

DATED

Date

MEMORANDUM OF UNDERSTANDING

between

Cambridgeshire County Council

and

CME Name

**ADULT SOCIAL CARE COMMISSIONING – TRUSTED PROVIDER LIST
FOR CARE MICRO ENTERPRISES**

CONTENTS

CLAUSE

1.	Background	2
2.	Key Objectives for the Project	3
3.	Project governance	4
4.	Awarding Contracts	5
5.	Escalation.....	6
6.	Term and termination	6
7.	The Parties' rights and duties reserved.....	7
8.	Equalities	7
9.	Data protection	7
10.	Freedom of Information Act 2000 (hereinafter the FOIA).....	8
11.	Records.....	8
12.	Variation	8
13.	Charges and liabilities	8
14.	Status.....	9
15.	Governing law and jurisdiction	9

ANNEX

ANNEX A	The Project.....	11
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This agreement is dated

Date

Parties

- (1) **Cambridgeshire County Council** of New Shire Hall, Emery Crescent, Enterprise Campus, Alconbury Weald, Huntingdon, PE28 4YE (**CCC**)
- (2) **CME name** with UTR no or Company no and whose registered address is cme office address (**Provider**)

1. Background

- 1.1 CCC is developing new pathways to provide place-based social care support to people identified following a Care Needs Assessment. This new initiative with Care Micro Enterprises (CMEs) is seeking to enhance and improve services and widen choice. CCC and CMEs have agreed to support and develop the new CME pathway to be launched in May 2025 with a view to embedding a new dynamic and responsive social care provision model with localised and timely social care resources in a home-based setting as set out at Annex A (the Project).
- 1.2 The Procurement Act 2023 has introduced a "User Choice Exemption". This allows the CCC to directly award a care package where people have chosen their preferred provider from a "Trusted Provider List" (TPL). This exemption offers a new and exciting innovation as an alternative to a traditional Framework Agreement as well as a novel approach for the CCC to utilise CMEs for arranged care provision.
- 1.3 CCC intends to establish and use a TPL to commission certain social care services in a home setting from the Provider and other CMEs under a commissioning contract (**Contract**) which shall be on the terms and conditions required by the Council.
- 1.4 The Parties wish to record the basis on which they will collaborate with each other on the Project and on which the Provider will be admitted to the TPL for the provision of social care in a home-based setting.
- 1.5 This Memorandum of Understanding (**MoU**) sets out:

- a) the key objectives of the TPL;
- b) the principles of collaboration;
- c) the governance structures the Parties will put in place; and
- d) the respective roles and responsibilities the Parties will have during the Project.

2. Key Objectives for the Project

- 2.1 CCC will establish a Cambridgeshire Care Micro-Enterprise Programme (CCMEP) TPL for CMEs to provide social care to people in a home-based setting.
- 2.2 To be admitted to the CCMEP TPL and to remain upon it the Provider accepts and agrees to perform and adhere to all the requirements and obligations set out in the terms of engagement at Annex A to this MoU.
- 2.3 The Parties acknowledge and agree that the charging rate payable for services under any Contract for the year 1st April 2025 to 31st March 2026 shall not exceed £21 per hour.

2.4 Principles of collaboration

The Parties agree to adopt the following principles when carrying out the Project (**Principles**):

- a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required.
- b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- e) adopt a positive outlook. Behave in a positive, proactive manner;

- f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including public procurement rules, data protection and freedom of information legislation.
- g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- h) manage stakeholders effectively;
- i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

3. Project governance

3.1 Overview

The CCC Home Care Delivery Board provides a structure for the development and delivery of the Project, but most contact between CCC and Provider will be via the regular catch ups facilitated by CME Development Officers, with occasional communications, as necessary, from CCC Adult Finance Team or CCC Contracts Team.

3.2 Guiding principles

The following guiding principles are agreed. The Project's governance will:

- a) provide strategic oversight and direction;
- b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- c) align decision-making authority with the criticality of the decisions required;
- d) be aligned with Project scope (and may therefore require changes over time);
- e) leverage existing organisational, group and user interfaces;
- f) provide coherent, timely and efficient decision-making; and
- g) correspond with the key features of the Project governance arrangements set out in this MoU.

3.3 Project Board (Home Care Delivery Board)

- a) The Project Board will provide strategic management at Project and workstream level. It will provide assurance to CCC that the Key Objectives are being met and that the Project is performing within the boundaries set by CCC.
- b) The Project Board consists of representatives from CCC's Commissioning, Operations, Contracts and Programme Management Teams. The Project Board shall have responsibility for the oversight of Contracts commissioned as part of the Project, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board.
- c) CME Development Officers will continue to interact on at least a quarterly basis with Providers, who are not required to attend Project Board.

3.4 Reporting

Project reporting shall be undertaken at two levels:

- a) **Operational:** CME Development Officers will contact CMEs quarterly to request data on Key Performance Indicators (KPIs) and for a discussion on any risks or issues.
- b) **Organisational:** the Project Board members shall assess KPIs and prepare reports for different internal audiences according to existing Cambridgeshire Care Micro-Enterprise Programme project board terms of reference.

4. Awarding Contracts

- 4.1 Where CCC considers that services to a person may be provided using a Provider from the CCMEP TPL, CCC's Brokerage team will submit a request for the services required (a Services Request) to those CMEs on the CCMEP TPL who have indicated they can cover the specific area the person lives in and have the necessary credentials to provide the service.
- 4.2 Providers on the CCMEP TPL must respond to such Service Request within 8 hours (3 hours for an urgent request) stating whether they are able to provide the services.
- 4.3 CCC's Brokerage Team will send the details of those providers who have indicated that they are able to provide the services to the person.

- 4.4 The person will choose the provider which they wish to be commissioned by CCC to provide the services.
- 4.5 The provider chosen by the person will enter a Contract with CCC to provide the services set out in the Service Request.

5. Escalation

- 5.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that Party shall notify the other Party and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Board within twenty (20) days, the matter may be escalated to the Head of Contracts and Brokerage for CCC.
- 5.2 If either Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a Provider or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives).

6. Term and termination

- 6.1 This MoU shall commence on the date of signature by both Parties and shall continue until terminated in accordance with this MoU.
- 6.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.
- 6.3 The Council may terminate this MoU by giving notice in writing with immediate effect (or such other period as Council may

determine) if the Council terminates any Contract with the Provider in accordance with clause 37 of such Contract.

- 6.4 The Council may terminate this MoU by giving notice in writing with immediate effect (or such other period as Council may determine) if the Council considers that the Provider has failed to comply with the CCMEP TPL terms of engagement set out at Annex A (as may be amended from time to time).
- 6.5 At the date of termination of this MoU the Provider's admittance to the CCMEP TPL shall terminate.

7. The Parties' rights and duties reserved

- 7.1 All the rights and duties which any party has are expressly reserved and no other party shall take any action on behalf of another party in the performance of its duties without the express written consent of that party first being obtained.

8. Equalities

- 8.1 The Parties shall not unlawfully discriminate either directly or indirectly against protected groups, namely those people with the protected characteristics as set out in the Equality Act 2010, namely: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 8.2 The Parties shall take all reasonable steps to secure the observance of clause 8.1 by all servants, employees or agents and all providers and sub-contractors employed in the execution of the MoU.
- 8.3 The Parties shall also take all reasonable steps to ensure compliance with the Equality Act 2010 by all servants, employees or agents and all providers and sub-contractors employed in the execution of the MoU.

9. Data protection

- 9.1 The Parties acknowledge that they are obliged to act in compliance with the Data Protection Act 2018.

10. Freedom of Information Act 2000 (hereinafter the FOIA)

- 10.1 The Provider acknowledge that CCC is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and co-operate with CCC to enable CCC to comply with these information disclosure requirements.
- 10.2 Notwithstanding clause 10.1 above, the Parties acknowledge that they may disclose information if the law permits, or a party has a duty to do so. Information received which is not subject to a duty of confidentiality within the meaning of Section 41 under the FOIA will be handled in accordance with the Code of Practice under Section 45 of the FOIA having due regard for the data protection principles in the Data Protection Act 2018 in respect of personal data.

11. Records

- 11.1 The Parties shall keep and maintain until six (6) years after the MoU has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the MoU, all expenditure reimbursed by each party, and all payments made by each party. Each party shall on request afford the other party and or its representatives such access to those records as may be required by them in connection with the MoU.

12. Variation

This MoU, including the Annexes, may only be varied by written agreement of the Parties.

13. Charges and liabilities

- 13.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 13.2 Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

14. Status

- 14.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.
- 14.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either party as the agent of the other party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other party.

15. Governing law and jurisdiction

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in **Error! Bookmark not defined.Error! Reference source not found.**, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of

Cambridgeshire County Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of

CME name

Signature: **Signature**

Name **Name**

Position: **Job Role**

Date: **date**

CONTACT POINTS

Cambridgeshire County Council

Name: Contracts Team

Office address: New Shire Hall, Emery Crescent,
Enterprise Campus, Alconbury Weald, Huntingdon, PE28 4YE

Tel No: 01223 706100

E-mail Address: cmpr@cambridgeshire.gov.uk

CME name

Name: **Name**
Office Address: **Address**

Tel No: **Phone**
E-mail Address: **Email**

ANNEX A The Project

Project Overview

The Cambridgeshire Care Micro-Enterprise Programme Terms of Engagement

This document sets out the quality standards expected of a Community Micro-provider to join and be a member of the Cambridgeshire Care Micro-Enterprise Programme (CCMEP) and the Cambridgeshire Community Connect Micro-Provider Directory. All members of the programme are responsible for ensuring that their conduct does not fall below the standards set out in this document and that they safeguard the wellbeing of people receiving care.

Please note that Cambridgeshire County Council cannot recommend any organisations and are not responsible for how the organisations deliver their service. The CCMEP reserves the right to refuse an application or remove a provider, in line with the CCMEP Quality Assurance Process.

1: Definitions

A Micro-provider will be expected to run a small business, enterprise, venture or group that:

- Is totally independent of any larger or umbrella organisation.
- Has fewer than 10 (full time equivalent) employees, zero hours workers and or volunteers. This equates to a maximum of 375 hours availability each week.
- Offers services or a range of support that help people improve their health or wellbeing, and/or are defined as 'social care'.
- Has an office based in Cambridgeshire

2: Terms of Engagement

To join the Cambridgeshire Care Micro-Enterprise Programme each provider has made the following commitments:

2.1: The services and support offered by my enterprise or group:

- Are designed to meet people's needs and requirements
- Value the person or people I support
- Are flexible and responsive to change
- Promote people's independence and choice
- Promote diversity and equality of opportunity

2.2: I am committed to:

- Ensuring that my enterprise and its activity is compliant with all legislative and regulatory requirements
- Communicating with the person receiving care and representatives of Cambridgeshire County Council in a prompt and timely manner
- Undertake activities to which I am qualified, experienced and competent.
- Continually improving the quality of the services and supports that my enterprise offers
- Charging a fair price for my services (see 4: Pricing)
- Offering people who use my services a clear cost breakdown.
- Ensuring that my service is safe and follows safeguarding principles.
- Being open, honest and trustworthy, respecting confidential information.
- Honouring commitments, agreements and arrangements to provide services and, where it is not possible to do so, explaining why.

2.3: My enterprise is well run and sustainable. I confirm that I:

- Have a Disclosure and Barring Check (DBS) that is no more than 2 years old, for myself, any workers and/or volunteers.
- Have checked that all DBS held by me or my staff list my company, NACAS or CQC as the Employer. I recognise that DBS listing previous employers will be treated by the CQC and CCMEP as invalid for compliance purposes.
- Have current Public Liability insurance with a minimum value of four million pounds and other insurance that covers all relevant aspects of the service my enterprise offers
- Have current guidelines on risk management, safety and safeguarding that covers all relevant aspects of the service my enterprise offers
- Have a current Complaints Procedure
- Will inform all people receiving care that they can refer complaints directly to the Cambridgeshire Care Micro Enterprise Development Team, should they feel that they cannot resolve the issue directly with the business.
- Have clear, up to date procedures for assessing and meeting the needs of the people who use my service
- Have written contracts with all the people who use my services and/or their representatives

- Fully understand the boundaries of Care Regulation (CQC) and always operate my service within these boundaries
- Have never been subject to disciplinary or other action (such as termination of a contract) because of my poor practice within a care or related role.
- I am committed to ensuring that my services are safe and follow Cambridgeshire Safeguarding Policy [Cambridgeshire and Peterborough Safeguarding Adults Policies, Procedures and Practice Guidance | Cambridgeshire and Peterborough Safeguarding Partnership Board \(safeguardingcambspeterborough.org.uk\)](#)

2.3: Unacceptable conduct, which may result in a Micro-enterprise membership being rescinded from the CCMEP could include:

2.3.1: Putting anyone at risk of harm:

- Abusing, neglecting or harming a person receiving care or their representative
- Discriminating unlawfully or unjustifiably against a person receiving care or their representative
- Abusing the trust of a person receiving care or their representative or abuse the access to personal information about them.

2.3.2: Breaching confidentiality:

- Discussing information relating to people receiving care or their representative with others (through any means of communication, including posting comments on social media, e.g. Facebook or Twitter)
- Having unauthorised access to or knowledge of customers PIN numbers, bank and credit cards or internet passwords

2.3.3: Forming inappropriate relationships:

- Provide services to people who lack capacity or do not have someone to legally advocate on their behalf.
- Forming inappropriate personal relationships with a person receiving care or their representative
- Accepting gifts, money or assets (other than wages) from a person receiving care or their representative
- Agreeing to look after valuable items belonging to a person receiving care or their representative

- Accepting loans from a person receiving care or their representative

2.3.4: Inappropriate or unprofessional behaviour:

- Bringing children or dependents to the place of work
- Smoking whilst working (including e-cigarettes and vaping)
- Consuming alcohol before or during working hours, even if duties require accompaniment to licensed premises (restaurant, bar, etc.)
- Using any illegal substances or engaging in illegal behaviours
- Using any personal items belonging to a person receiving care that are not required to carry out duties
- Using any inappropriate behaviour at work, including abusive and foul language
- Failing to provide a clear cost breakdown of services
- Poaching or solicitation of person receiving care from previous employers
- Failing to regularly invoice, communicate clearly with person receiving care and keep accurate and up to date records

2.3.5: Legal & Regulatory Breaches (applicable for unregulated sole traders)

- Co-ordinating the work of other micro-providers
- Creating rotas of care with other micro-providers
- Subcontracting to other Micro-providers
- Making decisions on behalf of the person receiving care or their legal representative

*If Micro-providers are unregulated (not CQC registered) all care should be led, controlled, directed and co-ordinated by the person receiving care or their legal representative

The CCMEP fully aligns itself with the standards set out in the *“Code of Conduct for Healthcare, Support Workers and Adult Social Care Workers in England”*.

4: Fair Pricing

All members of the Cambridgeshire Care Micro-Enterprise Programme (CCMEP) need to ensure they offer a clear, fair, consistent and transparent price for their services. Rates must be based on local market conditions and reflect the nature and level of service provided.

An indication of pricing charged by our existing CMEs:

- Holistic wraparound home help £15–20*
- Personal Care £19-21*

*There may be instances where providers may offer specialist services for complex cases that can command a higher rate. Providers found to be charging an excessive rate may be removed from the programme and associated online and paper directories.

Unfair practices such as double charging e.g. supporting two or more people at the same time and charging them both a full hourly rate is unacceptable and in breach of the CCMEP Terms of Engagement. CCMEP members must also ensure they understand and uphold competition and consumer protection laws that apply to all trading businesses. Practices such as working together to fix prices or carve up markets or discriminating against customers by charging different prices for the same service are illegal and breach the CCMEP Terms of Engagement.

5: Data Capture: Reporting & Feedback Loop

To demonstrate added value and the efficacy of the Care Micro Enterprise programme, the Care Micro Enterprise Team are required to collate data on the amount of people receiving care being supported by the programme. The project is funded by Cambridgeshire County Council, and we are therefore required to submit termly reports to demonstrate the positive impact CMEs are having by providing care and support within the community. To enable us to do this we would greatly appreciate the support and cooperation of micro providers so that we can fulfil this obligation and showcase the benefit to the people of Cambridgeshire.

By agreeing to the terms and conditions within this document, you acknowledge that you are happy to provide a minimum of quarterly data on the following metrics:

- Hours of delivery per week on average (support provided to people receiving care in Cambridgeshire)
- Total capacity hours of delivery (the maximum number of hours delivery hours you have available)
- Total number of people receiving care being supported
- Number of self-funding service people receiving care supported
- Number of people receiving personal care (if being provided)
- Number of people receiving care receiving holistic home support
- Age ranges of people receiving care

*Please note that the council will not request personal or confidential information relating to people receiving care. We will only be collating generic data such as the examples provided above.

Data must be received by NO LATER THAN

- 5th July for work carried out between the 1st of April and the 30th June (Quarter 1)
- 5th October for work carried out between the 1st of July and the 30th September (Quarter 2)
- 5th January for work carried out between the 1st of October and the 30th December (Quarter 3)
- 5th April for work carried out between the 1st of January and the 30th March (Quarter 4)

Failure to provide the requested data in a timely manner may lead to removal from the CME Directory.

6: Employment Status (for sole trader Micro-providers)

Being self-employed is not a matter of choice but is determined by the particular terms and conditions under which a Micro-provider operates. It is not always easy to determine employment status and it is advised that Micro-providers present any potential customer with proof of self-employment. To do this use the Employment Status Indicator tool available here: [Check employment status for tax - GOV.UK \(www.gov.uk\)](https://www.gov.uk/check-employment-status-for-tax)

7: Micro-provider's and Regulation

Should a Micro-provider be found to be operating an unregulated care service that should be regulated, and they are not exempt, they will be immediately removed from the CCMEP and reported to the Care Quality Commission.

For further information on the scope of registration regarding regulated activities please see: [Scope of registration: Regulated activities - Care Quality Commission \(cqc.org.uk\)](https://www.cqc.org.uk/guidance/what-regulation-care)

You may also find the following glossary of terms (including what is defined under personal care) useful: [Scope of registration: Glossary of terms - Care Quality Commission \(cqc.org.uk\)](https://www.cqc.org.uk/guidance/what-regulation-care)

For clarification on what constitutes an 'ongoing role' including introductory agencies and individual care workers please see: [Personal care: ongoing role, introductory agencies and individual care workers - Care Quality Commission \(cqc.org.uk\)](https://www.cqc.org.uk/guidance/what-regulation-care)

For more information on Regulation please contact the CQC on 03000 61 61 61 or visit: [What is registration? - Care Quality Commission \(cqc.org.uk\)](https://www.cqc.org.uk/guidance/what-regulation-care)

8: Micro-providers and Medication

Care Micro-providers can assist with medicines under the direction of the person receiving care or their legal representative providing they:

- Put this request in writing.
- Inform the GP and check whether any specialist training is needed to deliver the medication.
- Set down in writing exactly what they are asking a Micro-provider to do and sign that request to allow consent (e.g. take inhaler from fridge at 12 noon and assist in using the inhaler by pressing down the button while the person breathes in). This should be attached to the Service Agreement.

If a person or their legal representative, ask a Micro-provider to administer invasive medication e.g. an insulin injection; Valium suppository: Micro-providers should follow the general guidance outlined above, and in addition, and even if a Micro-provider has been trained to administer invasive medication, they can only administer this medication under the supervision of a community health professional. This means that a community health professional has trained a Micro-provider in the use of this particular medication and is responsible for checking the correct administration.

For further information please see: Delegation of healthcare tasks to personal assistants within personal health budgets [Personal health budgets: Delegation of healthcare tasks to personal assistants \(england.nhs.uk\)](#) and [Delegating healthcare tasks to your PA - QA \(skillsforcare.org.uk\)](#)

See also: Integrated Personal Commissioning [NHS England » Integrated Personal Commissioning operating model](#).

You should talk to your insurance adviser about whether you will need extra cover because you are assisting with medication.

For further information please see: Managing medicines for adults receiving social care in the community NICE guideline [NG67]

9: Mobility aids and equipment

Micro-providers must have formal training to use mobility aids and equipment. This training can be provided by the person themselves and/or their family and you must have a record of the training provided, signed by the person delivering the training. Micro-providers should check their insurance to make sure you are covered if there is an accident to a person receiving care when using the mobility aid.