

Title of Report:	AFFORDABLE WARMTH SERVICE LEVEL AGREEMENT 2020-2021
Committee Report Submitted To:	ENVIRONMENTAL SERVICES COMMITTEE
Date of Meeting:	12TH JANUARY 2021
For Decision or For Information	FOR DECISION

Linkage to Council Strategy (2019-23)	
Strategic Theme	Resilient, Engaged and Healthy communities
Outcome	
Lead Officer	Head of Health & Built Environment

Budgetary Considerations	
Cost of Proposal	
Included in Current Year Estimates	YES/NO
Capital/Revenue	Revenue
Code	21656
Staffing Costs	

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No	Date:
	EQIA Required and Completed:	Yes/No	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No	Date:
	RNA Required and Completed:	Yes/No	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No	Date:
	DPIA Required and Completed:	Yes/No	Date:

1.0 Purpose of Report

- 1.1 The purpose of this report is to update members in respect of correspondence received from the Department for Communities (DfC) and the issue of a Service Level Agreement for the remaining 3 months of the current financial year.

2.0 Background

- 2.1 The DfC issued correspondence to all Councils on the 22nd December 2020 (see Appendix 1 to this report) following an email issued on the 11th December 2020 requesting that Councils reduce the number of monthly referrals from the 44 previously requested to 32 for the remainder of the current financial year (4 months).
- 2.2 Members will recall from previous reports ES200908 item 6 and ES201013 item 9 that it was agreed that an additional resource would be recruited to assist in making 36 referrals to the scheme to maximize opportunity for eligible persons within the Borough.
- 2.3 Having recruited an additional member of staff it is disappointing that the number of referrals has now been reduced a short time later.
- 2.4 The DfC have indicated that the reduction in referral numbers is based on both budgetary obligations and the commitment to managing applicants' expectations. Making a referral to NIHE provides the householder with an anticipation that their application will be processed as soon as possible and when this is not the case the householder is understandably disappointed and the reputation of the scheme and its delivery partners is also impacted.
- 2.5 In addition to the correspondence received, a Service Level Agreement (SLA) has also been provided (see Appendix 2 to this report) with the maximum number of referrals per month capped at 32 for the remainder of the current financial year. A request has been made to accept, sign and return by 15th January 2021.
- 2.6 The correspondence suggests that the number of referrals per month required in 2021-2022 will reduce to 30, which will have a direct affect on the resources engaged in the delivery of the service based on current levels of funding.
- 2.7 Officers will continue to engage and work in partnership with DfC and NIHE to agree a revised SLA for 2021-2022 to ensure stability in the delivery of this programme and that minimises any financial risk to Council.

3.0 **Recommendation**

It is recommended that Council accept the Service Level Agreement offered for the remainder of the current financial year and that approval be given to the Head of Health & Built Environment to sign and return to the DfC.

From: David Polley

David.Polley@communities-ni.gov.uk

**Level 3
Causeway Exchange
1-7 Bedford Street
Belfast
BT2 7EG**

Date: 22 December 2020

Dear Council Affordable Warmth Scheme Senior Managers

AFFORDABLE WARMTH SCHEME

I am writing to you as a group in response to several issues raised by Councils either collectively or individually following my recent correspondence dated 11 December.

Referrals from Councils

I understand the disappointment regarding the reduction in referral numbers from 44 per council area per month to 32 and the impact this could have on staffing. Some Councils have highlighted that they have incurred costs on the Scheme this year which this level of referral in the remaining months will not cover. However, as previously indicated this reduction in referral numbers is based on both budgetary obligations and our commitment to managing applicants' expectations. Making a referral to NIHE provides the householder with an anticipation that their application will be processed as soon as possible and when this is not the case the householder is understandably disappointed and the reputation of the scheme and its delivery partners is also impacted.

However I want to make you aware that there is potential to cover any difference between your (eligible) AWS expenditure costs and your income from referrals, given that this stems from the impact of COVID-19. When your Council is applying to my local government colleagues for Coronavirus assistance, you should set out these costs in delivering your Council's Affordable Warmth Scheme for quarter 3 and

quarter 4 on a separate line in your general COVID-19 lost income claim. Please note that you should submit this via the ALGFO representative Alfie Dallas in Derry City and Strabane District Council as this is being collated centrally via the ALFO representative, prior to submission to DfC Local Government Finance. Obviously this claim should exclude costs already met by the NIHE or the one off, additional payment earlier this year.

Flexibility for referral numbers for December

The issue of flexibility over the Christmas period was raised. This was discussed at a recent monitoring meeting with NIHE but the issue remains, as in previous years, that if December referrals are delayed until January or February it is highly unlikely that they will be approved in this financial year and thereby impact on the referral numbers for the new 20/21 financial year.

Targeting

As stated previously I am still in discussion with Department of Finance (DoF) colleagues on a refreshed approach to targeting in the Scheme. We are in the process of commissioning a study, which will include engaging with Councils, to help inform a way forward. I hope we will be in a position to update you on this at a senior officials meeting with the Department which will be scheduled towards the end of January. In order to meet the conditions of the current approved business case you should continue to aim for 80% of your referrals to come from the targeted lists provided by the Department.

Service Level Agreements (SLAs)

I have attached a Service Level Agreement to reflect the 32 referrals per month for the remainder of this current year. I should be grateful if each Council area would sign and return the SLA to awe@communities-ni.gov.uk before 15 January 2021.

We have committed to working in partnership with you to draft the service level agreement for 2021-22. Unfortunately other work pressures have meant that we have not been in a position to start this work, I would propose to add a discussion on the process and timescale for this as an Agenda item at our forthcoming meeting

Budget 2021/2022

As indicated in my previous correspondence the budget for 21/22 has not yet been agreed but our planning assumption remains that the budget next year will be between £12 and £16m which, at the upper end of the budget, would require approximately 30 referrals per month from each Council.

The Affordable Warmth and Energy team will be in contact soon with a proposed date for the next meeting with NIHE and Councils in the New Year.

Thank you for your feedback and for your continued support in these difficult and challenging times.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'David Polley'.

David Polley
Director Housing Supply Policy

Affordable Warmth Scheme

SERVICE LEVEL AGREEMENT

between

DEPARTMENT FOR COMMUNITIES

and

CAUSEWAY COAST AND GLENS BOROUGH COUNCIL

Date: December 2020

1. Overview

The Department for Communities (DfC) is responsible for developing policy and implementing programmes to mitigate the effects of fuel poverty and improve the thermal comfort of low income households across Northern Ireland. The Affordable Warmth Scheme is DfC's primary scheme for tackling fuel poverty. DfC works in partnership with all local councils and the Northern Ireland Housing Executive (NIHE) to deliver the Affordable Warmth Scheme.

The Affordable Warmth Scheme targets low income households and delivers home energy efficiency improvement measures to qualifying households.

All parties will use opportunities during the life of this agreement to display a commitment to work together in support of Government aims to improve household energy efficiency.

2. Purpose of this Document

The purpose of this Service Level Agreement (SLA) is to provide clarity in terms of accountability, policy, operation and reporting procedures for each of the parties and in particular to:

- reaffirm the scope of the scheme;
- describe the roles and responsibilities of each party;
- set out the financial arrangements; and
- detail the arrangements for monitoring performance in relation to the scheme.

The measures available under this scheme are listed at **Annex 1**.

3. Scope

The Affordable Warmth Scheme aims to mitigate the effects of fuel poverty in targeted households living in severe or extreme fuel poverty. It is expected to reduce

energy consumption in eligible private housing through home energy efficiency interventions.

The NIHE will maintain a central record of all completed surveys referred to it and their progress. When local council officials have completed the survey and referred that survey to the NIHE, any query regarding the application should be directed to the NIHE to resolve.

DfC will provide agreed funding to each local council to administer the Affordable Warmth Scheme. The NIHE will transfer agreed funds to each local council on a quarterly basis.

4. Roles and Responsibilities

The Department for Communities

(a) The Department for Communities will:

- provide advice to the NIHE regarding the policy of the scheme as required;
- provide each local council with data detailing the households to be targeted where appropriate;
- set a target for referrals which local councils will deliver to the NIHE annually and monthly;
- continually monitor and evaluate the scheme through reporting arrangements with the NIHE and local councils;
- seek feedback from its Social Welfare Group regarding Benefit Entitlement Checks;
- consider changes that will improve process or impact as the scheme develops;
- on completion of the scheme complete a full evaluation;
- provide reporting templates for local councils monthly progress reports.

The Local Council's Role

- (b) Each local council will be provided with details of households considered to potentially meet the conditions of the scheme. Each local council will:
- with the consent of the targeted householder, conduct a survey to collate and verify financial information to confirm eligibility for the scheme;
 - have discretion regarding accepting self-referrals (as defined by DfC). Local councils **must** bear in mind that Affordable Warmth is primarily a targeted scheme;
 - refer 96 completed surveys to their local NIHE Grant Office from January 2021 to March 2021. The number of self-referrals included in the 96 referrals should not exceed 20%. Any change to this ratio will be formally notified by the Department once agreement has been reached with Department of Finance. Additional referrals will not be accepted without prior agreement with DfC and NIHE.
 - the number of referrals may be adjusted in year due to budget change or scheme performance.
 - highlight urgent cases to the NIHE Grants Manager at the time of referral. An urgent case is defined as a household with no heating system, or central heating which is broken down beyond repair;
 - ensure that when an application is received by Building Control that officials arrange for measures to be inspected. Building Control officials will confirm to the NIHE whether the installation is in compliance with the building regulations;
 - provide householders participating in the scheme with information regarding energy advice;
 - manage and respond to complaints concerning local council staff regarding the Affordable Warmth Scheme;
 - meet with the NIHE and DfC at least quarterly to discuss the progress of the scheme and discuss any areas of concern;

- participate in both the established Senior Officer group and other ad hoc meetings as and when required;
- where the householder agrees, refer their details (name, address, contact number) to the Social Welfare Group for the purposes of conducting a Benefit Entitlement Check with them.
- Carry out additional duties such as handholding of householders and qualitative case studies of homes which have received assistance through the Scheme.

The Northern Ireland Housing Executive's Role

- (c) The NIHE is a non-departmental public body. Therefore it will not be a signatory to this SLA as the DfC and the NIHE has an established accountability process. This accountability process sets out the controls to be exercised over the different areas of the NIHE's activities by the DfC directly or by the NIHE itself. The prime purpose is to assist the Permanent Secretary of DfC in discharging his responsibilities in relation to NIHE systems and as such represents a formal statement by DfC of the standards it requires the NIHE to achieve in relation to the probity of activities.

5. Financial Arrangements

Local councils will be responsible and accountable for the management of the Affordable Warmth budget allocated to them. Each local council must ensure the Affordable Warmth budget is ring fenced for Affordable Warmth activities.

6. Monitoring & Reporting

Each local council will provide the DfC with monthly progress reports regarding the number of:

- surveys completed;
- the number of self referral surveys completed; and
- numbers and details of referrals to other schemes or services.

Local councils will share any Audit recommendations concerning Affordable Warmth and consider those to improve the management of the scheme. This will be done in consultation with DfC.

7. Accountability

Overall accountability for the delivery of the scheme rests with the Accounting Officer of DfC as the funding department. However, each receiving organisation is accountable for its own finances and ensuring that appropriate controls are in place in order to provide them with the necessary assurances regarding expenditure.

8. Limited Liability

The local council shall have no liability to the Department for any loss or damage sustained by the Department as a result of the Department relying on any information supplied to it by the local council under this agreement.

9. Termination of SLA

Once entered into, the SLA can be terminated within three months written notice from any Party. Any party may also terminate the Agreement without notice, for any of the following reasons:-

- a) any breach by the other of its obligations under this Agreement; and
- b) in the case of a breach capable of rectification, where such breach has not been rectified by the other party within 14 days of it being given notice of same.

10. Confidentiality and Data

All Parties are to take cognisance of the Data Protection, GDPR and Freedom of Information legislation. **Annex 2** sets out an agreement for the processing of personal data for the DfC and the NIHE.

Department for Communities

December 2020

FORMAL COMMITMENT

Signed
On behalf of the Department for Communities

Dated

Signed
On behalf of Causeway Coast and Glens Borough Council

Dated

Affordable Warmth Measures

Prioritised list of measures available under the Affordable Warmth Scheme:

Priority rating	Conditions in existing property	Improvement measures available
Priority 1 - Insulation	No cavity wall insulation	Install cavity wall insulation
	Ineffective cavity wall insulation	Remove and replace cavity wall insulation
	No loft insulation or below minimum	Installation or top up of roof space insulation to 270mm
	No hot water jacket	Install hot water jacket
	Ineffective or no draught proofing	Draught proof windows/doors
Priority 2 - Heating	No heating system exists	Installation of natural gas or oil heating
	Conversion of existing LPG or solid fuel system	Installation of natural gas or oil heating
	Conversion of Economy 7	Conversion to natural gas (or oil where natural gas isn't available) or conversion to high efficiency storage system
	Householder 65 or over, or with child under 16, or receiving a disability benefit and with a boiler over 15 years old	Boiler replacement and new radiators where required
	Heating system exists without controls	Add heating controls
	Heating system exists but radiators defective	Replace radiators as needed
Priority 3 - Windows	Windows in disrepair	Repair/replace windows with double glazing if draught proofing is not possible
Priority 4 - Solid wall	Solid wall with no insulation	Internal/external insulation

Annex 2

Data Processing Agreement for the processing of personal data for the Department of Communities and Northern Ireland Housing Executive

1) Purpose

1. This agreement sets out the terms and conditions by which personal data will be processed by the Council's on behalf of the Department for Communities (DfC) and the Northern Ireland Housing Executive (NIHE).
2. This agreement is signed and agreed to ensure full compliance with the provisions of the Data Protection Act 2018 (DPA 2018) and is consistent with the original purpose for which the data is / was gathered and further processed.
3. The purpose of the disclosure is to facilitate the processing of personal data on behalf of the DfC and NIHE who are the Data Controllers and to fulfil the obligations with regard to: Improving domestic energy efficiency in the private sector across Northern Ireland via the Affordable Warmth Scheme. This scheme aims to target identified low income households and deliver energy efficiency improvement measures to qualifying households. The Affordable Warmth Scheme is DfC's primary scheme for tackling fuel poverty. DfC and NIHE work in partnership with all local councils and the NIHE to deliver the Affordable Warmth Scheme.
4. The terms Data, Data Controller, Data Processor, Personal Data, Sensitive Personal Data, Processing and Information Commissioner have the same meaning as defined within the Data Protection Act 2018.
5. "Agreement" – means this Data Processor agreement along with any associated documents attached or referred to as forming part of the agreement.
6. "Services" – means the services that will be provided by the Data Processor during the period of the agreement.
7. "Council Liaison officer" – means the person nominated by each Data Processor who will assume day to day management responsibility and liaison with the Data Controllers.

2) Use and Disclosure of Personal Data

1. Causeway Coast and Glens Borough Council will receive specific targeted lists of referral addresses within their Council area of responsibility and also receive independent enquiries from individuals who are not on the target list.

2. Council officers will visit targeted and non-targeted addresses, where appropriate to assess eligibility for the scheme and collect the necessary documentation. When visiting an address, the Council officers will complete an electronic NIHE application form named '**Affordable Warmth Scheme**' application.
3. As part of the process, the applicant is required to provide documentation to verify eligibility including proof of ownership, occupancy and income. These eligibility documents will be photographed by Council staff on a Council issued electronic tablet at the time of the visit and in the home of the applicant. Eligibility documents will be shared with NIHE electronically and the eligibility document data is then deleted beyond recovery from the tablets.
4. The tablets have a security feature that secures all data being stored on and transmitted to a device and provides functionality to lock down and wipe data from a device if it is lost or stolen.
5. In certain cases the original hard copy eligibility documents are removed by the Council officers instead of photographing onto the electronic tablet in the home of the applicant. These documents will be photographed or scanned and checked that the copy is legible before sharing with NIHE electronically and the originals returned to the applicant by recorded delivery or collected in person by arrangement.
6. If the property is privately rented, the Council officers will send a consent form to the landlord.
7. Data gathered for this purpose will not be disclosed to any other person or organisation. The data is used to confirm the eligibility of the applicant to receive a grant.

3) Proportionality / Subject Access

1. The processing will be proportional for its purpose and a high level of security and confidentiality will be applied. The Council will additionally agree to notify the ICO if any changes are required to their Data Protection notification.
2. If a subject access request is made directly to the Council and it involves personal data controlled by DfC and NIHE, it is the responsibility of the relevant Council to immediately liaise with DfC and NIHE to process the request.
3. DfC and NIHE will give appropriate assistance as is necessary to the Council to enable it to:

- Comply with a subject access request
- Respond to any information notice served upon the Council by the ICO
- Respond to any complaint from a data subject
- Investigate any breach or alleged breach of the Data Protection Act

4) Security

1. The Council will apply appropriate security measures equal with the requirements of the Data Protection Act 2018.
2. The Council must ensure that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, the Council shall ensure that measures are in place to:
 - Prevent accidental compromise or damage during storage, handling, use, processing, transmission or transport;
 - Deter deliberate compromise or opportunist attack;
 - Promote discretion in order to avoid unauthorised access; and
 - Provide suitable training to their staff on how to handle DfC and NIHE data.

3. Information Security Standards

Council	Information Security standard	Accreditation
Causeway Coast and Glens Borough Council	Is working to the principles of ISO 270001	Accredited/Not accredited

4. The personal data is transferred to NIHE (on behalf of DfC) via -
Electronic forms are transferred to NIHE using XML files and FTPS site or using password protected xml files via e-mail.
Paper application forms and supporting documentation is hand delivered to NIHE grants office and signed in by case officers.
5. The services of any sub contractor will not be used by the Council in connection with the processing of DfC and NIHE data without prior approval.

5) Confidentiality

1. The Council will not disclose or communicate to any other individual or organisation the personal data gathered for DfC and NIHE. They shall treat any personal data provided strictly private and confidential.

2. The Council shall ensure that any of their staff listed within the agreement are aware of their responsibilities in connection with the use of that data.
3. The obligations of confidentiality in relation to this agreement by the Council will remain in force after the expiry of this agreement.
4. This obligation of confidentiality shall not apply where disclosure of DfC and NIHE data is ordered by a Court of law. There may also be occasions when disclosure is required by the Police or other law enforcement agencies for the investigation of a crime or is required for legal proceedings.
5. If this happens, and a request is received by the Council, it must inform DfC and NIHE as soon as possible in writing, stating the identity of the requesting body and nature of the data sought. This will allow DfC and NIHE to deliberate and decide on what can be released.

6) Retention and Review

1. The data should be retained for five years in line with DfC retention policies.

7) Data Processor Breach of Security

1. In the event of a data breach by the Council, which involves DfC and NIHE data, the Council Liaison Officer must immediately inform DfC and NIHE of the circumstances.
2. A data breach can take the form of the following:-
 - The loss or theft of data;
 - Equipment failure;
 - Professional hacking attempt;
 - Professional “blagging” whereby data is obtained by deceit; and
 - Human error by accidental disclosure. (An organisation mistakenly providing personal information to the wrong person, for example by sending details out to the wrong address).
3. Once it has been confirmed that DfC and NIHE personal data has been involved, the main DfC Data Breach procedure must be invoked. It must also be assumed that the Council will have a data breach procedure in place; however, DfC will lead on this matter.

8) Time Period of agreement and Termination

1. This agreement will remain in force until the SLA is reviewed. However if potential issues do emerge, this may require further consideration.

2. DfC may at any time by notice in writing, terminate this agreement if the Council is in breach of any obligation under this agreement.
3. DfC retains the final decision in any variation to the agreement. No variation will occur unless written directions are signed by both parties and included within this document.

This constitutes an agreement between the Council (acting as Data Processors) and DfC / NIHE who will abide by the content of this document.