

Service Level Agreement between the Secretary of State for Work and Pensions and Scottish Ministers in respect of Best Start Grant

July 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 St. Andrews House, Regent Road, Edinburgh, EH1 3DG 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 references 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 Best Start Grant (BSG) only and the Services DWP are providing. The Services are described in **Annexes 1(a) to (k)** and relate to:
 - BSG Pregnancy and Baby Payment (PBP) – from 10 December 2018
 - BSG Early Learning Payment (ELP) – from 29 April 2019
 - BSG School Payment (SP) – from 3 June 2019
 - Best Start Food (BSF) – from 12 August 2019
- 2.2 DWP and Scottish Ministers shall work in partnership to ensure that the Services are being delivered in accordance with the terms of this Agreement.
- 2.3 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the service insofar as relevant.
- 2.4 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 December 2018 on the date on which DWP delivered their Services as outlined in **Annex 1(a) to 1(n)**. 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 from the signing of this Agreement or when deemed appropriate and agreed 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 forward 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 BSG.
- 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 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] Data Sharing Agreement [Redacted] Data Sharing Agreement [Redacted] Service Agreement [Redacted] Service Level Agreement [Redacted] Data Processing Agreement [Redacted] 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	September 2021
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 <ul style="list-style-type: none"> Annex C – Operation and Governance of the Scottish Government’s Fiscal Framework 	February 2016
Scottish Devolution A Framework for Audit and Accountability	March 2019
Scottish Devolution: Financial Arrangements for Formal Agreements	June 2021
Financial Summary to support the Best Start Grant Service Level Agreement and Payment and Accounting Services between the Department for Work and Pensions and Scottish Ministers	March 2019
DWP and SG Joint Communications Framework.	August 2021
[Redacted]	January 2022

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, 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.

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 as referenced in Section 4 (Derivation) of this Agreement. 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 BSG 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 BSG 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 deal with customer enquiries relating to BSG Pregnancy and Baby Payment, by sign posting customers to Social Security Scotland as detailed in **Annexes 1(a) to 1(c)**.

8.1.2 DWP and Social Security Scotland Agent to Agent enquires will follow the process as detailed in **Annex 1(b)**. Contact will be made through secure e-mail inbox.

8.1.3 Social Security Scotland will contact DWP for BSG Pregnancy and Baby Payment enquiries detailed in **Annex 1(d)**. Contact will be made through secure e-mail Inbox, to:

8.1.3.1 Confirm if the interest relates to a Sure Start Maternity Grant (SSMG) claim or award and the status of the award when Social Fund interest is identified in **[Redacted]**, detailed in **Annex 1(d)**.

8.1.3.2 Confirm the award status when clerical cases are identified in the **[Redacted]**, detailed in **Annex 1(e)**.

8.1.3.3 Share appointee information with DWP when there is a potential impact on a shared client as detailed in **Annexes 1(f) to 1(j)**.

8.2 DWP will contact Social Security Scotland to confirm if the interest relates to a BSG claim or award and status of the award when BSG is identified as detailed in **Annex 1(b)**. The enquiries will be through secure e-mail inbox.

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

8.2.1 Where a new appointee or a change to appointee is identified, Scottish Ministers and DWP will follow the processes to provide each other with relevant information, as detailed in **Annexes 1(f) to 1(j)**.

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

8.2.2 The turnaround time for responding to secure e-mail enquiries relating to the processes, as detailed in **Annexes 1(a) to 1(n)**, 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.

8.2.3 The agent-to-agent e-mail service will be available from 8.00am to 6.00pm Monday to Friday excluding Public and Privilege Holidays.

8.2.4 Misdirected post (including clerical claims) received in error will be returned to sender within 24 hours or as soon as reasonably practicable.

8.3 DWP will supply to Scottish Ministers a monthly Data & Analytics data file containing all Scottish Universal Credit Live Service cases that have a child under six years old, which will enable Scottish Ministers to assess eligibility and invite claims by

Scottish residents to BSG. Further details are set out in the **[Redacted]** Data Sharing Agreement as referenced in Section 4 (Derivation) of this Agreement.

8.4 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, where:

8.4.1 Service Delivery Standards have not been met.

8.4.2 There are exception cases where the normal Service Delivery Standards would have an unacceptable impact on the customer.

8.4.3 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]

8.5 Scottish Ministers and DWP will confirm with either party the **[Redacted]** cases as detailed in **Annex 1(o)** and **1(p)**.

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

8.5.1 The turnaround time for responding to dedicated email enquiries relating to **[Redacted]** will be 2 working days, as detailed in **Annex 1(o)** and **1(p)**.

9. Fraud

9.1 The following processes have been agreed by each party:

9.1.1 Key Fraud referral processes from DWP to Social Security Scotland, as detailed in **Annex 2(a)**.

9.1.2 Key Fraud referral processes from Social Security Scotland to DWP, as detailed in **Annex 2(b)**.

9.1.3 Key Fraud Common Interest **[Redacted]**, as detailed in **Annex 2(c1)**.

9.1.4 Key Fraud Common Interest **[Redacted]**, as detailed in **Annex 2(c2)**.

9.1.5 Key Fraud Common Interest **[Redacted]**, as detailed in **Annex 2(c3)**.

9.1.6 Key Fraud data share process for checking the relevance of the **[Redacted]** interest, as detailed in **Annex 2(d)**.

9.1.7 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 2(a) to 2(d)** shall be transferred to the other party 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 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 BSG. 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 BSG that may impact on or require changes to the delivery of BSG or the Services.
- 13.2 Scottish Ministers will deliver BSG 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 BSG

Service Level Agreement between Department for Work and Pensions and Scottish Ministers.

14. Communications

- 14.1. Communications in relation to BSG 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 Best Start Grant 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.'
- 16.4 In 2020/21 a new audit approach was adopted and agreed by DWP, Social Security Scotland, NAO and Audit Scotland; the Special Purpose Audit Framework will be used going forward as set out in the Financial Arrangement for Formal Agreements document as referenced, in Section 4 (Derivation) of this Agreement.

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] DSA 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 'Memorandum of Understanding on Devolution' as well as the

'Concordat between DWP and the Scottish Government' 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).

SG FOI(S)A contact	DWP FOI Contact
Fol@gov.scot	freedom-of-information-request@dwp.gov.uk

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 (UK GDPR) and must respond to right of access requests accordingly.
- 19.2 DWP agree 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]** DSA 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 BSG. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on delivery of BSG. 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.

Signatories

Signed by: **[Redacted]**

Print name: **Beverley Warmington**

Date: 29/4/2022

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

Signed by: **[Redacted]**

Print name: **Vikki Knight**

Date: 29/4/2022

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

Signed by: **[Redacted]**

Print name: **Margarita Morrison**

Date: 29/4/2022

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

Signed by: **[Redacted]**

Print name: **James Wallace**

Date: 03/05/2022

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

Annex 1(a) – SSMG Customer Journey [Redacted]
Annex 1(b) – SSMG Customer Journey [Redacted]
Annex 1(c) – SSMG Customer Journey [Redacted]
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Annex 1(p) – [Redacted]
Annex 2(a) – [Redacted]
Annex 2(b) – [Redacted]
Annex 2(c1) – Part 1: [Redacted]
Annex 2(c2) – Part 2: [Redacted]
Annex 2(c3) – Part 3: [Redacted]
Annex 2(d) – [Redacted]

Annex 3 – 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.

[Redacted]	[Redacted]
BAU	Business As Usual
BSF	Best Start Food
BSG	Best Start Grant
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
CoC	Change of Circumstances
DSA	Data Sharing Agreement
DWP	Department for Work and Pensions
ELP	Early Learning Payment
[Redacted]	[Redacted]
[Redacted]	[Redacted]
FOI	Freedom of Information
GDPR	General Data Protection Regulation
MOU	Memorandum of Understanding
NAO	National Audit Office
[Redacted]	[Redacted]
PBP	Pregnancy and Baby Payment
[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
[Redacted]	[Redacted]
[Redacted]	[Redacted]
SG	Scottish Government
SLA	Service Level Agreement
SM	Scottish Minister(s)
SM/DWP Single MOU	The Memorandum of Understanding between Scottish Ministers and The Department for Work and Pensions dated January 2019 as amended.
SP	School Payment
SPoC	Single Point of Contact
SSSA	Social Security Scotland Agency
[Redacted]	[Redacted]
SSMG	Sure Start Maternity Grant
[Redacted]	[Redacted]



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