPI	Fraud Procedural Instructions
HB	Housing Benefit
HBRO	Housing Benefit Run-On
IS	Income Support
JSA	Jobseekers Allowance
LA	Local Authority
LAA	Local Authority Associations
MIRO	Mortgage Interest Run-On
NINO	National Insurance Number
ODN	Operational Delivery Network
PA	Partnership Agreement
POG	Practitioners Operational Group
SHSVDM	Shared Services Debt Management
SOG	Security Operational Group

PLEASE NOTE: The target days referred to in this document are working days not calendar days.

1.0 INTRODUCTION

- 1.1 This agreement sets out the principles for effective partnership working between Jobcentre Plus (JCP) and Local Authorities (LAs), most of which will be dealt with at a local level. The agreement covers the main aspects of how each organisation will work together on matters of Administration, Security and Fraud on claims which have a joint Jobcentre Plus and Local Authority interest. It sets out the reasons *why* we should work together and *what* we are jointly trying to achieve in doing so.
- 1.2 This is a 3 year Partnership Agreement (PA) which will run from April 2008 to March 2011. Unless there are any major changes introduced during that period which affect the overall PA that cannot be reflected in operational procedural guidance and other communications.
- 1.3 The agreement should be communicated to and understood by all relevant staff to help reinforce the benefits to be gained and the importance placed upon effective partnership working. Some of the process detail of *how* we can work together can be found in relevant guidance. e.g. Fraud Procedural Instructions (FPI) and Customer Management System (CMS) guidance.

2.0 AIMS AND OBJECTIVES

- 2.1 Partnership working is a commitment from each organisation to the Department for Work and Pensions that they will share information where legislation allows and procedural guidance dictates. The main aims of an effective partnership are to:
 - improve the end-to-end customer experience;
 - set out our joint commitment to maintain regular effective communication on operational and performance matters that impact on the administration of Housing Benefit, Council Tax Benefit and Jobcentre Plus benefits, or impact on the prevention, detection and sanction of benefit fraud;
 - support the efficient and timely exchange of accurate information in support of administering HB/CTB and Jobcentre Plus benefits;
 - use the partnership agreement as a starting point to further improve relationships between the organisations.

3.0 HEADLINE PRINCIPLES & STANDARDS FOR EFFECTIVE PARTNERSHIP WORKING

3.1 BENEFIT ADMINISTRATION

3.1.1 New Claims/ Claims Maintenance

The timely gathering and sharing of accurate information for new claims and claims maintenance is essential as it has a significant impact on the respective performance targets and official error for each organisation. Jobcentre Plus has a Standard Operating Model (SOM) in place which standardises its new claims and claims maintenance processes. To facilitate these processes the following standards should be adhered to:

- LA input documents to be forwarded to LA following receipt of signed customer statement (or decision to waive/defer if appropriate) – 100% within 2 days.
- Additional information gathered at the BDC to support the claim, is copied and forwarded to the relevant LA – 90% within 2 days and 100% within 5 days.
- When customer changes of circumstances are reported to the LA and Jobcentre Plus benefits are in payment, the LA will *notify* Jobcentre Plus by copying and forwarding the relevant documents to the relevant BDC (aside from tenancy, landlord and rent matters) – 100% within 5 days.
- The majority of customer changes in circumstances notified to Jobcentre Plus should be automatically notified to LA via the Electronic Transfer of Data (ETD). However, for clerical and suspended cases with a HB/CTB interest, Jobcentre Plus will copy and forward the change of circumstance to the relevant LA – 100% within 5 days.

3.1.2 Liaison & Communications

Liaison and communications between Jobcentre Plus and LAs is fundamental to effective partnership working. To help facilitate this process, each organisation must put the following arrangements in place: -

- A nominated contact (manager of supervisory level) in each of the organisations who has the knowledge and will take responsibility to deal with the relevant operational issues (normally in BDCs for Jobcentre Plus);
- Aside from the regular day-to-day communications, nominated contacts should meet formally at least twice a year to review progress against the agreement, discuss issues and opportunities for improvement;
- Agree logistical arrangements for managing the partnership – arrangements for contact lists, telephone access, fax numbers, escalation processes etc. and keep the information up to date;
- Agree arrangements for requests for information from LA to Jobcentre Plus and vice versa, to minimise the impact on operational performance. For example, which type of LA queries to Jobcentre Plus should be requested via a secure e-mail (where available) and which urgent queries can be requested by telephone? Or agree procedures to follow when LA is requesting a customer statement. Existing guidelines for this can be used;

- Ensure security guidance is adhered to, particularly when dealing with the exchange of personal and sensitive customer information; and
- Jobcentre Plus and LA Joint Boards, which will support day-to-day liaison between JCP and LAs. Further information on the role of Joint Boards can be found by pressing control on your keyboard and clicking on this link [JB Guidelines](#)

To help further improve the partnership, each organisation should also consider putting the following in place:

- Exchange visits between LA and Jobcentre Plus staff to gain a better understanding of each others business and the impact they have on one another;
- Investigate the potential for local joint projects. For example, joint training courses, publicising each others benefits, take-up campaigns etc.

3.1.3 **Extended payments**

When a customer's benefit ceases, some may be eligible for a HB/CTB extended payment (HBRO) or Mortgage Interest Run-On (MIRO). In all of these cases Jobcentre Plus staff should record details in dialogue(s) IS110/ JSA110 and take the appropriate action in accordance with procedural guidance.

3.1.4 **Deductions/ Overpayments**

Recovery of Housing Benefit Overpayments by deduction from Social Security benefits is managed by Shared Services Debt Management (SHSVDM), in compliance with the LA/DM Partnership Agreement. Jobcentre Plus will carry out any necessary benefit entitlement re-assessment and decision making action on LA fraud cases – 100% within 10 days for fraud cases and 100% within 20 days for all other cases.

3.1.5 **National Insurance Numbers (NINOs)**

Nominated officers must be appointed to deal with tracing and allocating NINOs. When LAs cannot trace a NINO via CIS they will request a trace using form DC11LA, which are dealt with at the Jobcentre Plus Central Control Unit (CCU) – Jobcentre Plus to clear 86% of requests within 33 days of first contact.

3.1.6 **Local Agreements**

Local procedures can be agreed where these meet specific local requirements and comply with the aims and objectives of effective partnership working (see section 2.0). Agreements should be negotiated at the lowest operational level and, where appropriate, should be agreed through Joint Board arrangements.

3.1.7 Contingency Arrangements

At the outset of the agreement, Jobcentre Plus and LAs should discuss and agree any necessary contingency arrangements. These discussions should focus on provisions for situations where LAs are unable to access information from CIS or receive ETDs for a period of time. They should consider when contingency arrangements should be invoked and what arrangements should be put in place. This should be agreed in accordance with any national guidance or steer for contingency arrangements.

3.2 BENEFIT FRAUD AND SECURITY

3.2.1 Notifications

FIS and LAs undertake to inform each other of cases under investigation and their outcomes to avoid duplication and maximise prevention, deterrent and detection opportunities.

3.2.2 Investigations and Sanctions

Joint investigations and sanctions should be offered/ take place where there is a joint benefit interest and joint working is the most practical and efficient way to progress a case towards its conclusion. During joint investigations, investigators will follow relevant procedures and adhere to legislation.

3.2.3 Customer Compliance

Customer Compliance is used by Jobcentre Plus (and some Local Authorities) as an alternative to criminal fraud investigations and sanctions. It addresses incorrectness in benefit cases by carrying out formal interviews with the customers and encouraging future compliance with the benefit reporting process.

Customer Compliance guidance and procedures must be followed by Jobcentre Plus, giving due care to ensuring these cases do not undermine or interfere with ongoing LA investigations.

3.2.4 Publicity

Publicity is an integral part of fraud deterrence and detection. Close liaison on joint benefit interest cases is required to optimise publicity opportunities, whilst ensuring relevant prevailing procedures are followed and the publicity is co-ordinated appropriately.

3.2.5 Local Agreements

Local procedures can be agreed where these meet specific local requirements and comply with the aims and objectives of effective partnership working. Agreements should be negotiated at the lowest operational level and, where appropriate, should be agreed through Joint Board arrangements.

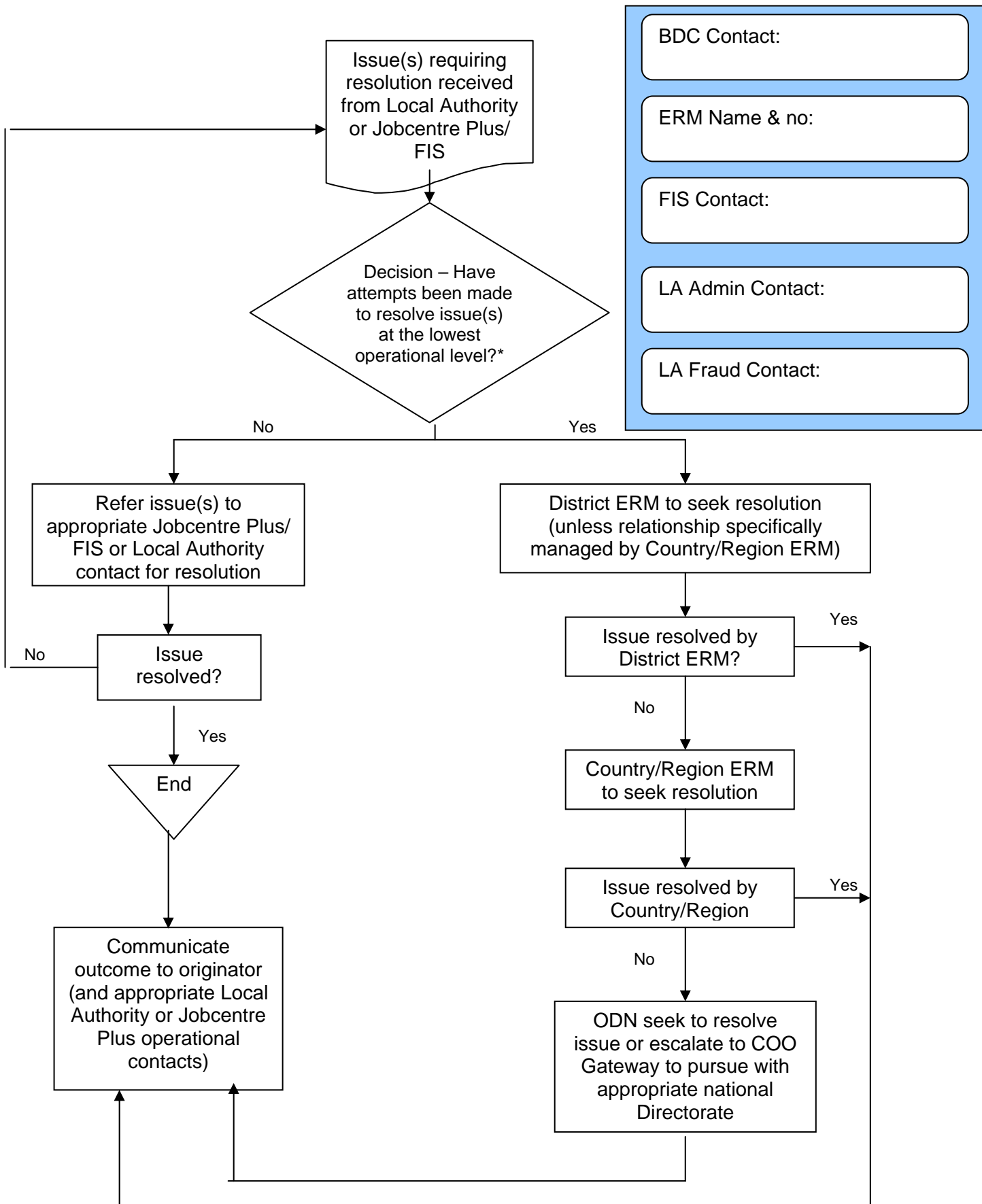
4.0 ESCALATION PROCEDURES

- 4.1 As an overarching principle, day-to-day business management and any issues arising will be dealt with and resolved at the most appropriate and lowest level, through normal management routes and nominated contacts if appropriate.
- 4.2 If LAs have exhausted all normal management routes and nominated contacts without success, they should escalate the issue to the Jobcentre Plus District External Relations Manager (ERM), in the first instance (see annex 1). ERMs are responsible for managing the local relationship between Jobcentre Plus and its partners including representing other areas of Jobcentre Plus business. ERMs are supported by a comprehensive group of operational colleagues in Jobcentre Plus throughout the management chain up to national level, who will provide appropriate briefing to aid issue resolution.
- 4.3 If Jobcentre Plus have exhausted all normal management routes and nominated contacts without success, they should escalate issues to the LA Benefits Manager/ Fraud Manager. The LA Benefits Manager/ Fraud Manager will then take responsibility to ensure appropriate information is provided to aid issue resolution.

5.0 AGREEMENT, MONITORING AND EVALUATION

- 5.1 This agreement has been endorsed by the Local Authority Associations (LAA) and Jobcentre Plus. The contents will be communicated to all relevant management and staff within Jobcentre Plus and LAs. Where deemed necessary, they may choose to put additional local arrangements in place (see paragraphs 3.1.6 & 3.2.5).
- 5.2 The agreement will be jointly signed by the Jobcentre Plus Joint Board chair and the LA Benefits Manager (see annexes 2 & 3). LAs may choose to sign the agreement individually or have one LA sign on behalf all LAs in their Joint Board.
- 5.3 Monitoring of the agreement should be carried out on joint Jobcentre Plus and HB/CTB interest cases at least every 6 months. Joint Boards will identify the most appropriate person/s to carry out the monitoring and agree and identify the local risk areas to be monitored. Attached at annex 4 are a list of examples which could be monitored to give assurance that joint working is operating effectively – although this list is not exhaustive. It is recommended that **Joint Boards select at least 3 separate areas for monitoring in alignment with their local risk areas**. Results from the monitoring should be fed back to Joint Boards for discussion and analysis.
- 5.4 The PA is a 3 year agreement from April 2008 (subject to any major changes being introduced). It will be evaluated every 12 months (or sooner if required), led by Jobcentre Plus Partnerships Division and including the POG, SOG and other key stakeholders such as Jobcentre Plus, LA nominated contacts, Jobcentre Plus ERMs, BDC Managers and LA Benefit Managers.

ROLES & RESPONSIBILITIES WITHIN THE ESCALATION PROCEDURES



*using existing guidance and procedures

EFFECTIVE PARTNERSHIP STATEMENT OF INTENT FOR THE PARTNERSHIP AGREEMENT FOR BENEFIT ADMINISTRATION, SECURITY & FRAUD BETWEEN JOBCENTRE PLUS, FIS AND THE LOCAL AUTHORITY

Name of Local Authority:

**Name of Benefit Delivery Centre
and/or District:**

To cover period: April..... to March.....

Effective Partnership Statement of Intent

“We have read the service level agreement and we agree to put all the necessary resources, processes and monitoring arrangements in place to help Jobcentre Plus/ FIS and Local Authorities achieve the aims and objectives in effective partnership working.”

Signed on behalf of Jobcentre Plus/ FIS:

..... (Signature of Joint Board Chair)

..... (PRINTED NAME)

Signed on behalf of the Local Authority:

..... (Signature of LA Benefits Manager)

..... (PRINTED NAME)

**END OF YEAR SIGN-OFF STATEMENT FOR THE
PARTNERSHIP AGREEMENT FOR BENEFIT ADMINISTRATION,
SECURITY & FRAUD BETWEEN JOBCENTRE PLUS, FIS AND
THE LOCAL AUTHORITY**

Name of Local Authority:

Name of Benefit Delivery Centre
or District:

To cover period: April..... to March.....

Effective Partnership End of Year Sign-off Statement

“We have reviewed partnership working between Jobcentre Plus/ FIS and the Local Authority over the last 12 months, against the aims and objectives and standards within the Partnership Agreement.

- *We agree that aims, objectives and standards of the PA have been met.”*
- *We agree that aims, objectives and standards of the PA have been met to the best of each organisations ability and operational viability.”*
- *We agree that the aims, objectives and standards of the PA have **not** been met satisfactorily and we will work together to review our effective partnership arrangements, with an aim to improving them”**

**please delete the appropriate statements*

Signed on behalf of Jobcentre Plus

..... (Signature of Joint Board Chair)

..... (PRINTED NAME)

Signed on behalf of the Local Authority

..... (Signature of LA Benefits Manager)

..... (PRINTED NAME)

Examples of joint working activities to be monitored

Below are some examples of joint working activities which can be monitored. This list is not exhaustive.

Joint Boards should monitor at least twice a year and select all relevant activities (no less than 3 across the board), which are linked to their local risk areas.

The outcomes from the monitoring exercise should be fed back to Joint Boards for discussion and analysis.

For larger BDCs with high live loads, JCP and LAs can agree a manageable sample size to be monitored.

BENEFIT ADMINISTRATION	
Standard/ Arrangement to be checked	Recommended Sample size
LA input documents to be forwarded to LA following receipt of signed customer statement – 100% within 2 days.	2.5% of throughput*
Additional information gathered at the BDC to support the claim, is copied and forwarded to the relevant LA – 90% within 2 days and 100% within 5 days.	2.5% of throughput*
For clerical and suspended cases with a HB/CTB interest, JCP copy and forward the change of circumstances to the relevant LA – 100% within 5 days.	2.5% of throughput*
Nominated contacts are in place, they meet at least twice yearly formally, contact lists are up to date and liaison arrangements are effective.	N/A
Local Housing Allowance (LHA) has been communicated in Jobcentre Plus and LAs regularly update Jobcentre Plus with any changes to rent scales, regarding LHA	N/A
When Jobcentre Plus benefits cease consider HB/CTB extended payment or MIRO and if appropriate record details in IS110/ JSA110	2.5% of throughput*
Jobcentre Plus will carry out any necessary benefit entitlement re-assessment and decision making action on LA fraud cases – 100% within 10 days.	2.5% of throughput*
When LAs cannot trace a NINO via CIS they will request a trace using DCI1LA form – Jobcentre Plus to clear 86% of requests within 33 days	2.5% of throughput*
SECURITY & FRAUD	
Standard/ Arrangement to be checked	Recommended Sample size
Nominated contacts are in place, they meet at least twice yearly formally, contact lists are up to date and liaison arrangements are effective.	N/A
FPA forms are being issued and recorded in accordance with joint working processes, timings and security guidance	2.5% of throughput
File retrieval from remote storage	Over an agreed monitoring period

*Throughput – is the amount of relevant cases which are dealt with in the specified monitoring period i.e. 1 week