

SERVICE LEVEL AGREEMENT
BETWEEN
DEPARTMENT FOR WORK AND PENSIONS
AND
SCOTTISH MINISTERS
IN RESPECT OF
CARER'S ALLOWANCE SUPPLEMENT

V1.0

Key personnel	Name	Role
Author		[REDACTED]
Approver		[REDACTED]
Owner		David Wallace, Chief Executive, Social Security Scotland Graeme Wallace, Retirement Provision Operations Director

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PARTIES

1. This Agreement is entered into between the Department for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA (“**DWP**”) and the Scottish Ministers of Victoria Quay, Edinburgh EH6 6QQ (“**SM**”).

PURPOSE & PRINCIPLES

2. This Agreement sets out the provisions of the relationship between SM and DWP in relation to the Carer's Allowance Supplement (“CAS”) and the services DWP will provide to support this, which are as follows:
 - i. Under a data sharing agreement, DWP will provide data to enable Social Security Scotland to make a CAS payment to Scottish residents in receipt of Carer's Allowance (“CA”) on specific eligibility dates as set out in **Annex 1** (Provision of Data) and **Annex 2** – (Customer Payment Journey - High Level Process Map); and
 - ii. DWP will deal with customer enquiries and complaints relating to CAS by sign posting customers to Social Security Scotland as set out in **Annexes 3, 3a** and **3b** and Annexes **4** and **4a** (“the Services”).

DWP and Social Security Scotland will work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.

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

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

DURATION

3. This Agreement will become effective from the same date as the CAS Data Sharing Agreement between DWP and SM. This Agreement shall be effective for two (2) years (**the “Term”**).

This Agreement may be varied, or the Term extended, by mutual written agreement of both parties at any time during the Term. Variations to this Agreement will be agreed by both parties and no work will be undertaken until principles for funding the work are agreed.

DERIVATION

4. 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”, 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 Department for Work and Pensions and Scottish Government	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 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 (the “ SG/DWP Single MoU ”) and the following Annexes: <i>CAS Data Sharing Agreement Annex</i> <i>CIS Data Sharing Agreement Annex</i> <i>CIS Service Level Agreement Annex</i>	25 October 2016 Summer 2018 Summer 2018 Summer 2018
The agreement between the Scottish Government and the United Kingdom Government on the Scottish Government’s fiscal framework Annex C - Operation and Governance of the Scottish Government’s Fiscal Framework	26 February 2016
Scottish Devolution Framework for Audit and Accountability	Summer 2018
Scottish Devolution: Financial Statement to support CAS SLA	(Date of signing of the CAS SLA)
DWP and SG Joint Communications Framework	July 2017

REVISION TO THE SERVICE LEVEL AGREEMENT

5. DWP agrees to inform Social Security Scotland as soon as reasonably practicable in advance of any potential changes that may impact on or require changes to the Services. Both parties would need to agree whether a revision to this Agreement is required. Any mutually agreed minor changes or amendments to this Agreement, 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]

DISPUTES

6. The process for dispute resolution is outlined in Section 5 (Escalation) process of the SG/DWP Single MoU.

REVISION TO IT REQUIREMENTS

7. If a request for change to an IT system is made after [REDACTED] goes live, DWP Digital should be engaged to triage change and, where appropriate, will be directed to complete Digital Planning Forum template (DPF) or an operational change request, which can be requested by contacting [REDACTED] as relevant.

Once the request is completed it will be allocated to the correct team(s) to review and impact to determine whether or not it can be agreed.

ROLES AND RESPONSIBILITIES

8. *Social Security Scotland will, as set out in this Agreement:*
- Be responsible for payment to DWP for “**the Services**” in accordance with Section 12 (Financial Arrangements)
 - Inform DWP as soon as reasonably practicable if they become aware of any deficiency in the quality of Services delivered under this Agreement and take steps to resolve such issues;
 - Work in partnership with DWP in respect of any potential changes to the delivery of CAS as may affect the Services.
 - Be responsible for the effective identification and management of risks arising from the delivery of the Services.

The DWP will, as set out in this Agreement:

Deliver the Services in accordance with the terms of this Agreement:

- Work in partnership with Social Security Scotland in respect of any potential changes to CAS that may impact on or require changes to the Services.
- Be responsible for the effective identification and management of risks arising from the delivery of the Services.

For the avoidance of doubt, both parties acknowledge that the SM will retain responsibility for the delivery of CAS.

SERVICE DELIVERY STANDARDS

9. DWP will deliver the Services in accordance with the Service Delivery Standards set out below.
- Any identified handoffs are operated via email through a secure centralised inbox. The turnaround time for responding to email and handoffs is 3 working days.
 - The emails within the secure centralised inbox will be checked regularly in accordance with DWP business as usual processes.

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

- Service Delivery Standards have not been met e.g. timescale for response is not met within 3 working days.
- Exceptional cases where the normal Service Delivery Standards would have an unacceptable impact on the customer. These exceptions are contained and detailed within the CAS Data Sharing Agreement.

MANAGEMENT REVIEW

10. Both parties 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.

Social Security Scotland and DWP have established a CAS Joint Working Group to oversee the delivery of this SLA. Any mutually agreed minor changes or amendments to ways of working, will be dealt with through normal means of communications via the CAS Joint Working Group.

COMPLAINTS

11. Each party will follow their defined customer/client complaints procedures in accordance with the processes set out in **Annexes 4, 4a**. Social Security Scotland and DWP agree to inform the other as soon as reasonably practicable upon receipt of a complaint which relates, wholly or in part, to a service provided by the other party.

FINANCIAL ARRANGEMENTS

12. DWP will recharge Social Security Scotland agreed costs associated with the Services. The agreed financial arrangements are contained in the Financial Statement for the Carer's Allowance Supplement Service Level Agreement.

AUDIT ARRANGEMENTS

13. 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 published in summer 2018).

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

COMMUNICATIONS

14. DWP and Social Security Scotland have agreed a communications approach ensuring a seamless customer/client experience. Communications in relation to CAS will be dealt with as in the agreed document DWP and SG Joint Communications Framework. Social Security Scotland and DWP have agreed the following principles:

- Social Security Scotland will notify DWP if they are to issue any communication activity, about CAS and related issues, as soon as reasonably practicable.
- For the avoidance of doubt Social Security Scotland will be fully responsible for all communications relating to CAS.

FREEDOM OF INFORMATION REQUESTS, PARLIAMENTARY QUESTIONS, MINISTERIAL CORRESPONDENCE AND 'TREAT OFFICIAL' CORRESPONDENCE

15. 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 DWP and SG.

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

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).

RIGHT OF ACCESS REQUESTS

16. Both parties are expected to comply with the DPA 2018 and GDPR and will respond to right of access requests accordingly.

The DWP agrees to inform SM 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 owned by SM. Where necessary the DWP will assist SM in processing the requests in line with the requirements of the DPA. Where the DWP is also the Data Controller in respect of the same personal data, SM will inform the DWP as soon as possible (within 3 working days) of any right of access requests which may be received from the Data Subjects. Both parties will produce and publish or issue clear guidance to data subjects about how to exercise their information rights.

The DWP and SM will also provide all reasonable assistance to the other party where they are acting as a Data Controller in respect of the personal data to allow that other party to give effect to and comply with the exercise of other rights of individuals under the DPA 2018.

BUSINESS CONTINUITY

17. If DWP or Social Security Scotland business continuity plans are invoked which affect delivery of CAS, each will advise one another of the issue, impact and resulting action as soon as reasonably practical.

[REDACTED]

TECHNICAL CAPABILITIES

18. [REDACTED]

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 CAS. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on CAS.

SIGNATORIES

Signed by: [REDACTED]

Print name: Graeme Wallace

Date:

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

Signed by: [REDACTED]

Print name: Stephen Kerr

Date:

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

Signed by: [REDACTED]

Print name: David Wallace

Date:

A duly authorised officer for and on behalf of the Social Security Scotland

Signed by: [REDACTED]

ANNEX 1 [REDACTED]
ANNEX 2 [REDACTED]
ANNEX 3 [REDACTED]
ANNEX 3a [REDACTED]
ANNEX 3b [REDACTED]
ANNEX 4 [REDACTED]
ANNEX 4a [REDACTED]
ANNEX 5 [REDACTED]
ANNEX 5a [REDACTED]
ANNEX 5b [REDACTED]

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.

CA	Carer's Allowance
[REDACTED]	
CAS	Carer's Allowance Supplement
CIS	Customer Information System
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
Hand-off	The mechanism for exchange or confirmation of information
[REDACTED]	
Service Delivery Standards	The service delivery standards to be met by DWP for the delivery of the Services as set out at Para 9 .
Services	Has the meaning set out in Para 2
SG	Scottish Government
SLA	Service Level Agreement
SPoC	Single Point of Contact
Term	Has the meaning set out in Para 3