

Contracting for Services – Guidance for Care Managers and Brokers

4. Day Care

N.B. This guidance should be read in conjunction with Section 1. Overview.

4.1 Purchasing Arrangements

The majority of day care placements with independent sector providers are made under pre-placement agreements, i.e. “spot” purchasing arrangements, although there are also some block contracts in place.

There is currently no requirement for day care providers to be Registered under the Care Standards Act 2000.

4.2 The Pre-Placement Agreement or Block Contract

The contract template used for day care services under spot purchase arrangements is the **Day Services Spot Purchasing Agreement (Adults)**.

When the Procurement & Contracts Team are made aware that a care manager/broker wishes to make a placement in day centre with which DCC does not already have a contract, or is notified of a change of ownership of a day centre, they will send out a PPA, together with a return form which the provider signs and returns to confirm that they agree to DCC’s terms and conditions of contract.

The contract template used for day care services under block purchase arrangements is the **Day Services Block Purchasing Agreement (Adults)**.

Before making a placement in a day care service, the care manager/broker must ensure there is a PPA in place with the provider. Where this is not the case the Procurement and Contracts Team must be provided with the details of the provider, in order that a PPA and return form can be sent to the provider.

4.3 The FACE Care Plan

For each individual service user placed in a day centre, a FACE Care Plan must be commenced by the care manager and completed by the broker.

The period of the contract should be worded “until further notice”, except where the daycare provision is time limited with a definite end date which should be entered.

The FACE Care Plan should be completed on a net payment basis with the daily service user contribution (which will be for the fixed cost of a meal and transport to and from the day centre where provided in line with the charging policy) being collected by the service provider.

Each FACE Care Plan for Day Services must include the following wording:

“Where this FACE Care Plan form is sent to the named Service Provider for the purpose of Commissioning a service, the Service shall be delivered by the Service Provider in accordance with the conditions of the Day Services Block or Spot Purchasing Agreement and the terms are deemed to be incorporated in this FACE Care Plan”.

The FACE Care Plan does not need signatures. Authorisation to spend is in line with the scheme of delegation for the ACS Directorate and is achieved electronically.

Where there are changes to the assessed needs of a service user which result in a new care plan being written, or there is an agreed change to the contract price, a new FACE Care Plan must be completed. A cessation letter from the broker is necessary for temporary cessation of care or to record permanent cessation of service.

The broker passes the FACE Care Plan to the broker support clerk, who distributes copies of the form as follows:

- Service Provider
- Service User or their representative
- CareFirst system authorisation, then forward to office for placing on service user’s file

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4.4 Price

In the case of block contracts the unit price will have been agreed between the commissioning manager and the service provider and will be shown in the contract. This is the figure which should appear on the FACE Care Plan.

In the case of spot contracts the unit price will be negotiated on a case-by-case basis by the care manager/broker.

4.5 Selecting the Day Care Provider

Factors which the care manager may consider when selecting a day care provider are as follows:

- Whether there are vacancies in a day centre with which DCC has a block contract;
- The provider's ability to meet the assessed needs of the service user;
- Price;
- Geographical location;
- Any specialist requirements in which the provider has an expertise;
- Transport availability

When considering the need for education and work training schemes it is important to establish that these services are not available via another agency free of charge to Devon County Council and the service user.

Where outdoor activities are included in the service being purchased, it is important to ensure that the service provider is aware of the Devon County Council Guidance on Safety in Outdoor Education.

Service users do not have the right to select their day care provider, unless they apply for, and are assessed as eligible to receive, a Direct Payment.

4.6 Terminating an Individual Contract

The contract requires that both Devon County Council and the day care provider give at least two days notice if they wish to terminate an individual contract (except during the first five days of a placement when the notice period is one day). Notice must be given in writing.

In certain circumstances (such as violent or disruptive behaviour by the service user) the individual contract may be ended by giving one day's notice.

Procurement & Contracts Team 7/07