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AFFORDABLE WARMTH SCHEME INTERIM SERVICE LEVEL AGREEMENT 21/22

Dear Senior Officials,

At our meeting in February 2021 it was agreed that we would work in partnership with Councils to develop an interim Service Level Agreement (SLA) for 21/22 while Business Consultancy Services (BCS) conducted their study of the Affordable Warmth Scheme.

Bryan Edgar agreed to represent Councils to take this forward and there have been several meetings and iterations of the document. You will be aware that Bryan sought comments from all Councils and your feedback was extensively considered while working through drafts of the SLA.

The operation of the interim SLA, which is for 21/22 only will be evaluated in the coming months, along with the findings of the BCS study, with a view to working with Bryan again in the autumn to develop a longer term SLA for the period 22/23 onwards.

I now attach the final interim SLA for the period 21/22 for signature. I understand that Councils have to process this through Committees and that this may take until mid-September given that meeting schedules may vary over the summer months.



I would therefore ask that the signed interim SLA is returned to the Affordable Warmth and Energy Branch mailbox AWE@communities-ni.gov.uk by 17 September 2021.

Developing the interim SLA in this way was a useful and, I believe, very successful approach to partnership working. Thank you for your engagement in this process and my thanks particularly to Bryan for his time and commitment to bringing this important work to conclusion.

Yours sincerely,

Donna Knowles
Head of Affordable Warmth and Energy

AFFORDABLE WARMTH SCHEME

INTERIM

SERVICE LEVEL AGREEMENT

between

DEPARTMENT FOR COMMUNITIES

and

MID ULSTER DISTRICT COUNCIL

For the period 1 April 2021 to 31 March 2022

Date: 25 June 2021

1. Overview

- 1.1. The Department for Communities (DfC/the Department) 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/the Housing Executive) to deliver the Affordable Warmth Scheme.
- 1.2. The Affordable Warmth Scheme aims to mitigate the effects of fuel poverty in households living in severe or extreme fuel poverty. It targets low income households in eligible private housing and delivers home energy efficiency improvement measures to qualifying households.
- 1.3. 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. Aims and Objectives of the Affordable Warmth Scheme

- 2.1. The Affordable Warmth Scheme is delivered under the statutory framework contained within the Domestic Energy Efficiency Grants Regulations (Northern Ireland) 2009 as amended by the Domestic Energy Efficiency (Amendment) Regulations (Northern Ireland) 2016 (2016 SR NO 333 Para 7) and Amendment Regulations 2021 (2021 SR NO 147) which are due to come into operation on 1 July 2021 .
- 2.2. The aims of the Affordable Warmth Scheme include to:
 - mitigate the effects of fuel poverty in low income households.
 - deliver a whole house approach providing energy efficiency improvement measures.
 - target and assist those most likely to be living in the most severe fuel poverty first using a triage system which utilises an agreed scoring matrix to prioritise cases and maintain consistency across all Council areas. The weighting for the triage system takes account of the vulnerability of the householder in terms of age and disability and the condition of the household.

- deliver a range of measures within a short period of time with minimal disruption to residents.
- raise the SAP rating of homes to a level which would protect the occupants from the impacts of fuel poverty.
- deliver tailored solutions in a synchronised way.

2.3. The Affordable Warmth Business Case (2019 – 2024) contains the following objectives and performance indicators:

- between 1 June 2019 and 31 March 2024 to deliver energy efficiency improvement measures to a minimum of 14,000 homes considered to be likely to be at risk of severe fuel poverty
- between 1 June 2019 and 31 March 2024 to deliver 21,000 energy efficiency measures.

2.4. For the period of this SLA and based on an annual budget of £16m this translates overall as:

- 3,555 homes assisted
- 5,333 energy efficiency measures provided

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

3. Scope and Duration of the Interim Agreement

3.1. The Department has agreed to work with Councils to review a number of issues raised by Councils. To inform the process going forward DfC has commissioned Business Consultancy Services (BCS) to undertake an evaluation of the current targeted approach of the Affordable Warmth Scheme and to examine and consider the appropriateness of the current funding model. Councils will participate in that study and the outcome of the BCS report will inform a new SLA for 2022/23 onwards.

3.2. The purpose of this Service Level Agreement (SLA) is to set out the interim arrangement between the Department and Councils pending the BCS report and further consideration of the way forward in the development of a future SLA. It sets out the relationship between Councils and DfC, the duties and responsibilities on each and the outworkings of delivering the Affordable Warmth Scheme.

3.3. This interim agreement takes effect from 1 April 2021 and remains in force unless terminated by:

- The end date of the agreement: 31 March 2022
- Either party, on the expiry of 3 months' notice in writing.
- The agreement of both parties.

3.4. Any party may also terminate the Agreement without notice, for any of the following reasons:

- any breach by the other of its obligations under this Agreement; and
- 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.

3.5. The agreement may be amended at any time with the consent of both parties. Agreed amendments will be incorporated into the agreement and recorded at ***Annex B***

3.6. This interim agreement will be reviewed following receipt and consideration of the BCS report with the aim of Councils and the Department agreeing a new Service Level Agreement for the 2022/2023 financial year by 31 January 2022.

4. Role and Responsibilities

4.1. Department for Communities

4.1.1. The Department for Communities has a responsibility to ensure that the Affordable Warmth Scheme meets its aims and objectives and is delivered in partnership with local Councils and NIHE.

4.1.2. The Department undertakes to:

- bid for funding to enable Councils and NIHE to administer the Scheme. Funding to Councils will be provided through NIHE which will transfer agreed funds to each local council on a quarterly basis.
- set a target for referrals which local councils will deliver to the NIHE annually and monthly;

- where targets are required to be changed due to budgetary or scheme performance reasons give 2 months' notice of an increase or decrease of targets.
- provide each local council with data detailing the households to be targeted where appropriate;
- provide reporting templates for local councils monthly progress reports.
- continually monitor and evaluate the scheme through reporting arrangements with the NIHE and local councils;
- provide advice to the NIHE regarding the policy of the scheme as required;
- consider changes that will improve process or impact as the scheme develops;
- carry out an interim evaluation of the Scheme prior to March 2022 and a final evaluation post 31 March 2024.

4.2. Local Councils

4.2.1. Local Councils are responsible for targeting households who are most in need, determining eligibility for the Scheme and submitting regular referrals to the NIHE. Each local council has been provided with details of households considered to potentially meet the conditions of the scheme.

4.2.2. Each local council undertakes to:

- with the consent of the targeted householder, conduct a survey to collate and verify financial information to confirm eligibility for the scheme;
- contribute to the objectives and performance indicators (paras 2.3 and 2.4 refer) by maintaining a steady rate of 30 +/- 3 completed first time surveys to their local NIHE Grant Office monthly (equates to approximately 360 per Council annually). Additional referrals will not be accepted without prior agreement with the Department and NIHE:
- pending the outcome of the BCS study (Para 3 refers) and consideration of the way forward in relation to the targeted approach Councils should endeavour to ensure that the number of self-referrals do not exceed 20%. Councils must keep records that will allow an analysis of the origin of self-referrals to be carried out, as and when required.

- apply appropriate discretion regarding accepting self-referrals (*currently referrals which are not from the 'targeted list'*). Local councils must bear in mind that Affordable Warmth is primarily a targeted scheme.
- advise the Department within one month if referral targets cannot be met along with a plan for resolution.
- where the number of referrals may need to be adjusted in year due to budget change or scheme performance, endeavour to meet the new targets in order to maximise the number of households being supported. Where this is not possible the Council must inform the Department. .
- 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;
- where local council officials have completed the survey and referred that survey to the NIHE, direct any query regarding the application to the NIHE to resolve.
- 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 (3 meetings per year) 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 (***Make the Call¹***) for the purposes of conducting a Benefit Entitlement Check with them.

¹ Link for contact information and general information to Make the Call [Make the Call Service | nidirect](#)

- carry out additional duties such as handholding of householders and qualitative case studies of homes which have received assistance through the Scheme.

4.3. Northern Ireland Housing Executive

4.3.1. 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

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

6. Monitoring & Reporting

6.1. Each local council will provide the Department, with monthly progress reports (template at **Annex C**) regarding the number of:

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

6.2. Local councils will advise the Department of any Internal Audit of the Affordable Warmth Scheme in their Council area, share any Audit recommendations concerning Affordable Warmth and consider those which relate to improving the management of the scheme. This will be done in consultation with DfC.

7. Accountability

7.1. 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

8.1. 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. Confidentiality and Data

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

Department for Communities
25 06 2021

FORMAL COMMITMENT

Signed
On behalf of the Department for Communities

Dated

Signed
On behalf of Mid Ulster District 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

RECORD OF AGREED CHANGES TO THE INTERIM SLA

Summary of Change made	Reference Paragraph	Date change agreed	Version updated by

COPY OF MONTHLY RETURNS TEMPLATE



AWS Mid Ulster
Council Return Templ

DATA PROCESSING AGREEMENT – MID ULSTER DISTRICT COUNCIL

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. Councils 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. Where documents cannot be submitted electronically, hardcopies can be accepted if necessary.
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. The originals will be returned to the applicant in such a way to protect the data in accordance with Council policy.
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. To ensure Information Security Standards Councils will work to the principles of ISO27001.
4. The personal data, including application forms and supporting documents, 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.
5. When necessary paper application forms and supporting documentation are hand delivered to NIHE grants office and signed in by case officers.
6. 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.