

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

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 the 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 Winter Heating Assistance (CWHHA) and the services DWP will provide to support this. The Services are described in **Annexes A to G**.
- 2.2 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 CWHHA payment to residents in Scotland in receipt of Disability Living Allowance for Children.
- 2.3 DWP will deal with customer enquiries relating to CWHHA by sign posting customers to Social Security Scotland.
- 2.4 DWP and Social Security Scotland will work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.
- 2.5 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the Services insofar as relevant.
- 2.6 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 The initial Agreement commenced in November 2020 on the date on which DWP delivered their Services as outlined at Para 2.1 and Para 2.2. This Agreement replaces the Initial Agreement. It shall commence on the date this Agreement is signed. 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 CWHHA 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 put in writing and shall form an amendment to this Agreement.

- 3.3 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.
- 3.4 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 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', 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 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: [REDACTED] Service Agreement [REDACTED] Service Level Agreement [REDACTED] Data Sharing Agreement [REDACTED] Data Sharing Agreement [REDACTED] Data Processing Agreement [REDACTED] Data Sharing Agreement Child Disability Payment Data Sharing 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	February 2016
Scottish Devolution Framework for Audit and Accountability	March 2019
Scottish Devolution: Financial Arrangements for Formal Agreements	June 2021
Scottish Devolution: Financial Summary to support Child Winter Heating Assistance Service Level Agreement between the Department for Work and Pensions and the Scottish Ministers	October 2020
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. As detailed in Section 3.2 above.
- 5.3 Any mutually agreed minor changes or amendments to this Agreement will be dealt with through normal means of communications, by 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.

6. Disputes

- 6.1 Each party to this Agreement will notify the other of any issues, concern 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 CWHAs 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 the Scottish Ministers shall at all times retain the responsibility for CWHAs 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.

- 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 Child Disability Payment 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 deliver data sharing for DWP clerical cases of residents in Scotland in receipt of Disability Living Allowance. When there is an automated failure process, is detailed at **Annex B(1)**.

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

8.1.4 Scottish Ministers and DWP will confirm with either party the control measures associated with **[REDACTED]** cases **[REDACTED]**, as detailed in **Annex C** to **Annex C(1)**.

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

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

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 **[REDACTED]** 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 for 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 Common **[REDACTED]**, as detailed in **Annex F(1)**.

9.1.4 Key Fraud Common **[REDACTED]**, as detailed in **Annex F(2)**.

9.1.5 Key Fraud Common **[REDACTED]**, as detailed in **Annex F(3)**.

9.1.6 Key fraud data share process for checking the relevance of the **[REDACTED]** system interest, as detailed in **Annex G**.

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

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

- 9.2 As soon as each party identifies a fraud interest affecting the other party, all necessary information as detailed in the **Annexes D to G** shall be sent over as soon as reasonably practicable.
- 9.3 The agreed method to transfer will be as detailed in the **[REDACTED]** (DSA) 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 Social Security Scotland and DWP will keep the above processes under review.

10. Management review

- 10.1 Each party will act transparently and will 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 Scottish Ministers will be wholly responsible for the evaluation of CWHa. 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 CWHa that may impact on or require changes to the delivery of CWHa or the Services.
- 13.2 Scottish Ministers will deliver CWHa 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 CWHa Service Level Agreement between Department for Work and Pensions and Scottish Ministers.

14. Communications

- 14.1 Communications in relation to CWHHA 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 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.

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 Scottish Ministers remain subject to their overall existing accountabilities to, respectively, 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 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.'

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, and having regard to the MoU on Devolution as well as the Concordat between DWP and SG as referenced, in Section 4 (Derivation) of this Agreement.
- 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

- 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 agree 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 per Section 4 (Derivation) of this Agreement.

Social Security Scotland Right of Access Request	DWP Right of Access Request
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 contact 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 CWhA. Each party will thereafter cooperate with the other to minimise the impact of such changes will have on delivery of CWhA. Incident management processes are detailed within the **[REDACTED]** Service Level Agreement (SLA) and

[REDACTED] (DPA) and the **[REDACTED]** between DWP and Scottish Ministers in relation to DWP **[REDACTED]** and the Scottish Ministers' **[REDACTED]** as referenced, in Section 4 (Derivation) of this Agreement.

22. Signatories

Signed:[REDACTED]

Print Name: James Wallace

Date: 03/11/2021

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

Signed: [REDACTED]

Print Name: Beverly Warmington

Date: 03/11/2021

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

Signed: [REDACTED]

Print Name: Margarita Morrison

Date: 05/11/2021

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

Signed: [REDACTED]

Print Name: Vikki Knight

Date: 03/11/2021

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

Annex A – Secure transfer of files between DWP & SG [REDACTED]
 Annex B – Scottish resident receives CWHHA – (Paid Clerically) [REDACTED]
 Annex B(1) – Clerical referral where cases fail automated transfer. [REDACTED]
 Annex C – [REDACTED]
 Annex C(1) – [REDACTED]
 Annex D – Key Processes for Fraud Referral [REDACTED]
 Annex E – Key Processes for Fraud Referral [REDACTED]
 Annex F(1) – Part 1 [REDACTED]
 Annex F(2) – Part 2 [REDACTED]
 Annex F(3) – Part 3 [REDACTED]
 Annex G – Key Process for Checking the relevance of the [REDACTED]
 Annex H – 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 Services commenced
[REDACTED]	[REDACTED]
CWHHA	Child Winter Heating Assistance
DLA	Disability Living Allowance
DLAC	Disability Living Allowance for a Child
DPA 2018	Data Protection Act 2018
DS	Data Services
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
[REDACTED]	[REDACTED]
GDPR	General Data Protection Regulations
[REDACTED]	[REDACTED]
MoU	Memorandum of Understanding
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	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
SSSA	Scottish Social Security Agency

[REDACTED]	[REDACTED]
SPoC	Single Point of Contact
Term	Has the meaning set out in <i>Para 3</i>



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