

Service Level Agreement Between The Secretary of State for Work and Pensions and Scottish Ministers in Respect of Winter Heating Payment

March 2023

Key personnel	Name	Role
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Approver	[Redacted]	[Redacted]
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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 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 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 Winter Heating Payment and 'the Services' DWP will provide to support this. The Services are described in **Annexes 2 to 8**.
- 2.2 Winter Heating Payment will replace DWP's Cold Weather Payment for clients resident in Scotland and will be administered by Social Security Scotland. The Winter Heating Payment is an annual, tax free, payment of £50 to eligible clients, based on the eligibility criteria for DWP's Cold Weather Payment but without the link to a period of cold weather. It will give eligible clients on income related benefits guaranteed support with energy bills in winter.
- 2.3 Under the **[Redacted]** Data Sharing Agreement, as referenced in Section 4 (Derivation) of this Agreement, DWP will provide data to enable Social Security Scotland to make a Winter Heating Payment to residents in Scotland who meet the eligibility criteria detailed in **Annex 1**.
- 2.4 DWP will deal with customer enquiries relating to Winter Heating Payment by sign posting customers to Social Security 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 Services insofar as relevant.
- 2.7 Each party will act transparently and will work in a practical way in regards to reaching mutual agreement on any issues that may arise.

3. Duration

- 3.1 This Agreement will commence on 31 January 2023, on the date on which DWP deliver the Services as outlined at Para 2.1 and Para 2.3. 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 signing of this agreement 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 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 Winter Heating Payment.
- 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 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 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: <ul style="list-style-type: none">• [Redacted]• [Redacted] Data Sharing Agreement• [Redacted] Service Level Agreement	January 2019

• [Redacted] Data Processing Agreement	
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	July 2022
DWP and SG Joint Communications Framework	August 2021
[Redacted]	[Redacted]

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. In accordance with Paragraph 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, 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 14 (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 Winter Heating Payment 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 the responsibility for Winter Heating Payment and its delivery.
- 7.3 DWP shall deliver the Services in accordance with the terms of this Agreement and:
- 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 2** of this Agreement.
 - 8.1.2 DWP will deliver data sharing for DWP **[Redacted]** cases as detailed in **Annex 3** or, when there is an **[Redacted]**, as detailed in **Annex 4**, for clients resident in Scotland who meet the eligibility criteria detailed in **Annex 1**, in accordance with the **[Redacted]** Data Sharing Agreement, as referenced in Section 4 (Derivation) of this Agreement.
 - 8.1.3 The Winter Heating Payment **[Redacted]** to establish Next of Kin and/or confirm eligibility criteria is detailed in **Annex 5**. Inboxes for each party are as follows:

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

8.1.4 Where a request for a [Redacted] is made, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 6**. Inboxes for each party are as follows:

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

8.1.5 The turnaround time for responding to dedicated email enquiries relating to the processes, as detailed in **Annexes 2 to 6**, 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.

8.1.6 Scottish Ministers and DWP will confirm with the other party the control measures associated with [Redacted] cases [Redacted] as detailed in **Annexes 7 and 8**. Inboxes for each party are as follows:

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

8.1.7 The turnaround time for responding to dedicated email enquiries relating to [Redacted] will be 2 working days, as detailed in **Annexes 7 and 8**.

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 cases, when 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 result in a higher number of anticipated enquiries to DWP. Inboxes for each party are as follows:

SG Escalation SPoC	DWP Escalation SPoC
[Redacted]	[Redacted]

9. Management Review

9.1 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.

10. Evaluation

- 10.1 Each party agrees that no personal data will be shared for the purposes of evaluation.
- 10.2 Scottish Ministers will be wholly responsible for the evaluation of Winter Heating Payment. Each party will work together to ensure the agreed service standards are delivered.

11. Complaints

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

12. Service Design and Delivery

- 12.1 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 to its own legislation that may impact on or require changes to the delivery of Winter Heating Payment or the Services.
- 12.2 Scottish Ministers will deliver Winter Heating Payment 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, as described in the 'Scottish Devolution: Financial Arrangements for Formal Agreements between Department for Work and Pensions and Scottish Ministers'.

13. Communications

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

14. Financial Arrangements

- 14.1 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 between Department for Work and Pensions and Scottish Ministers' as referenced in Section 4 (Derivation) of this Agreement.

15. Audit Arrangements

- 15.1 DWP and Scottish Ministers will abide by the principles of audit and accountability as set out in the document 'Scottish Devolution: Framework for Audit and

Accountability' as referenced in Section 4 (Derivation) of this Agreement.

15.2 DWP and Scottish Ministers remain subject to their overall existing accountabilities to, respectively, the UK and Scottish Parliaments, and their associated audit bodies.

15.3 DWP and 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 Government where the Scottish Government is expected to meet the cost will be subject to audit.

15.4 In 2020/2021 a new audit approach was adopted and agreed by DWP, Social Security Scotland, National Audit Office and Audit Scotland; Special Purpose Audit Framework will be used going forward as set out in the 'Financial Arrangements for Formal Agreements' document, as referenced in Section 4 (Derivation) of this Agreement.

16. Data Processing

16.1 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.

17. Freedom of Information Requests, Parliamentary Questions Ministerial Correspondence and 'Treat Official' Correspondence

17.1 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 the Department for Work and Pensions and the Scottish Government' as referenced in Section 4 (Derivation) of this Agreement.

17.2 Each party will assist and cooperate with each other where appropriate to enable each to meet its obligations.

17.3 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).

18. Data Subject Requests

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

18.2 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 UK GDPR and DPA 2018.

- 18.3 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 UK GDPR and DPA 2018.

Address details below:

Social Security Scotland Data Protection Team	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]

- 18.4 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.

19. Business Continuity

- 19.1 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.

20. Technical Capabilities

- 20.1 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 Winter Heating Payment. Each party will thereafter cooperate with the other to minimise the impact such changes will have on delivery of Winter Heating Payment and the '[Redacted]', as referenced in Section 4 (Derivation) of this Agreement.

21. Signatories

Signed: [Redacted]

Print Name: James Wallace

Date: 12/01/2023

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

Signed: [Redacted]

Print Name: Martin Brown

Date: 11/01/2023

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

Signed: [Redacted]

Print Name: Helga Swidenbank

Date: 11/01/2023

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: 11/01/2023

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

Annex 1 - Client Eligibility

Benefit in Payment	Qualifying Conditions For Winter Heating Payment (WHP)
Income Support (IS)	A person may be entitled to WHP if they receive a disability premium, a severe or enhanced disability premium, any one of the pensioner premiums, a child disability premium within IS or a disability element within Child Tax Credit (CTC) or they have a child under 5 years.
Income Based Jobseeker's Allowance (JSA (IB))	A person may be entitled to WHP if their award includes a disability premium, a severe or enhanced disability premium, any one of the pensioner premiums, a child disability premium within JSA(IB) or a disability element within CTC or they have a child under 5 years.
Income Related Employment Support Allowance (ESA (IR))	A person may be entitled to WHP if they are placed in the support group or the work-related activity group or receive a severe or enhanced disability premium, pensioner premium, or have a child who is disabled for whom they receive a disability premium within CTC or have a child under 5 years.
Pension Credit (PC)	Entitled to WHP
Support for Mortgage Interest loan (SMI)	In receipt of a Support for Mortgage Interest Loan where no other means tested benefit is in payment-Loan Only Case.
Universal Credit (UC)	<p><u>Universal Credit and you're not in employment:</u></p> <p>You may be entitled to WHP if you're not employed or self-employed and also have one of the following: a limited capability for work element, a limited capability for work element with a work related activity element, a child or young person disability element, a child under 5.</p> <p><u>Universal Credit and you're employed:</u></p> <p>You may be entitled to WHP if you're employed or self-employed and get a child or young person disability element.</p>

Annex 2 - DWP Scan to Social Security Scotland – [Redacted]

Annex 3 - [Redacted] Process Map [Redacted]

Annex 4 - [Redacted]: Qualifying Benefits - Social Security Scotland [Redacted]

Annex 5 - Winter Heating Payment [Redacted] – Social Security Scotland to DWP [Redacted]

Annex 6 - [Redacted]

Annex 7 - [Redacted]

Annex 8 - [Redacted]

Annex 9 - 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.

Commencement Date of Winter Heating Payment	31 January 2023, the date on which delivery of Winter Heating Payment Services commenced
DPA 2018	Data Protection Act 2018
DSA	Data Sharing Agreement
DWP	Department for Work and Pensions
FOI(A)	Freedom of Information Act 2000
FOI(S)A	Freedom of Information (Scotland) Act 2002
GDPR	General Data Protection Regulations
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
[Redacted]	[Redacted]



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