

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

May 2022



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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 (**SM**) of Victoria Quay, Edinburgh EH6 6QQ 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 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 Child Disability Payment (CDP) and 'the Services' DWP will provide to support this. The Services are described in Annexes A to AA.
- 2.2 CDP will replace DWP's Disability Living Allowance for children (DLAc) and will be administered by Social Security Scotland. DWP ceased to process new claims for clients resident in the three CDP Pilot areas from 26th July 2021. DWP will continue to process new claims to DLAc for clients outside the pilot areas for an interim period and continue to deliver an operational service until full case transfer occurs. This arrangement is covered by the terms of the Disability Living Allowance and Personal Independence Payment Agency Agreements, as referenced, in Section 4 (Derivation) of this Agreement.
- 2.3 Where a client is in receipt of CDP in the qualifying period for either Cold Weather Payment (CWP) or Christmas Bonus (CB) in the 2021 qualifying periods, Scottish Ministers will provide data to DWP to assess eligibility. Details of the specific data being shared can be found in the CDP Data Sharing Agreement (DSA) as referenced, in Section 4 (Derivation) of this Agreement. The processes are outlined in **Annexes U** and **V**.
- 2.4 Under the CDP Data Sharing Agreement, as referenced in Section 4 (Derivation) of this Agreement, and starting from 26th July 2021, DWP have provided the necessary data to enable Social Security Scotland to begin taking new applications to Child Disability Payment for children resident in Scotland.
- 2.5 DWP and Scottish Ministers shall work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.

- 2.6 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the service insofar as relevant.
- 2.7 Each party will act transparently and work in a practical way in regard to reaching mutual agreements on any issues that may arise.

3 Duration

- 3.1 The Initial Agreement commenced on 26th July 2021 for the launch of the CDP Pilot. Scottish Ministers launched the CDP Pilot for new applications within three local authority areas Western Isles, Perth and Kinross, and Dundee City.
- 3.2 This Agreement replaces the Initial Agreement and is anticipated to commence from 11 October 2021. Subject to termination by either party, it shall remain in force until full case transfer of all DLAc cases is completed. This Agreement is subject to review by each party on or before the date twelve (12) months after the Commencement Date of CDP or when deemed appropriate by each party.
- 3.3 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.
- 3.4 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 CDP.
- 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 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"> • Disability Living Allowance Agency Agreement v2.0 • Personal Independence Payment Agency Agreement v2.0 [Redacted] [Redacted] [Redacted] Data Sharing Agreement [Redacted] [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	April 2020
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	March 2020
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	February 2016
Scottish Devolution: Financial Arrangements for Formal Agreements	June 2021
Financial Summary to support the Child Disability Payment Service Level	July 2021

Agreement between Department for Work and Pensions and Scottish Ministers	
Scottish Devolution A Framework for Audit and Accountability	March 2019
DWP and SG Joint Communications Framework.	July 2019
[Redacted]	February 2021

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 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 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 CDP 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 responsibility for CDP 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. Contact will be made between SPoCs through secure e-mail inboxes as follows:

8.1.1 Scottish Ministers will notify DWP of CDP application details where a DWP DLAc interest is held in the [Redacted], as detailed in **Annex A to T**.

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

8.1.2 Where a case is transferred from DWP to Scottish Ministers, the process as detailed in **Annex K** will apply. Where there are [Redacted] to this process, **Annexes L to T** will apply.

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

8.1.3 Scottish Ministers and DWP will provide each other with relevant information where a case is being transferred and the case includes a Motability agreement, as detailed in **Annexes R** and **S**.

Social Security Scotland Inbox	DWP Inbox
[Redacted]	[Redacted]

8.1.4 Scottish Ministers will provide DWP with **[Redacted]** containing details of all CDP cases that are in receipt of the benefit on any day during the 2021 qualifying week for Christmas Bonus as detailed in **Annex U**. Any clerical process will be by secure centralised inbox.

Social Security Scotland Inbox	DWP Inbox
[Redacted]	[Redacted]

8.1.5 Scottish Ministers will provide DWP with **[Redacted]** containing details of all CDP clients within an affected postcode area when a cold spell is triggered during the Cold Weather Payment qualifying period starting in 2021 as detailed in **Annex V**. Any clerical process will be by secure centralised inbox.

Social Security Scotland Inbox	DWP Inbox
[Redacted]	[Redacted]

8.1.6 Scottish Ministers will confirm with DWP when a **[Redacted]** has been identified, as detailed in **Annex X**. DWP will confirm with Scottish Ministers where a manual case transfer will take place because DWP has not made an award under **[Redacted]** on a case, as detailed in **Annexes Y** and **Z**.

SPOC	SPOC
[Redacted]	[Redacted]

8.1.7 Scottish Ministers and DWP will confirm with either party **[Redacted]** as detailed in **Annex AA(1)** and **AA(2)**.

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

8.1.8 Where **[Redacted]** cases are identified, DWP and Scottish Ministers will follow the process to provide each other with relevant information, as detailed in **Annexes W(1) to W(3)**.

Social Security Scotland Inbox	DWP Inbox
[Redacted]	[Redacted]

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

8.1.10 The turnaround time for responding to dedicated email enquiries relating to the processes, as detailed in **Annexes A to V** will be, as soon as reasonably practical and within 5 working days. For any enquiries, which are complex and are off-system the turnaround time will be 10 working days.

8.1.11 The turnaround time for responding to dedicated email enquiries relating to **[Redacted]** cases will be 1 working day, as detailed in **Annexes X, Y and Z**. For any enquiries, which are complex and are off-system the turnaround time will be 10 working days.

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

8.1.13 The turnaround time for responding to dedicated email enquiries relating to **[Redacted]**, will be as soon as reasonably practical and within 10 to 15 working days as detailed in **Annex W(1) to W(3)**.

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

8.1.15 Scottish Ministers will provide updates to, and retrieve data from, a number of DWP data services which will enable Scottish Ministers to assess eligibility. Further details are set out in the **[Redacted]** Data Sharing Agreement and **[Redacted]** as referenced, in Section 4 (Derivation) of this Agreement.

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 [Redacted]	DWP Escalation SPoC [Redacted]
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9 Fraud

9.1 The following processes have been agreed by each party for day one:

9.1.1 Key Fraud referral processes, as detailed in **Annex BB**.

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

9.1.3 Key Fraud Common Interest [Redacted], as detailed in **Annex DD(1)**.

9.1.4 Key Fraud Common Interest [Redacted], as detailed in **Annex DD(2)**.

9.1.5 Key Fraud Common Interest [Redacted], as detailed in **Annex DD(3)**.

9.1.6 Key Fraud data share process for checking the relevance of the [Redacted] system interest, as detailed in **Annex EE**.

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

DWP transfer to Social Security Scotland [Redacted]	Social Security Scotland transfer to DWP [Redacted]
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9.2 As soon as each party identifies a fraud interest affecting the other party, all necessary information as detailed in **Annexes BB to EE** 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 day one, there will be no transfer of referrals that cannot be conducted by secure email.

9.4 Where a DLAc case is being transferred from DWP to Scottish Ministers and DWP have identified that fraud activity is appropriate, action to be taken to transfer the case will be determined on a case by case basis.

9.5 Social Security Scotland and DWP will keep the above processes 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 regard 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 CDP. 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 CDP, Christmas Bonus and Cold Weather Payment that may impact on or require changes to the delivery of CDP or the Services.
- 13.2 Scottish Ministers will deliver CDP 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 and Financial Summary to support the CDP Service Level Agreement between Department for Work and Pensions and Scottish Ministers.

14 Communications

- 14.1 Communications in relation to CDP 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 and Financial Summary to support the Child Disability Payment

Service Level Agreement 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 the Scottish Ministers remain subject to their overall existing accountabilities to the UK and Scottish Parliaments, and their associated audit bodies.
- 16.3 DWP and the Scottish Ministers 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 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, having regard to the MoU on Devolution as well as the Concordat between the DWP and the SG as referenced, in Section 4 (Derivation) of this Agreement.
- 18.2 Each party will assist and co-operate 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

- 19.1 The parties will work together when appropriate and are expected to comply with the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (EU) 2016/679 (UK GDPR) 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 DPA 2018 and UK GDPR.
- 19.3 Scottish Ministers 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, Scottish Ministers will assist DWP in processing the requests in line with the requirements of the DPA 2018 and UK GDPR.
- 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.

Social Security Scotland Right of Access Requests	DWP Right of Access Requests
Data Protection Officer PO Box 10298 Dundee DD1 9FS [Redacted]	Right of Access Gateway Team Post Handling Site A Wolverhampton WV98 2EF [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 and communication points of contacts 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 CDP. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on delivery of CDP. Incident management processes are detailed within the **[Redacted]** Service Level Agreement (SLA) and **[Redacted]** and the **[Redacted]** between DWP and Scottish Ministers in relation to **[Redacted]** and the Scottish Ministers' **[Redacted]** as referenced, in Section 4 (Derivation) of this Agreement.

22 Signatories

Signed by: **[Redacted]**

Print name: **James Wallace**

Date: 08/10/2021

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

Signed by: **[Redacted]**

Print name: **Beverley Warmington**

Date: 05/10/2021

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

Signed by: **[Redacted]**

Print name: **Margarita Morrison**

Date: 04/10/2021

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

Signed by: **[Redacted]**

Print name: **Martin Brown**

Date: 05/10/2021

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

Signed by: **[Redacted]**

Print name: **Vikki Knight**

Date: 07/10/2021

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

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Annex B - New Application for CDP with a DWP dispute outstanding [Redacted]
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Annex DD(2) - Part 2: [Redacted]
Annex DD(3) - Part 3: [Redacted]
Annex EE - Key Process [Redacted]

Annex FF - Glossary of Terms

This 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.

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
BAU	Business As Usual
CB	Christmas Bonus
CDP	Child Disability Payment delivered by Scottish Ministers
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
CoA	Change of Address
[Redacted]	[Redacted]
CWP	Cold Weather Payment
DLAc	Disability Living Allowance for children delivered by DWP
[Redacted]	[Redacted]
DPA	Data Processing Agreement
DPA 2018	Data Protection Act 2018
DSA	Data Sharing Agreement
[Redacted]	[Redacted]
[Redacted]	[Redacted]
DWP	Department for Work and Pensions
[Redacted]	[Redacted]
[Redacted]	[Redacted]
E/W	England/Wales
FOI	Freedom of Information (DWP)
FoI(S)A	Freedom of Information (Scotland) Act 2002
[Redacted]	[Redacted]
GDPR	General Data Protection Regulation
HMCTS	Her Majesty's Court & Tribunal Service
IS	Income Support (DWP)

IT	Information Technology
PC	Pension Credit (DWP)
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
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
SM	Scottish Ministers
[Redacted]	[Redacted]
SPoC	Single Point of Contact
[Redacted]	[Redacted]
SSSA	Social Security Scotland Agency
UC	Universal Credit (DWP)
[Redacted]	[Redacted]



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