

Service Level Agreement Between The Secretary of State for Work and Pensions and Scottish Ministers in Respect of Carer's Allowance Supplement

Key personnel	Name	Role
Author	[Redacted]	[Redacted]
Owner	Stephanie Devenny	Deputy Director, Finance and Corporate Services, Social Security Scotland
	Martin Brown	DWP Director for Retirement Services

Table of Contents

1. Parties	4
2. Scope and Principles	4
3. Duration	4
4. Derivation	5
5. Revision to this Agreement	6
6. Disputes	6
7. Revision to IT Requirements	7
8. Roles and Responsibilities	7
9. Service Delivery Standards	7
10. Management Review	8
11. Complaints	8
12. Financial Arrangements	8
13. Audit Arrangements	9
14. Communications	9
15. Data Processing	9
16. Freedom of Information Requests, Parliamentary Questions, Ministerial Correspondence and 'Treat Official' Correspondence	9
17. Data Subject Requests	10
18. Business Continuity	10
19. Technical Capabilities	11
20. Signatories	12
ANNEX 1 - Customer Payment Journey – High-Level Process Map [Redacted]	13
ANNEX 2 - DWP / SG Customer Journey – General Enquiries [Redacted]	13
ANNEX 2a - Carer's Allowance Unit - Customer Journey – Eligibility [Redacted]	13
ANNEX 2b - Process for Customer Eligibility Query – Social Security Scotland [Redacted]	13
Glossary Of Terms	14

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 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 associated Data Sharing Agreement, DWP will provide data to enable Social Security Scotland to make a Carer's Allowance Supplement 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 Carer's Allowance Supplement 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 regards to reaching mutual agreement 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 The previous Agreement was effective from 1 January 2023 and remained effective up to and including 31 March 2025 ('the Term')

- 3.3 This Agreement replaces the previous Agreement. It shall be effective from and including 1 April 2025 (“the Commencement Date”) and, unless terminated earlier in accordance with its terms, will remain effective up to and including 31 March 2026 (‘the Term’).
- 3.4 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.
- 3.5 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.
- 3.6 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’s Allowance Supplement.
- 3.7 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 (MoU on Devolution)	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 (‘ SM/SSWP Single MoU ’) and the following Annex: [Redacted]	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	March 2023

respect of Carer's Allowance Supplement – V1.0 (the 'Initial 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	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
[Redacted]	[Redacted]
[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. Subject to Paragraph 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 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 Paragraph 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 [Redacted]

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 the 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 Carer's Allowance Supplement 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 acknowledges 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 Carer's Allowance Supplement that may impact on or require changes to the Services.
- 8.3.3 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.
- 8.3.4 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 associated Data Sharing Agreement, and as detailed in **Annex 1** of this Agreement.

- 9.3 Any identified handoffs between Social Security Scotland and DWP Carer's Allowance Unit are operated via email through a secure centralised inbox, as referenced in the associated Data Sharing Agreement, using the Carer's Allowance Supplement exceptions team referral form. The turnaround time for responding to email and handoffs 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
[Redacted]	[Redacted]

- 9.5 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 Exceptional cases where the normal Service Delivery Standards would have an unacceptable impact on the customer. These exceptions are contained and detailed within the associated Data Sharing Agreement.

SPoCs for each party are as follows:

SG SPoC	DWP SPoC
[Redacted]	[Redacted]

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. 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 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.'
- 13.4 DWP, Social Security Scotland, National Audit Office and Audit Scotland have agreed the Special Purpose Audit Framework is being used 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 Carer's Allowance Supplement 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 associated Data Sharing 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 (FOI(S)A).

SG FOI(S)A	DWP FOI
Fol@socialsecurity.gov.scot	Freedom-of-information-request@dwp.gov.uk

17. Data Subject Requests

- 17.1 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.
- 17.2 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.
- 17.3 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](#)
- 17.4 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](#)
- 17.5 Details of the specific data being shared can be found in the associated Data Sharing Agreement.

Address details below:

Social Security Scotland Data Protection Team	DWP Right of Access Requests
Data Protection Officer PO Box 10298 Dundee DD1 9FS dataprotectionofficer@socialsecurity.gov.scot	Right of Access Gateway Team Post Handling Site A Wolverhampton WV98 2EF [Redacted]

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 Carer's Allowance Supplement. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on Carer's Allowance Supplement.

20. Signatories

Signed by:

Print name: Stephanie Devenny

Date: 13/03/2025

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

Signed by:

Print name: Martin Brown

Date: 13/03/2025

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 - Carer's Allowance Unit - 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.

BAU	Business as Usual
CA	Carer's Allowance
[Redacted]	[Redacted]
CAU	Carer's Allowance Unit
CIS	Customer Information System
CoC	Change of circumstances
DPA	Data Protection Act 2018
DS	Data Services
DSA	Data Sharing Agreement
DWP	Department for Work and Pensions
SM/SSWP Single MOU	The Memorandum of Understanding between Scottish Ministers and Secretary of State for Work and Pensions dated January 2023 as amended
[Redacted]	[Redacted]
GDPR	General Data Protection Regulations
Hand – Off	The mechanism for exchange or confirmation of information
LTT	Lines to Take
Service Delivery Standards	The service delivery standards to be met by DWP for the delivery of the Services as set out at <i>Para 9</i>
Services	Has the meaning set out in <i>Para 2</i>
SG	Scottish Government
SLA	Service Level Agreement
SM	Scottish Ministers
SPoC	Single Point of Contact
SSWP	Secretary of State for Work and Pensions
Term	Has the meaning set out in <i>Para 3</i>