

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Social Care and Social Work Improvement Scotland  
(the Care Inspectorate)**

**AND**

**TEC Services Association (TSA)**

Commencing 18 March 2019

For a period of three years

This Memorandum of Understanding (MoU) is made between:-

- (1) **Social Care and Social Work Improvement Scotland (the Care Inspectorate)** established by section 44(1) of the Public Services Reform (Scotland) Act 2010 (the 2010 Act);
- (2) **TEC Services Association (TSA)** the representative body for technology enabled care (TEC). It is a not-for-profit membership based organisation; and
- (3) **TEC Quality Ltd** - the TEC sector quality auditing and certification organisation who administer the Quality Standards Framework (QSF)

## **1.0 Background and Purpose**

- 1.1** The Care Inspectorate is committed to continuous improvement in Scotland's social care and social work services and TSA is committed to the improvement of services providing telecare or telehealthcare
- 1.2** The purposes of this MoU are to: -
  - promote a common understanding of the role and functions of each organisation and their objectives and working procedures; and
  - set out an agreed procedure for the passing of appropriate and relevant information between the Care Inspectorate and TSA
- 1.3** This MoU does not affect existing statutory functions or amend any other policies or agreements relating to the activities of the Care Inspectorate and TSA. In particular it does not affect the legal duties incumbent on the Care Inspectorate under the 2010 Act to inspect social care services according to a plan approved by Scottish Ministers.
- 1.4** This MoU is not a contract and is not legally enforceable. However, the Care Inspectorate and TSA agree to adhere to its principles and show proper regard for each other's activities, all so far as is consistent with ensuring compliance with their respective activities.

## **2.0 The Parties to this MoU**

## **2.1 The Care Inspectorate**

The Care Inspectorate is a non-departmental public body. It was established under section 44(1) of the 2010 Act as an independent organisation responsible for the scrutiny and improvement of social care, social work and child protection services in Scotland. It is accountable to Scottish Government Ministers and both its Board and Senior Management Group set out its strategic direction. The Care Inspectorate has a general duty of furthering improvement in the quality of social services. It has a number of duties and powers specified in the 2010 Act and regulations made thereunder.

## **2.2 TEC Services Association**

TEC Services Association (TSA) is the representative body for technology enabled care (TEC). It is a not-for-profit membership based organisation. In addition to membership services TSA campaign in behalf of the sector, provide consultancy and training services and have developed a set of quality standards modules called the Quality Standards Framework.

Membership includes organisations from Local Authorities, Registered Social Landlords, Health, private sector service providers, commissioners, private sector technology suppliers, telecoms and infrastructure providers.

Members support the majority of the 1.7 million service users who benefit from Technology Enabled Care in the UK.

### **2.2.1 TEC Quality**

The TSA-developed Quality Standards Framework (QSF) is a stamp of quality and safety for technology enabled care services. The QSF audit and certification process, whilst developed and owned by the TSA is independent of general TSA membership activities and is managed by a separate organisation, TEC Quality Ltd, who run the scheme and work to develop the standards both in the UK and internationally. TEC Quality is UKAS accredited and is governed by an independent board and impartiality committee, Technical Advisory and Service Advisory Groups.

Both the TSA and TEC Quality promote and support the TEC industry, highlighting the benefits of telecare and telehealth for commissioners across health and social care, service users, their family and carers.

### **3.0 Information Sharing**

- 3.1** Information exchanged by both parties under the terms of this MoU is not a disclosure under the Freedom of Information (Scotland) Act 2002.
- 3.2** The Care Inspectorate and TSA will not disclose information received under the terms of this MoU to any other person or body without the consent of the disclosing party. If however, the request is made under the Freedom of Information (Scotland) Act 2002 we will make a decision based on its legislative requirements and consult with the disclosing party before releasing.
- 3.3** Both the Care Inspectorate and TSA will ensure that any disclosure of information under the terms of this MoU is carried out in a manner that is efficient, proportionate and fully compliant with the law including the Data Protection Act 2018, the Freedom of Information (Scotland) Act 2002, the Human Rights Act 1998 and the common law duty of confidentiality.

### **4.0 Matters for Collaboration**

- 4.1** Where, in the course of their auditing activities, TEC Quality staff encounter social care services which may by law require to be registered with the Care Inspectorate but are not so registered, TSA will advise the Care Inspectorate accordingly. The Care Inspectorate shall then take such action in relation to that information as it sees fit.
- 4.2** Where, in the course of their auditing activities, TEC Quality staff encounter service users who they believe may be at risk, TSA will follow applicable escalation and reporting procedures, notifying the Care Inspectorate of the issue.
- 4.3** If TSA or TEC Quality encounters social care services which it believes may not be making proper provision for the health, welfare or safety of service users, it can then advise the Care Inspectorate. The Care Inspectorate shall then take such action in relation to that information as it sees fit.
- 4.4** If TSA or TEC Quality identifies a potential gap, omission or overlap in the regulatory regime for social care and social work services in Scotland which is within the remit of the Care Inspectorate, the Care Inspectorate may provide such general information (for example any available relevant statistics relating to registered social care services) about the identified matter as TSA may reasonably request. However,

if the matter is not within the remit of the Care Inspectorate, TSA shall take the matter up directly with the relevant government department or public authority. The extent to which the Care Inspectorate shall become involved in any such matter beyond the provision of information, shall be determined by it at its sole discretion in each case, taking into account its statutory powers and duties.

**4.5** If requested, the Care inspectorate may provide general (but not service specific) information to TSA in relation to:-

- which types of social care service require to be registered with the Care Inspectorate; and
- how the Care Inspectorate regulates social care services.

This information may include, but is not restricted to, Care Inspectorate inspection methodology, its registration and variation processes and complaint handling procedures.

**4.6** The Care Inspectorate shall signpost care service providers to good practice use of Technology Enabled Care, the TEC Quality QSF standards and other comparable standards.

**4.7** TSA, along with other similar organisations, can provide, where appropriate, Technology Enabled Care awareness learning and development for Care Inspectorate staff.

**4.8** The Care Inspectorate intend to explore with TEC Quality, a range of options for signposting care service providers to the QSF and other comparable standards as part of the assurance and quality improvement arrangements for the delivery of technology enabled care and support..

## **5.0 Points of Contact**

**5.1** The point of contact for the Care Inspectorate for the purpose of this MoU shall be the Executive Director of Strategy and Improvement.

**5.2** The point of contact for TSA for the purpose of this MoU shall be its Chief Executive.

**5.3** The points of contact will ensure that any general information either the Care Inspectorate or TSA considers will impact directly on the other

should be brought to the attention of the other and disseminated appropriately within both organisations.

**5.4** The relevant points of contact will also be available to provide general advice about each other's organisation and procedures.

**5.5** The parties shall aim to meet twice yearly in order to further share information.

## **6.0 General**

**6.1** Whilst it is intended that the arrangements in this MoU should apply generally, it is recognised that some circumstances will require special handling. Nothing in this MoU prevents the making of arrangements to meet specific exceptional needs.

**6.2** Any disagreement arising from the interpretation of this MoU will be referred to the Executive Director of Strategy and Improvement of the Care Inspectorate and the Chief Executive of TSA, who will endeavour to resolve it within the spirit implicit in the co-operation arrangements. The MoU will be amended if necessary to reflect the agreed outcome of the referral.

**6.3** The MoU will be reviewed every three years.

## **7.0 Signatures**

For and on behalf of the Care Inspectorate

Signature.....

Designation.....

Date.....

For and on behalf of TSA

Signature



Designation

*Chief Executive*

Date

*1 April 2019*

