

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

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Key personnel	Name	Role
Author	[REDACTED]	[REDACTED]
Approver	[REDACTED]	[REDACTED]
Owner	James Wallace Beverley Warmington Margarita Morrison Graeme Wallace CBE Chris Guest	Deputy Director, Finance and Corporate Strategy, Social Security Scotland Director of Disability Services, Department for Work and Pensions (DWP) DWP Area Director for Scotland Retirement Services Delivery Director Deputy Director of Fraud Error and Debt Strategy and Policy

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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 ('**SSWP**') of Caxton House, Tothill Street, London, SW1H 9NA and the Scottish Ministers ('**SM**') acting in some instances through Social Security Scotland of Victoria Quay, Edinburgh EH6 6QQ.
- 1.2 References to the Scottish Government ('**SG**'), the SM or Social Security Scotland will, as appropriate, be read as also including reference to each of the other entities.
- 1.3 References to SSWP shall be read as including reference to 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 SM and DWP in connection with SG's Scottish Child Payment (SCP) and the Services DWP will provide to support this SM initiative. This Agreement commenced when applications opened for SCP in November 2020.
- 2.2 The Services are described in the Outline of Services in **Annexes A–G**, 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 insofar as relevant.
- 2.5 Each party will act transparently and 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 the Services as outlined in Para 2.2 when applications opened for SCP in November 2020. 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 Commencement Date of SCP 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 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 the delivery of SCP.

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 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', 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:

Document	Version/Date
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 (MoU on devolution)	October 2013
Memorandum of Understanding between Scottish Ministers (SM) 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 ' SM/DWP Single MoU ') and the following Annexes: <ul style="list-style-type: none"> • [REDACTED] Data Sharing Agreement • [REDACTED] Data Sharing Agreement • [REDACTED] Service Agreement • [REDACTED] Service Level Agreement • [REDACTED] Data Processing Agreement 	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 	February 2016
Scottish Devolution: Financial Arrangements for Formal Agreements and Financial Summary to support the Scottish Child Payment Service Level Agreement between Department for Work and Pensions and Scottish Ministers.	May 2020
Scottish Devolution A Framework for Audit and Accountability	March 2019
DWP and SG Joint Communications Framework.	July 2017
[REDACTED]	February 2020

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 paragraph 3.2 above.
- 5.3 Any mutually agreed minor changes or amendments will be dealt with through normal means of communications, by the single points of contact ('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 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 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 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 SCP 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 SCP 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 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 Social Security Scotland will contact DWP by secure email inboxes to;
- 8.1.1.1 Confirm the award status for applicant when clerical cases are identified in the **[REDACTED]**, as detailed in **Annex A**.

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

8.1.1.2 Confirm the award status for the applicant when [REDACTED] cases are identified in the [REDACTED], as detailed in **Annex B**.

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

8.1.1.3 Confirm the [REDACTED] associated with [REDACTED], as detailed in **Annex C**.

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

8.1.2 Details of the specific data being shared can be found in the [REDACTED] Data Sharing Agreement (DSA).

8.1.3 The turnaround time for responding to dedicated email enquiries relating to [REDACTED] cases will be 3 working days. For any enquiries, which are complex and are off-system the turnaround time will be 10 working days, as detailed in **Annexes A–B**.

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**.

8.1.5 The agent-to-agent e-mail service will be available from 8.00am to 6.00pm Monday to Friday excluding Bank Holidays.

8.1.6 DWP will supply to SM a monthly data & analytics data file containing all Scottish Universal Credit Full Service cases that have a child under six years old, which will enable SM to assess eligibility. Scottish residents will be invited to claim SCP through the existing invitation letter to Best Start Grant (BSG). Further details are set out in the [REDACTED] Data Share Agreement (DSA) and the BSG Service Level Agreement.

8.1.7 DWP will supply to SM a monthly spreadsheet containing details of all Scottish Pension Credit Child Addition Cases, which will enable SM to assess eligibility. SM will be able to check eligibility and make a decision regarding the claim for SCP. Further details are set out in the [REDACTED] Data Sharing Agreement (DSA) and detailed in **Annex G**.

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

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

SG Escalation SPoC	DWP Escalation SPoC
[REDACTED]	[REDACTED]

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 sharing 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 fraud interest affecting the other party, all necessary information as detailed in **Annexes D – F** 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 (DSA). From day one, 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 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 SM will be wholly responsible for the evaluation of SCP. 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 in supporting legislation to SCP that may impact on or require changes to the delivery of SCP or the Services.
- 13.2 SM will deliver SCP 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 described in the Scottish Devolution: Financial Arrangements for Formal Agreements and Financial Summary to support the Scottish Child Payment Service Level Agreement between Department for Work and Pensions and Scottish Ministers.

14 Communications

- 14.1 Communications in relation to SCP 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 Scottish Devolution: Financial Arrangements for Formal Agreements and Financial Summary to support the Scottish Child Payment 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.
- 16.3 DWP and the SM will abide by the principles in the Agreement between the SG and the United Kingdom Government on the Scottish Government fiscal framework:

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.'

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 [REDACTED] Data Sharing Agreement and Data Services 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 the DWP and the 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 (Fol(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 (EU) 2016/679 and must respond to right of access requests accordingly.

19.2 DWP agrees to inform SM as soon as possible (within 3 working days) of all right of access requests received from data subjects requesting copies of data held by SM. Where necessary, DWP will assist SM in processing the requests in line with the requirements of the DPA 2018 and GDPR.

19.3 SM agrees 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, SM will assist DWP in processing the requests in line with the requirements of the DPA 2018 and GDPR.

19.4 Details of the specific data being shared can be found in the Data Sharing Agreement.

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 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 SCP. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on SCP. **[REDACTED]**

22. 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

Graeme Wallace CBE – Retirement Services Delivery Director, Tyne View

Signed: [REDACTED]

Date: 09/04/2021

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

Margarita Morrison – Area Director for Scotland

Signed: [REDACTED]

Date: 12/04/2021

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

[REDACTED] Annex A – SCP Phase 1 Qualifying Benefit is Clerically Maintained

[REDACTED] Annex B – SCP Phase 1

[REDACTED] Annex C– SCP Phase 1

[REDACTED] Annex D – Key Processes for Fraud Referral

[REDACTED] Annex E – Key Processes for Fraud Referral

[REDACTED] Annex F – Key process

[REDACTED] Annex G – Pension Credit Child Addition Process

Annex H – 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
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
DPA	Data Processing Agreement
DPA 2018	Data Protection Act 2018
DSA	Data Sharing Agreement
DWP	Department for Work and Pensions
[REDACTED]	[REDACTED]
SM/DWP Single MOU	The Memorandum of Understanding between Scottish Ministers and The Department for Work and Pensions dated 25 October 2016 as amended.
[REDACTED]	[REDACTED]
FOI	Freedom of Information
[REDACTED]	[REDACTED]
GDPR	General Data Protection Regulation
MoU	Memorandum of Understanding
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 Para 8.
Services	Has the meaning set out in Para 2
SG	Scottish Government
SLA	Service Level Agreement
SCP	Scottish Child Payment
SCP Phase 1	Scottish Child Payment for eligible children for a child who is under 6 years of age on the day the application is made.
SM	Scottish Ministers
[REDACTED]	[REDACTED]
SPoC	Single Point of Contact
[REDACTED]	[REDACTED]



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