

Service Level Agreement between the Secretary of State for Work and Pensions and Scottish Ministers in respect of Child Winter Heating Assistance

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Table of Contents

1. Parties	4
2. Scope and principles	4
3. Duration	4
4. Derivation	5
5. Revision to this agreement	6
6. Disputes	6
7. Roles and responsibilities	6
8. Service delivery standards	7
9. Fraud	8
10. Management review	8
11. Complaints	8
12. Financial arrangements	9
13. Audit arrangements	9
14. Communications	9
15. Data processing	9
16. Freedom of information requests, parliamentary questions, ministerial correspondence and ‘treat official’ correspondence	9 9 9
17. Right of access requests	10
18. Business continuity	10
19. Technical capabilities	10
20. Signatories	12
Annex A – [REDACTED] Secure transfer of files between DWP & SG	13
Annex B – [REDACTED] Scottish resident receives CWHA – (Paid Clerically)	13
Annex C – [REDACTED]	13
Annex D – [REDACTED] Key Processes for Fraud Referral	13
Annex E – [REDACTED] Key Processes for Fraud Referral	13
Annex G – Glossary of Terms	14

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 ('**SSWP**') and the Scottish Ministers of Victoria Quay, Edinburgh EH6 6QQ.
- 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, 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 Child Winter Heating Assistance (CWAHA) and the services DWP will provide to support this, which are as follows (the Services):
 - 2.1.1 Under the **[REDACTED]** Data Sharing Agreement (DSA), as referenced in Section 4 (Derivation) of this Agreement, DWP will provide data to enable Social Security Scotland to make a CWAHA payment to residents in Scotland in receipt of Disability Living Allowance for Children.
 - 2.1.2 DWP will deal with customer enquiries relating to CWAHA by sign posting customers to Social Security Scotland.
 - 2.1.3 DWP and Social Security Scotland will work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.
 - 2.1.4 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the Services in so far as relevant.
 - 2.1.5 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 became effective on the date on which DWP delivered their Services as outlined at Para 2.1.1 and 2.1.2 in November 2020. Subject to termination by either party, it shall remain in force until after the cases of all residents in Scotland in receipt of Disability Living Allowance for Children have transferred to Social Security Scotland (the Term). This Agreement is subject to review by each party on or before the date twelve (12) months after the Commencement Date of CWAHA or when deemed appropriate by each party.
- 3.2 This Agreement may be varied, or the Term extended, 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 additional/further work will be undertaken until principles for funding the work are agreed.

- 3.3 For the avoidance of doubt, any variations agreed between the parties must be effected in writing and shall form an amendment to this Agreement.
- 3.4 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 CWHA.
- 3.5 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 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 'SM/DWP Single MoU')** and will 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:

Document	Version/Date
Concordat between the Department for Work and Pensions and 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 (MoU on devolution)	October 2013
Memorandum of Understanding between Scottish Ministers (SM) 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 'SM/DWP Single MoU') and the following Annexes: <i>[REDACTED]Data Sharing Agreement</i> <i>[REDACTED]Service Agreement</i> <i>[REDACTED]Service Level Agreement</i> <i>[REDACTED]Data Sharing Agreement</i> <i>[REDACTED]Data Processing Agreement</i>	January 2019
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	February 2020
Scottish Devolution: Financial Summary to support Child Winter Heating Assistance	Date of Signing of this Agreement
DWP and SG Joint Communications Framework	July 2017

5. Revision to this agreement

- 5.1 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.
- 5.2 Both parties would need to agree whether a revision to this Agreement is required. As detailed in Section 3.2 and 3.3 above.
- 5.3 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]

- 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. As detailed in Section 3.2 and 3.3 above.

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/DWP Single MoU. In the event of a formal escalation of an issue, the process for dispute resolution is outlined in Section 6 of the SM/DWP Single MoU.

7. Roles and responsibilities

7.1 *Social Security Scotland will, as set out in this Agreement:*

- 7.1.1 Be responsible for payment to DWP for the Services in accordance with Section 12 (Financial Arrangements);
- 7.1.2 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;

7.1.3 Work in partnership with DWP in respect of any potential changes to the delivery of CWHA as may affect 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, both parties acknowledge that the Scottish Ministers will retain responsibility for the delivery of CWHA.

7.3 *DWP will, as set out in this Agreement:*

7.3.1 Deliver the Services in accordance with the terms of this Agreement;

7.3.2 Work in partnership with Social Security Scotland in respect of any potential changes to CWHA that may impact on or require changes to the Services;

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 DWP will deliver the Services in accordance with the Service Delivery Standards set out below.

8.1.1 DWP will deliver the scan in accordance with the **[REDACTED]** Data Sharing Agreement as referenced in Section 4 (Derivation) of this Agreement, and as detailed in **Annex A** of this Agreement.

8.1.2 DWP will deliver data sharing for DWP clerical cases of residents in Scotland in receipt of Disability Living Allowance for Children in accordance with the **[REDACTED]** Data Sharing Agreement as referenced in Section 4 (Derivation) of this Agreement, and as detailed in **Annex B** of this Agreement”

8.1.3 DWP will confirm the **[REDACTED]** associated with **[REDACTED]**, as detailed in **Annex C**.

8.1.4 The turnaround time for responding to dedicated email enquiries relating to **[REDACTED]** will be 2 working days, as detailed in **Annex C**.

Social Security Scotland Inbox	DWP Inbox
[REDACTED]	[REDACTED]

8.2 Escalation of any concerns or issues with the operational service 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:

8.2.1 Service Delivery Standards have not been met, e.g. timescale for the agreed delivery of scan.

9. Fraud

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, as detailed in **Annex D**.

9.1.2 Key fraud referral processes from Social Security Scotland to DWP, as detailed in **Annex E**.

9.1.3 Key fraud data share process **[REDACTED]**, as detailed in **Annex F**

9.1.4 Referrals in the form of Word documents will be transferred by secure email:

DWP transfer to Social Security Scotland	Social Security Scotland transfer to DWP
[REDACTED]	[REDACTED]

9.2 As soon as each party identifies a potential fraud affecting the other party, all necessary information as detailed in the Annexes shall be sent over as soon as reasonably practicable.

9.3 The agreed method to transfer will be as detailed in the **[REDACTED]** Data Sharing Agreement as referenced in Section 4 (Derivation) of this Agreement. From the Commencement Date of CWHA, there will be no transfer of referrals that cannot be conducted by secure email.

9.4 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. Complaints

11.1 Each party will follow their defined BAU Customer/Client complaints procedures.

12. Financial arrangements

- 12.1 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 and Financial Summary to support the Child Winter Heating Assistance Service Level Agreement between Department for Work and Pensions and Scottish Ministers both as referenced in Section 4 (Derivation) of this Agreement.

13. Audit arrangements

- 13.1 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.
- 13.2 DWP and Scottish Ministers remain subject to their overall existing accountabilities to, respectively, the UK and Scottish Parliaments, and their associated audit bodies.
- 13.3 DWP and the Scottish Ministers will abide by the principles in the Agreement between the Scottish Government and the United Kingdom Government on the Scottish Government 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.'

14. Communications

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

15. Data processing

- 15.1 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.

16. Freedom of information requests, parliamentary questions, ministerial correspondence and 'treat official' correspondence

- 16.1 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 DWP and SG both as referenced in Section 4 (Derivation) of this Agreement.
- 16.2 Each party will assist and cooperate with each other where appropriate to enable each to meet its obligations.

16.3 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).

17. Right of access requests

17.1 The parties will work together, when appropriate, and are expected to comply with the Data Protection Act 2018 (DPA 2018) and EU General Data Protection Regulation (GDPR) (EU) 2016/679 and must respond to right of access requests accordingly.

17.2 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 DPA 2018 and GDPR.

17.3 Where DWP is also the Data Controller in respect of the same personal data, 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 the 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 DPA 2018 and GDPR.

Address details below:

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

17.4 Details of the specific data being shared can be found in the [REDACTED] Data Sharing Agreement, as per Section 4 (Derivation).

18. Business continuity

18.1 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.

19. Technical capabilities

19.1 DWP have developed the technical capabilities to extract the relevant data, create the agreed file format and securely transmit it to Social Security Scotland, as set out in the [REDACTED] Data Sharing Agreement as referenced in Section 4 (Derivation) of this Agreement.

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

20. Signatories

Beverly Warmington, Director of Disability Services, Department for Work and Pensions (DWP

Signed:[REDACTED]

Date: 13/04/2021

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

Chris Guest, Deputy Director of Fraud Error and Debt Strategy and Policy

Signed: [REDACTED]

Date: 06/05/2021

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

James Wallace, Deputy Director, Finance and Corporate Services, Social Security Scotland

Signed:[REDACTED]

Date: 13/05/2021

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

- Annex A – [REDACTED] Secure transfer of files between DWP & SG**
- Annex B – [REDACTED] Scottish resident receives CWHA – (Paid Clerically)**
- Annex C – [REDACTED]**
- Annex D – [REDACTED] Key Processes for Fraud Referral**
- Annex E – [REDACTED] Key Processes for Fraud Referral**
- Annex F – [REDACTED] Key Process**

Annex G – 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.

BAU	Business as Usual
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Commencement Date of CWHHA	The date in November 2020 on which delivery of Child Winter Heating Assistance commenced
[REDACTED]	[REDACTED]
CWHHA	Child Winter Heating Assistance
DLA	Disability Living Allowance for a Child
DPA 2018	Data Protection Act 2018
[REDACTED]	[REDACTED]
DSA	Data Sharing Agreement
DWP	Department for Work and Pensions
[REDACTED]	[REDACTED]
FOI(A)	Freedom of Information Act 2000
FOI(S)A	Freedom of Information (Scotland) Act 2002
GDPR	General Data Protection Regulation
[REDACTED]	[REDACTED]
MoU	Memorandum of Understanding
RAR	Right of Access Request
Resident in Scotland	Ordinarily resident in Scotland or either in the EEA or Switzerland with a genuine and sufficient link to Scotland.
Service Delivery Standards	The service delivery standards to be met by DWP for the delivery of the Services as set out at Para 8 .
Services	Has the meaning set out in Para 2
SG	Scottish Government
SM/DWP Single MoU	The Memorandum of Understanding between Scottish Ministers and The Department for Work and Pensions dated January 2019 as amended
SLA	Service Level Agreement
SM	Scottish Ministers
[REDACTED]	[REDACTED]
SPoC	Single Point of Contact
SSWP	Secretary of State for Work and Pensions
Term	Has the meaning set out in Para 3



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