

# **Service Level Agreement between The Secretary of State For Work and Pensions and Scottish Ministers in Respect of Carer Support Payment**

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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 Andrew's 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 Carer Support Payment (CSP) and 'the Services' DWP will provide to support this. The Services are described in **Annexes 2 to 36(a)**.
- 2.2 Carer Support Payment has replaced DWP's Carer's Allowance for eligible clients resident in Scotland, as detailed in **Annex 1** and will be administered by Social Security Scotland. Carer Support Payment followed a multiphase rollout, consisting of pilot for new applications, case transfer for existing Carer's Allowance cases and national launch
- 2.3 The pilot phase for new applications initially covered three areas in Scotland and commenced on 20 November 2023. This was extended to additional areas in Scotland prior to full national launch, which will take place in November 2024. At that point, DWP will cease to process new Carer's Allowance claims for clients resident in Scotland. DWP will continue to deliver the Carer's Allowance operational service for existing claims, until full case transfer of Carer's Allowance claims in Scotland is complete (excluding Carer's Allowance claims for people residing in Scotland who benefit from transitional protection). This arrangement is covered by the terms of the Carer's Allowance Agency Agreement, as referenced in Section 4 (Derivation) of this Agreement.
- 2.4 Under the associated Data Sharing Agreement, DWP will provide necessary data to enable Social Security Scotland to take new applications for Carer Support Payment and to process case transfers. Existing Carer's Allowance claims for claimants resident in Scotland commenced transfer to Social Security Scotland from DWP on 26 February 2024.
- 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 The initial service level agreement in relation to CSP commenced on 20 November 2023 when DWP first delivered services required for the new claims pilot to Scottish Ministers. This Agreement replaces the initial agreement. The Services will be delivered as outlined in **Annexes 2 to 36(a)** which incorporates both case transfer and national launch. This Agreement shall commence on the date it is signed. Subject to termination by either Party, it shall remain in force until case transfer of all Carer's Allowance cases in Scotland (excluding Carer's Allowance claims for people residing in Scotland who benefit from transitional protection) are completed ('the Term'). This Agreement is subject to review by each Party on or before the date twelve (12) months after its commencement date 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.
- 3.3 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 Carer Support Payment, or reserved benefits impacted by the delivery of Carer Support Payment.
- 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 (MoU) 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', 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 (MoU) 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 <b>(SM/SSWP Single MoU)</b> and the following Annexes: <ul style="list-style-type: none"> <li>• Carer's Allowance Agency Agreement</li> <li>• <b>[Redacted]</b></li> </ul>	January 2023
Initial Service Level Agreement (including variations of that Agreement from time to time) between the Secretary of State for Work and Pensions and Scottish Ministers in respect of Carer Support Payment – v1.0 (Initial Agreement)	October 2023
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	August 2023
Scottish Devolution: A Framework for Audit and Accountability	March 2019
Scottish Devolution: Financial Arrangements for Formal Agreements	October 2023
DWP and SG Joint Communications Framework	December 2023
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

## 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 and 3.3 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 as detailed in 3.2 and 3.3 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. 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 Carer Support 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 Carer Support Payment and its delivery.

- 7.3 DWP will, as set out in this Agreement:

7.3.1 Deliver the Services in accordance with this Agreement.

7.3.2 Work in partnership with Scottish Ministers in respect of any potential impacts and changes that may affect or require changes to the Services.



7.3.3 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.

7.3.4 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 email inboxes as follows:

8.1.1 Where a clerical Carer's Allowance claim has been received by DWP after the Commencement Date of Carer Support Payment from a resident in Scotland, DWP will follow the process to provide Scottish Ministers with the relevant information, as detailed in **Annex 2**.

SPoC as follows:

<b>Social Security Scotland Inbox</b>
<b>[Redacted]</b>

8.1.2 Where a clerical Carer Support Payment application has been received by DWP from a resident in Scotland after the Commencement Date of Carer Support Payment, DWP will follow the process to provide Scottish Ministers with the relevant information, as detailed in **Annex 3**.

SPoC as follows:

<b>Social Security Scotland Inbox</b>
<b>[Redacted]</b>

8.1.3 Where a clerical Carer's Allowance claim has been received by Social Security Scotland from a resident in Scotland after the Carer Support Payment Commencement date, Scottish Ministers will follow the process to provide DWP with the relevant information, as detailed in **Annex 4**.

SPoC as follows:

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

8.1.4 Where Social Security Scotland or DWP receive notification that a client/customer is receiving Carer's Allowance and Carer

Support Payment, Scottish Ministers and DWP will provide each other with relevant information, as detailed in **Annex 5**.

8.1.5 Where there is an existing Carer's Allowance and/or Universal Credit (Carer's Element) claim or award, and a new application for Carer Support Payment is received from a different carer in respect of the same cared for person, Scottish Ministers and DWP will follow the process and provide each other relevant information, as detailed in **Annex 6**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.6 Where there is an existing Carer Support Payment application or award, and a new claim for DWP's Carer's Allowance is received from a different carer in respect of the same cared for person, Scottish Ministers and DWP will follow the process and provide each other relevant information, as detailed in **Annex 7**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.7 Where Scottish Ministers identify an issue with a Global Unique Identifier (GUID), Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 8**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.8 Where it has been identified by Scottish Ministers that a client fails DWP's Genuine Sufficient Link to Scotland, Scottish Government Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annexes 9 and 9(a)**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.9 Where a Carer's Allowance claimant returns to Scotland from

residing abroad and Genuine Sufficient Link is a consideration during case transfer, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 10**

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.10 During the case transfer window, where Social Security Scotland identify a date of death for the carer or cared for person, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 11**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.11 During the case transfer window, where Social Security Scotland identify a Carer's Allowance claimant does not meet the Scottish residency test, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 12**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.12 During the case transfer window, where Social Security Scotland identify a Carer has moved to England/Wales prior to their end of entitlement date, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 13**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.13 During the case transfer window, where Social Security Scotland identify incorrect evidence received from DWP, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 14**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.14 During the case transfer window, where Social Security Scotland identify Corporate Acting Body details have not been provided from DWP, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 15**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.15 During the case transfer window, where a Social Security Scotland client reports a break in care within the linking period of a Carer's Allowance claim, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 16**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.16 During the case transfer window, Social Security Scotland will inform DWP when a carer reports a date of death for the cared for person prior to the Carer Support Payment start date, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 17**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.17 During the case transfer window, DWP will notify Social Security Scotland when a late notification of change of circumstance / dispute is received after the Carer's Allowance claim has closed. Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 18**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.18 During the case transfer window, DWP will provide Social Security Scotland with the self-employed information for a Carer Support Payment client which was incorrectly received in DWP. DWP will

follow the process to provide the relevant information, as detailed in **Annex 19**.

SPoC as follows:

<b>Social Security Scotland SPoC</b>
[Redacted]

8.1.19 During the case transfer window, where DWP identify the Carer's Allowance case is wholly clerical DWP and Social Security Scotland will follow the process as detailed in **Annex 20**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.20 During the case transfer window, where DWP receive a change of circumstance during the transfer window and identify the Carer's Allowance case is wholly clerical DWP will follow the process as detailed in **Annex 21**.

SPoC as follows:

<b>Social Security Scotland SPoC</b>
[Redacted]

8.1.21 Where Armed Forces Independence Payment (AFIP) cases are identified, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annexes 22 to 24**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Single Inbox</b>
[Redacted]	[Redacted]

8.1.22 Where Constant Attendance Allowance cases are paid with Industrial Injuries Benefit are identified, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 25**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
[Redacted]	[Redacted]

8.1.23 Where an overlapping benefit claim: Unemployability Supplement with Industrial Death Benefit, Severe Disablement Allowance, Pension Credit, Maternity Allowance, State Pension, Get your State Pension, Widowed Parent's Allowance or New Style Employment Support Allowance/Jobseekers Allowance which results in an overpayment and is identified by either Party, that Party will contact the following DWP SPoC. **Annexes 27 to 33(a).**

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.24 Where a claim for income-related Employment and Support Allowance, Income based Jobseeker's Allowance, Pension Credit or Income Support, which results in an abatement scenario identified by Social Security Scotland, that Party will contact the following DWP SPoCs. The process to provide each other with relevant information and action any appropriate abatement as detailed in **Annexes 26 to 34.**

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.25 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 39 to 39(c).**

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.26 Scottish Ministers and DWP will confirm with the other Party the control measures associated with Keeping Customer Interactions Safe (KCIS)/Unacceptable Actions (UA) cases, as detailed in **Annex 40 and 40(a).**

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.27 Details of the specific data being shared can be found in the associated Data Sharing Agreements.

8.1.28 The turnaround time for responding to dedicated email enquiries relating to the processes, as detailed in **Annexes 2 to 10**, and **Annex 25** will be as soon as reasonably practicable and within 5

working days. For any enquiries, which are complex and are off system the turnaround time will be 10 working days.

8.1.29 The turnaround time for responding to dedicated email enquiries relating to Armed Forces Independence Payment cases will be 2 working days, as detailed in **Annexes 22 to 24**. For any enquiries, which are complex and are off system the turnaround time will be 10 working days.

8.1.30 The turnaround time involved in an Income Related Benefit case where arrears /abatement is due, as detailed in **Annexes 26 to 34**, due to being more complex and off system the turnaround time to gather processing information will be 14 calendar days.

8.1.31 The turnaround time for responding to dedicated email enquiries relating to appointees will be as soon as reasonably practicable and within 5 working days, as detailed in **Annexes 35 to 35(c)**.

8.1.32 The turnaround time for responding to dedicated email enquiries relating to Keeping Customer Interactions Safe/ Unacceptable Actions Control Measures will be 2 working days, as detailed in **Annexes 36 to 36(a)**.

8.1.33 The agent-to-agent email service will be available from 8.00 am to 6.00 pm Monday to Friday excluding Public and Privilege holidays.

8.1.34 DWP will respond to Social Security Scotland within 24 hours for any exception cases, which will be dealt with by Social Security Scotland dedicated officers.

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 client.

8.2.3 When Social Security Scotland business continuity plans are invoked which would result in a higher number of anticipated enquiries to DWP.

SPoCs for each Party are as follows:

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

## 9. Fraud

- 9.1 Fraud processes are being developed in a test and learn environment and are under continuous review by DWP and Social Security Scotland. Each Party should refer to their operational guidance for current processes.
- 9.2 The agreed method to transfer referrals will be as detailed in the associated Data Sharing Agreement. There will be no transfer of referrals that cannot be conducted by email.
- 9.3 As soon as each Party identifies a fraud interest affecting the other Party, all necessary information shall be sent over as soon as reasonably practicable, as detailed in the associated Data Sharing Agreement.
- 9.4 DWP Referrals will be in the form of a PDF document which will be transferred by email.

<b>DWP transfer to Social Security Scotland</b>
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[Redacted]
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- 9.5 Social Security Scotland will provide an intelligence report to DWP which will be transferred by email:

<b>Social Security Scotland transfer to DWP</b>
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[Redacted]
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## 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 Carer Support Payment. Each Party will work together to ensure the agreed service standards are delivered.

## 12. Complaints

- 12.1 Each Party will follow their defined Business As Usual 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 Carer Support Payment that may impact on or require changes to the delivery of Carer Support Payment or the Services.
- 13.2 Scottish Ministers will deliver Carer Support 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 described in the 'Scottish Devolution: Financial Arrangements for Formal Agreements' as referenced in Section 4 (Derivation) of this Agreement.

### **14. Communications**

- 14.1 Communications in relation to Carer Support Payment 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' 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 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 29 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 2020/2021 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.

## 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 associated Data Sharing 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 the Department for Work and Pensions 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
<a href="mailto:Fol@socialsecurity.gov.scot">Fol@socialsecurity.gov.scot</a>	<a href="mailto:Freedom-of-information-request@dwp.gov.uk">Freedom-of-information-request@dwp.gov.uk</a>

## 19. Data Subject Requests

- 19.1 When either Party receives a right of access request from a data subject requesting copies of data shared by the other Party, they will for any relevant information they hold as an independent data controller and in line with Article 15 of the UK GDPR and ICO's UK GDPR guidance on the right of access:
- confirm that they are processing any such personal data.
  - provide a copy of the personal data held; and provide other supplementary information as appropriate.
- 19.2 In addition, if it appears the data subject is requesting information held by the other Party, they will also at the same time return the request to the sender with details of the correct address (of the other Party) as soon as reasonably practicable and within regulatory deadlines. The request itself must not be forwarded.
- 19.3 Details on how to make an access request to DWP can be found in the DWP Information Charter - The DWP Personal Information Charter can be found at this link - [DWP Personal Information Charter](#)

19.4 Details on how to make an access request to Scottish Ministers can be found in the Social Security Scotland Privacy Notice. The Social Security Scotland Privacy Notice can be found at this link - [Social Security Scotland Privacy Notice](#)

19.5 Details of the specific data being shared can be found in the associated Data Sharing Agreement.

Address details for each Party are as follows:

<b>Social Security Scotland Data Protection Team</b>	<b>DWP Right of Access Request</b>
Data Protection Officer PO Box 10298 Dundee DD1 9FS <a href="mailto:dataprotectionofficer@socialsecurity.gov.scot">dataprotectionofficer@socialsecurity.gov.scot</a>	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 Carer Support Payment. Each Party will thereafter cooperate with the other to minimise the impact such changes will have on delivery of Carer Support Payment. [Redacted]

## 22. Signatories

**Signed:**

**Print Name:** Stephanie Glavin

**Date:** 21.10.2024

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

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**Signed:**

**Print Name:** Martin Brown

**Date:** 23.10.2024

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

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**Signed:**

**Print Name:** Helga Swidenbank

**Date:** 18.10.2024

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

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**Signed:**

**Print Name:** Margarita Morrison

**Date:** 22.10.2024

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

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**Signed:**

**Print Name:** Vikki Knight

**Date:** 24.10.2024

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

## **Annex 1 - CSP Eligibility conditions**

Carer's Allowance (CA) is a UK benefit payable to people who care for a disabled person for at least 35 hours a week, if they satisfy eligibility conditions. Scottish Government (SG) is introducing Carer Support Payment (CSP) as a replacement for CA in Scotland. For the clients to qualify for CSP, the cared for person must be in receipt of either:

- Child Disability Payment (CDP) - either middle or highest rate
- Adult Disability Payment (ADP) - either standard or enhanced rate
- Attendance Allowance (AA)
- Industrial Injuries Disablement Benefit Constant Attendance Allowance (IIDB CAA)
- Disability Living Allowance (DLA) - highest or middle rate care component
- Pension Age Disability Payment (PAPD) - highest or middle rate care component
- Personal Independence Payment (PIP) - either rate of daily living component
- Armed Forces Independence Payment (AFIP)
- An equivalent qualifying benefit from the European Economic Area (EEA) or Switzerland.

**Annex 2** - CA claim pack sent to DWP in error **[Redacted]**  
**Annex 3** - CSP Claim Pack sent to DWP **[Redacted]**  
**Annex 4** - CA Claim form sent to Social Security Scotland **[Redacted]**  
**Annex 5** - Preventing duplicate claims - CSP and CA **[Redacted]**  
**Annex 6** - Existing CA/Universal Credit Claim **[Redacted]**  
**Annex 7** - Existing CSP Client **[Redacted]**  
**Annex 8** - GUID **[Redacted]**  
**Annex 9** - Part 1 GSL - CA Claimant Returning from Living Abroad **[Redacted]**  
**Annex 9(a)** - Part 2 GSL - CA Claimant Returning from Living Abroad **[Redacted]**  
**Annex 10** - CSP Joint - Client - Does not have GSL to Scotland **[Redacted]**  
**Annex 11** - Case Transfer **[Redacted]**  
**Annex 12** - Case Transfer **[Redacted]**  
**Annex 13** - Case Transfer **[Redacted]**  
**Annex 14** - Case Transfer **[Redacted]**  
**Annex 15** - Case Transfer **[Redacted]**  
**Annex 16** - Case Transfer **[Redacted]**  
**Annex 17** - Case Transfer **[Redacted]**  
**Annex 18** - Case Transfer **[Redacted]**  
**Annex 19** - Case Transfer **[Redacted]**  
**Annex 20** - Case Transfer **[Redacted]**  
**Annex 21** - Case Transfer **[Redacted]**  
**Annex 22** - Qualifying benefits Claim for CSP - AFIP in payment **[Redacted]**  
**Annex 23** - AFIP claimed by Cared for Person - CSP in payment **[Redacted]**  
**Annex 24** - Qualifying benefits Claim to CSP - AFIP ceases **[Redacted]**  
**Annex 25** - Qualifying Benefits Claim to CSP - IIDB CAA **[Redacted]**  
**Annex 26** - Income Related ESA/JSA **[Redacted]**  
**Annex 26(a)** - Income Related ESA/JSA **[Redacted]**  
**Annex 27** - Unemployability Supplement **[Redacted]**  
**Annex 28** - Industrial Death Benefit **[Redacted]**  
**Annex 28(a)** - Industrial Death Benefit **[Redacted]**  
**Annex 29** - Pension Credit **[Redacted]**  
**Annex 29(a)** - Pension Credit **[Redacted]**  
**Annex 30** – Maternity Allowance **[Redacted]**  
**Annex 30(a)** – Maternity Allowance **[Redacted]**  
**Annex 31** – State Pension **[Redacted]**  
**Annex 31 (a)** – State Pension **[Redacted]**  
**Annex 31 (b)** – State Pension **[Redacted]**  
**Annex 32** – Widowed Parent’s Allowance **[Redacted]**  
**Annex 32(a)** – Widowed Parent’s Allowance **[Redacted]**  
**Annex 32 (b)** – Widowed Parent’s Allowance **[Redacted]**  
**Annex 33** – New Style ESA/JSA **[Redacted]**  
**Annex 34** - Passporting Benefits - Income Related ESA/JSA **[Redacted]**  
**Annex 34(a)** - Passporting Benefits - Income Related ESA/JSA **[Redacted]**  
**Annex 35** - Passporting Benefit - CSP New Claim Awarded **[Redacted]**  
**Annex 36** - Passporting Benefit - State Pension in Payment **[Redacted]**  
**Annex 37** - CSP End of Entitlement **[Redacted]**  
**Annex 38** - CSP Maintenance **[Redacted]**  
**Annex 39** - Process for a new Appointee **[Redacted]**  
**Annex 39(a)** - Process for a new Appointee **[Redacted]**  
**Annex 39(b)** - Notification of a change of Appointee **[Redacted]**

**Annex 39(c)** - Notification of a change of Appointee **[Redacted]**

**Annex 40 – KCIS/UA [Redacted]**

**Annex 40(a) – KCIS/UA [Redacted]**

## Annex 41 - 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>AFIP</b>	Armed Forces Independence Payment
<b>CA</b>	Carer's Allowance (delivered by DWP)
<b>CAA</b>	Constant Attendance Allowance
<b>Commencement Date of Carer Support Payment</b>	The date in 2023 on which Scottish Ministers began delivery of Carer Support Payment
<b>CSP</b>	Carer Support Payment
<b>DWP</b>	Department for Work and Pensions
<b>FOI(A)</b>	Freedom of Information Act 2000
<b>FOI(S)A</b>	Freedom of Information (Scotland) Act 2002
<b>GUID</b>	Global Unique Identifier
<b>IIDB</b>	Industrial Injuries Disablement Benefit
<b>KCIS</b>	Keeping Customer Interactions Safe
<b>Resident in Scotland</b>	Ordinarily resident in Scotland or either in the EEA or Switzerland with a genuine and sufficient link to Scotland.
<b>Income Related Benefits</b>	Income Support, income based Jobseeker's Allowance, income related Employment and Support Allowance and Pension Credit
<b>Public &amp; Privilege holiday</b>	All public and privilege dates in England and Scotland including regional specific dates in Social Security Scotland Agency.
<b>Service Delivery Standards</b>	The service delivery standards to be met by DWP for the delivery of the Services as set out at Para 8.
<b>Services</b>	Has the meaning set out in Para 2.1
<b>SG</b>	Scottish Government
<b>SM/SSWP Single MoU</b>	Memorandum of Understanding between Scottish Ministers and the Secretary of State for Work and Pensions dated January 2023 as amended.
<b>SLA</b>	Service Level Agreement
<b>SM</b>	Scottish Ministers
<b>SPoC</b>	Single Point of Contact
<b>Term</b>	Has the meaning set out in Para 3.1
<b>UA</b>	Unacceptable Actions
<b>UK GDPR</b>	UK General Data Protection Regulations