

# **Carer's Allowance Supplement: Service Level Agreement between The Secretary of State For Work and Pensions and Scottish Ministers**

April 2023

<b>Key personnel</b>	<b>Name</b>	<b>Role</b>
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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 Carer's Allowance Supplement (CAS) and 'the Services' in **(Annexes 1 to 2b)** DWP will provide to support this, which are as follows:
  - 2.1.1 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 CAS payment to Scottish residents in receipt of Carer's Allowance (CA) on specific eligibility dates.
  - 2.1.2 DWP will deal with customer enquiries relating to CAS by sign posting customers to Social Security Scotland.
  - 2.1.3 DWP and Social Security Scotland shall work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.
  - 2.1.4 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the Services insofar as relevant.
  - 2.1.5 Each party will act transparently and will 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 3 September 2018 and lasted for two years, until 3 September 2020 and was extended for a further two years until 31 December 2022.
- 3.2 This Agreement replaces the Initial Agreement. It shall commence from, and including 1 January 2023 and, unless terminated earlier in accordance with its terms, will remain effective up to and including 31 March 2025 (the 'Term').

- 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 additional/further work will be undertaken until principles for funding the work are agreed.
- 3.4 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.
- 3.5 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 CAS.
- 3.6 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 Secretary of State for Work and Pensions (SSWP) 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 ( <b>MoU on devolution</b> )	October 2013
Memorandum of Understanding between Scottish Ministers (SM) and Secretary of State for Work and Pensions (SSWP) 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 ' <b>SM/SSWP Single MoU</b> ') and the following Annexes:  [Redacted] Data Sharing Agreement [Redacted] Data Sharing Agreement [Redacted] Service Agreement	January 2023
Initial Service Level Agreement between Department for Work and Pensions and the Scottish Ministers in respect of Carer's Allowance Supplement – V1.0 (the ' <b>Initial Agreement</b> ')	September 2018

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	September 2022
DWP and SG Joint Communications Framework	August 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 Section 3.3 and 3.4 above.
- 5.3 Any mutually agreed minor changes or amendments to this Agreement, 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. As detailed in Section 3.3 and 3.4 above.

## 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/SSWP 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/SSWP Single MoU'.

## 7. Revision to it Requirements

- 7.1 [Redacted]
- 7.2 Once the request is completed it will be allocated to the correct team(s) to review and impact to determine whether or not it can be agreed.

## 8. Roles and Responsibilities

8.1 Social Security Scotland will, as set out in this Agreement:

- 8.1.1 Be responsible for payment to DWP for the Services in accordance with para 12 (Financial Arrangements);
- 8.1.2 Inform DWP as soon as reasonably practicable if they become aware of any deficiency in the quality of Services delivered under this Agreement and seek to agree steps to resolve such issues;
- 8.1.3 Work in partnership with DWP in respect of any potential changes to the delivery of CAS as these may impact on the Services;
- 8.1.4 Be responsible for the effective identification and management of risks arising from the delivery of the Services.

8.2 For the avoidance of doubt, each party acknowledge that the Scottish Ministers will retain responsibility for the delivery of CAS.

8.3 DWP will, as set out in this Agreement:

- 8.3.1 Deliver the Services in accordance with the terms of this Agreement;
- 8.3.2 Work in partnership with Scottish Ministers in respect of any potential changes to CAS that may impact on or require changes to the Services;
- 8.3.3 Be responsible for the effective identification and management of risks arising from the delivery of the Services.

## 9. Service Delivery Standards

9.1 DWP will deliver the Services in accordance with the Service Delivery Standards set out below.

9.2 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 1** of this Agreement.

9.3 Any identified between Social Security Scotland and DWP **[Redacted]** are operated via email through a secure centralised inbox, as referenced in the **[Redacted]** Data Sharing Agreement, using the CAS **[Redacted]** referral form. **[Redacted]** The turnaround time for responding to email **[Redacted]** is 3 working days.

9.4 The emails within the secure centralised inbox will be checked regularly in accordance with DWP BAU processes.

SG Inbox	DWP Inbox
<b>[Redacted]</b>	<b>[Redacted]</b>

- 9.4 Escalation of any concerns or issues with the operational services 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:
- 9.5.1 Service Delivery Standards have not been met, e.g. timescale for response is not met within 3 working days.
- 9.5.2 **[Redacted]** where the normal Service Delivery Standards would have an unacceptable impact on the customer. These **[Redacted]** are contained and detailed within the '**[Redacted]** Data Sharing Agreement' as referenced in Section 4 (Derivation) of this Agreement.

## **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. Complaints**

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

## **12. Financial Arrangements**

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

## **13. Audit Arrangements**

- 13.1 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.
- 13.2 DWP and Scottish Ministers remain subject to their overall existing accountabilities to, respectively, the UK and Scottish Parliaments, and their associated audit bodies.
- 13.3 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 UK Government where the Scottish Government is expected to meet the cost will be subject to audit.'
- 13.4 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.

#### **14. Communications**

14.1 Communications in relation to CAS will be as in the agreed document 'DWP and SG Joint Communications Framework' as referenced in Section 4 (Derivation) of this Agreement.

#### **15. Data Processing**

15.1 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 and the most recent version of the **[Redacted]** to Scottish Ministers as referenced in Section 4 (Derivation) of this Agreement.

#### **16. Freedom of Information Requests, Parliamentary Questions, Ministerial Correspondence and 'Treat Official' Correspondence**

16.1 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.

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

16.3 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).

<b>SG FOI(S)A</b>	<b>DWP FOI</b>
<a href="mailto:Fol@gov.scot">Fol@gov.scot</a>	<a href="mailto:Freedom-ofinformation-request@dwp.gov.uk">Freedom-ofinformation-request@dwp.gov.uk</a>

#### **17. Data Subject Requests**

17.1 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.

17.2 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.

17.3 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 the 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:

<b>Social Security Scotland Data Protection Team</b>	<b>DWP Right of Access Requests</b>
Data Protection Officer PO Box 10298 Dundee DD1 9FS [Redacted]	Right of Access Gateway Team Post Handling Site A Wolverhampton WV98 2EF [Redacted]

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

## 18. Business Continuity

18.1 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.

18.2 [Redacted]

## 19. Technical Capabilities

19.1 [Redacted]

19.2 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 CAS. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on CAS.

## 20. Signatories

Signed by: **[Redacted]**

Print name: **James Wallace**

Date: **03/03/2023**

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

Signed by: **[Redacted]**

Print name: **Martin Brown**

Date: **01/03/23**

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

ANNEX 1 - Customer Payment Journey – High-Level Process Map **[Redacted]**  
ANNEX 2 - DWP / SG Customer Journey – General Enquiries **[Redacted]**  
ANNEX 2a - Customer Journey – Eligibility **[Redacted]**  
ANNEX 2b - Process for Customer Eligibility Query – Social Security Scotland **[Redacted]**

## 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.

<b>BAU</b>	Business as Usual
<b>CA</b>	Carer's Allowance
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>CAS</b>	Carer's Allowance Supplement
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>[REDACTED]</b>	<b>[Redacted]</b>
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>DPA</b>	Data Protection Act 2018
<b>DWP</b>	Department for Work and Pensions
<b>SM/SSWP Single MOU</b>	The Memorandum of Understanding between Scottish Ministers and Secretary of State for Work and Pensions dated January 2023 as amended
<b>GDPR</b>	General Data Protection Regulations
<b>Initial Agreement</b>	Service Level Agreement V1.0 between the DWP and Scottish Ministers in respect of Carer's Allowance Supplement commenced on 3 September 2018 and expiring on 3 September 2020.
<b>Service Delivery Standards</b>	The service delivery standards to be met by DWP for the delivery of the Services as set out at <b>Para 9</b>
<b>Services</b>	Has the meaning set out in <b>Para 2</b>
<b>SG</b>	Scottish Government
<b>SLA</b>	Service Level Agreement
<b>SM</b>	Scottish Ministers
<b>SPoC</b>	Single Point of Contact
<b>SSWP</b>	Secretary of State for Work and Pensions
<b>Term</b>	Has the meaning set out in <b>Para 3</b>



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The Scottish Government  
St Andrew's House  
Edinburgh  
EH1 3DG

ISBN: 978-1-80525-767-7 (web only)

Published by The Scottish Government, April 2023

Produced for The Scottish Government by APS Group Scotland, 21 Tennant Street, Edinburgh EH6 5NA  
PPDAS1267142 (04/23)

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