

<b>Title of Report:</b>	<b>AFFORDABLE WARMTH SCHEME SERVICE LEVEL AGREEMENT (SLA) BETWEEN DEPARTMENT FOR COMMUNITIES AND COUNCIL</b>
<b>Committee Report Submitted To:</b>	<b>ENVIRONMENTAL SERVICES</b>
<b>Date of Meeting:</b>	<b>12<sup>th</sup> November 2019</b>
<b>For Decision or For Information</b>	<b>FOR DECISION</b>

<b>Linkage to Council Strategy (2019-23)</b>	
Strategic Theme	Resilient Engaged and Healthy Communities
Outcome	Delivery of Referrals to Northern Ireland Housing Executive in respect of the Affordable Warmth Scheme
Lead Officer	Head of Health & Built Environment

<b>Budgetary Considerations</b>	
Cost of Proposal	Funded by DfC (£48,150.72)
Included in Current Year Estimates	<b>YES</b>
Capital/Revenue	N/A
Code	N/A
Staffing Costs	Currently circa £35,000.00

<b>Screening Requirements</b>	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 consider a revised Service Level Agreement between the Department for Communities and Council for the continued delivery of the Affordable Warmth Scheme up to 31<sup>st</sup> March 2020.

## **2.0 Background**

- 2.1 Members will be aware from previous reports that Councils work in partnership with the Northern Ireland Housing Executive to deliver the Affordable Warmth Scheme on behalf of the Department for Communities to help address fuel poverty and improve thermal comfort of low income households across Northern Ireland.
- 2.2 The Department in correspondence dated 4<sup>th</sup> April 2019 confirmed the level of funding and number of referrals to be made by Council to the NIHE as £41,256 and 18 per month respectively. This was a reduction of £27,524.00 and as a consequence the level of staff has been reduced to 1 unit.
- 2.3 The Department has also issued a revised Service Level Agreement dated 28<sup>th</sup> August 2019 reflecting the number of referrals to be made (216 per annum) and may be found at Appendix 1.
- 2.4 Further correspondence received from the DfC dated 23<sup>rd</sup> October 2019 has confirmed that the Department has increased the cost per referral from £191.00 to £222.92 for each referral made from the 1<sup>st</sup> June 2019.
- 2.5 However as a consequence a request has been made for additional referrals to be made over the remaining months of the year as detailed below.

Month	Number of Referrals
November 2019	22
December 2019	10
January 2020	39
February 2020	39
March 2020	39

- 2.6 Whilst the reduced number of referrals in December is welcomed due to holiday commitments etc, the increased number in the final quarter will be impossible to achieve within the current resources available.
- 2.7 Officers will continue to work with the Department and the NIHE to ensure that as many eligible candidates as possible are presented for consideration within the resources provided.

### **3.0 Recommendation**

It is recommended that the Environmental Services Committee recommends to Council the signing of the Service Level Agreement for the delivery of the Affordable Warmth Scheme and that this be signed by the Chief Executive on Council's behalf.

# **Affordable Warmth Scheme**

## **SERVICE LEVEL AGREEMENT**

**between**

**DEPARTMENT FOR COMMUNITIES**

**and**

**CAUSEWAY COAST AND GLENS BOROUGH  
COUNCIL**

**Date: August 2019**

## **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 a total of 216 completed surveys to their local NIHE Grant Office from April 2019 to March 2020, following the profile which will be set by NIHE. The number of self-referrals included in the total of 216 referrals should not exceed 20%. Any change will be formally notified by the Department. Additional referrals will not be accepted without prior agreement with DfC and NIHE;

## Service Level Agreement Affordable Warmth

- the number of referrals may be adjusted in year due to budget change or scheme performance, however, numbers will be small;
- 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. Appendix 2 sets out an agreement for the processing of personal data for the DfC and the NIHE.

**Department for Communities**  
**August 2019**

**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:

<b>Priority rating</b>	<b>Conditions in existing property</b>	<b>Improvement measures available</b>
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

# Service Level Agreement Affordable Warmth

**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)<sup>1</sup>.
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

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. 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 and also complete a paper form named '**Affordable Warmth Survey**'.

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. Upon return to the Council office, the eligibility documents are printed from the electronic tablet and the eligibility document data is then deleted beyond recovery from the tablets.

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.

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. Upon return to the Council office, the documents will be photocopied and the originals returned to the applicant by recorded delivery or collected in person by arrangement.

If the property is privately rented, the Council officers will send a consent form to the landlord.

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

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

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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 either 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**



## Service Level Agreement Affordable Warmth

1. In the event of a data breach by either 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.