Appendix 1

Fee Challenge Template Letter – Local Authority Residential Care Services

This template is provided as a PDF but members can access them by contacting Anthony Collins Solicitors, john.wearing@anthonycollins.com; ramjeet.kandola@anthoncollins.com. The 3 letters cover different circumstances where fee issues arise, namely local authority residential care, local authority supported living and CCG CHC services.

Care England

Template letter to local authorities
Re. Fee rates for residential care services for older people

Introduction

This template is applicable to residential care commissioned by a local authority. The purpose of the template is to challenge inadequate fee arrangements, and other poor commissioning practices, in a range of circumstances. The template is based on the law as at 31st October 2021.

The template is set out in the following sections:

1. Introduction
2. Our contract with you
3. Overarching duties
4. Our costs and fees payable
5. Top up on individual becoming eligible for local authority support
6. Request for further information
7. Exit from the agreement
8. Quality and safety of our services
9. Summary

The letter should be completed by reference to the embedded notes and our Report to Care England of January 2022 to which this template was attached. There are different templates for Supported Living and CHC Funded Services.

Much of this letter relates to the Care Act 2014 and the Statutory Guidance which accompanies it. This letter is therefore only applicable to councils in England. It does not apply to services commissioned by CCGs, nor to local authorities in Wales, Scotland or Northern Ireland. It is designed for services for older people not working age adults.

We recommend that **specific legal advice is sought** by organisations wishing to bring a challenge. In particular, it should be noted that where issues arise from a decision or

policy made by the local authority (which may be susceptible to challenge by way of judicial review) and in the context of a tender (where procurement law remedies may apply) time will be of the essence, with time limits of generally 3 months or 30 days for applying for such relief respectively. These extremely short time limits are strictly enforced and a provider will have to act very quickly to obtain any of the remedies potentially available in such cases.

These extremely short time limits are strictly enforced and a provider will have to act very quickly to obtain any of the remedies potentially available in such cases.

How to edit this letter

The suggested text of the outline letter follows.

Parts of the letter which require you to add or amend text are enclosed in square brackets and shaded green, for example:

[Insert text here]

You should add the required text where appropriate and remove the green shading in your final version.

Throughout this letter we provide guidance on how to select the right information, or to make your case stronger. Guidance notes are shaded in violet and look like this:

> *** Guidance note:** You should delete all of this text before producing the final version of this letter.

To produce the letter we suggest the following steps, in this order:

1. Save this file to your computer network or hard drive;
2. Edit the letter carefully, adding the necessary text and removing optional parts that do not apply;
3. Delete all of the guidance notes, including this page and the Introduction;
4. Copy and paste the letter into your standard letter format;
5. Have the letter proof-read and checked before you send it.

Delete all text from this point and above

*** Guidance note:** This letter should be addressed to the relevant local authority's officer. Your contract with the council will usually state who this person is. Generally, it is the person within the council to whom you should address formal notices about your contract. The person is often the head of the council's contracts department, the director of adult social services, or the authority's solicitor. We suggest that, in the absence of any contractual requirements, you send the letter by first class post and email.

Where you consider the council is acting in a grossly unfair or unsafe manner, you may also wish to copy in the "Monitoring Officer" at the council. This is the individual tasked with ensuring that a local authority complies with its legal obligations and doing so can assist in escalating your concerns. Local authorities should provide contact details for its Monitoring Officer on its website.

[On your headed paper]

[Date]

[Insert name of local authority's officer]
[Insert name and address of council] [add email address]

Dear [Insert name of officer],

Residential care services [at location(s)] [for [named individual]

1. Introduction

*** Guidance note:** Explain here your reason for writing to the council, including details of the issues you face, for example:

- you wish to assert the need to have a significant increase in fees to meet increased costs beyond your control;
- the approach to fees in a new tender cannot deliver care at the required quality, or in compliance with your duties to your staff;
- care needs have changed but there has been no reassessment and no fee increase;
- because an existing contract no longer covers your costs;

- because the council has imposed a freeze or an effective cut in fees by offering inadequate annual uplift(s) in successive years;

- the council has made a proposal which is in breach of your contract, for example when it includes a price review mechanism.

[Insert your opening text here.]

2. Our contract with you

*** Guidance note:** The starting point for any engagement over fees should be a review of the contract you hold with the commissioner, so include any relevant details here. Challenging poor commissioning is most effective when based on contractual rights, as they are more certain and the outcomes are more easily predictable than those arising from public law (judicial review) actions.

See also section 7 below on termination of the contract, which is a useful tactic where the contract contains no helpful provisions, as it gives rise to a new contract (unless the commissioner accepts the termination and moves the person).

Choose one or more of the following examples:

We refer you to our contract with you dated [insert date] and the provisions at [include details of any uplift mechanisms and/or variation provisions, including those which are annual and which are at the council's discretion (see also Our Costs (below)].

The proposal[s] that you have made fails to address or comply with these terms and we consider [it][they] amount[s] to an actionable breach of contract.

We would ask that you reconsider your position in order to take into account the contractual arrangements between us.

3. Overarching duties

As the council will be aware, the Care Act 2014 and Statutory Guidance which came into force on 1 April 2015 introduced a number of new duties on local authorities. We would remind the council in particular of the following:

*** Guidance note:** The Care Act 2014 and associated Statutory Guidance introduced a number of duties and principles into the commissioning arena. The legislative framework provides detailed guidance on how commissioning of services should be undertaken. You may wish to refer to some of the sections of the Statutory Guidance which are relevant to your case and quote them in this section of your letter, as follows. It is not necessary to quote them all – choose the ones most relevant to your argument.

Well-being

The council should be aware that the first section of the Act establishes the "*well-being principle*" – an overarching principle that you **must** take in account when exercising **any of your responsibilities** under the Act.

Well-being is a broad concept comprising:

- personal dignity;
- physical, mental health and emotional wellbeing;
- protection from abuse and neglect;
- control by the individual over day-to-day life;
- participation in work, education, training or recreation;
- social and economic wellbeing;
- domestic, family and personal relationships;
- suitability of living accommodation; and
- the individual's contribution to society.

We consider the council's [failure to pay a reasonable rate for the service][approach to commissioning/tendering the service][fee review history for the past few years] has failed to acknowledge these duties, leaving the vulnerable adults in our care at risk of significant damage to their well-being. The failures also undermine the foundational principles of choice and control which should rest with the individual in the context of what and how services are delivered.

Staff costs

The council will be aware of the fact that our staff costs represent our largest cost and that recruitment and retention remains a huge challenge throughout the care sector. [Our fees must be increased to reflect such costs if the council is to meet its duties under the Care Act.]

The Care Act Statutory Guidance duties include the following references:

Paragraph 4.21

> *"Local authorities **must** facilitate markets that offer a diverse range of high-quality and appropriate services. In doing so, they must have regard to ensuring the continuous improvement of those services and encouraging a workforce which effectively underpins the market. The quality of services provided and the workforce providing them can have a significant effect on the wellbeing of people receiving care and support, and that of carers, and it is important to establish agreed understandable and clear criteria for quality and to ensure they are met."*

Paragraphs 4.28, 4.30 and 4.31

> *"People working in the care sector play a central role in providing high quality services. Local authorities **must** consider how to help foster, enhance and appropriately incentivise this vital workforce to underpin effective, high quality services."*
>
> *"When commissioning services, local authorities should assure themselves and **have evidence** that service providers deliver services through staff remunerated so as to retain an effective workforce. Remuneration **must** be at least sufficient to comply with the national minimum wage legislation for hourly pay or equivalent salary. This will include appropriate remuneration for any time spent travelling between appointments. Guidance on these issues can be found on the HMRC website."*
>
> *"When commissioning services, local authorities should assure themselves and have evidence that contract terms, conditions and fee levels for care and support services are appropriate to provide the delivery of the agreed care packages with agreed quality of care. This should support and promote the wellbeing of people who receive care and support and allow for the service provider ability to meet statutory obligations to pay at least the national minimum wage **and** provide effective training and development of staff. It should also allow retention of staff commensurate with delivering services to the agreed quality and encourage innovation and improvement. Local authorities should have regard to guidance on minimum fee levels necessary to provide this assurance, taking account of the local economic environment. This assurance should understand that reasonable fee levels allow for a reasonable rate of return by independent providers to remain sustainable in the long term."*

Sustainability

The expected increases in demand for care services generally will necessitate continuing investment in our services if they are to remain sustainable and meet the needs of

residents. This requires us to receive an appropriate rate of return on the capital we invest.

The Statutory Guidance helpfully elaborates on the Council's obligation to ensure sustainability; to highlight just a few examples:

Paragraph 4.33

> *"Local authorities **must** work to develop markets for care and support that – whilst recognising that individual providers may exit the market from time to time – ensure the overall provision of services remains healthy in terms of the sufficiency of adequate provision of high quality care and support needed to meet expected needs. This will ensure that there are a range of appropriate and high quality providers and services for people to choose from."*

Paragraph 4.35

> *"Local authorities **must not** undertake any actions which may threaten the sustainability of the market as a whole, that is, the pool of providers able to deliver services of an appropriate quality – for example, by setting fee levels below an amount which is not sustainable for providers in the long-term."*

Paragraph 4.69

> *"Local authorities **must** understand local markets and develop knowledge of current and future needs for care and support services, and, insofar, as they are willing to share and discuss, understand providers' business models and plans."*

Paragraph 4.97

> *"Local authorities should consider the contract arrangements they make with providers to deliver services, including the range of block contracts, framework agreements, spot contracting or 'any qualified provider' approaches, to ensure that the approaches chosen do not have negative impacts on the sustainability, sufficiency, quality, diversity and value for money of the market as a whole – the pool of providers able to deliver services of appropriate quality."*

Paragraph 4.101

> *"Local authorities should ensure that where they arrange services, the assessed needs of a person with eligible care and support needs are translated into effective, appropriate commissioned services that are adequately resourced and meet the wellbeing principle of the Act*."

Paragraph 11 of Annex A

*"In all cases the local authority **must** have regard to the actual cost of good quality care in deciding the personal budget to ensure that the amount is one that reflects local market conditions. This should also reflect other factors such as the person's circumstances and the availability of provision. In addition, the local authority **should not** set arbitrary amounts or ceilings for particular types of accommodation that do not reflect a fair cost of care."*

Quality and breadth of service

Paragraph 4.22

"When considering the quality of services, local authorities should be mindful of the capacity, capability, timeliness, continuity, reliability and flexibility of services delivered to support wellbeing, where appropriate, using the definitions that underpin the CQC's fundamental standards of care as a minimum, and having regard to the ASCOF framework of population outcomes. High quality services should enable people who need care and support, and carers, to meet appropriate personal outcome measures."

Paragraph 4.23

"*Local authorities should also consider other relevant national standards including those that are aspirational, for example, any developed by the National Institute of Health and Care Excellence (NICE)."*

Paragraph 4.24

"Local authorities should encourage a wide range of service provision to ensure that people have a choice of appropriate services; appropriateness is a fundamental part of quality. For example, a working age person should be able to choose care and support tailored for their situation, and not be faced with only a choice of facilities designed for older people, as this is unlikely to be appropriate to their situation, regardless of how high quality the facilities may be in their own contexts. Appropriate services will meet people's needs and reasonable preferences."

*** Guidance note:** Consider including some text of your own, linking the particular issues you face with the council's failures to meet its statutory obligations.

[Insert your comments here]

4. Our costs and the Fees payable

*** Guidance note:** It is important to understand what your actual costs are and what the disparity is between them and the fees being offered. We cannot emphasise strongly enough how worthwhile it is to send the council a detailed analysis of your actual costs and the financial information upon which it is based.

Therefore, where possible include in or with the letter a breakdown of your costs. The more comprehensive and robust this analysis is, the more difficult it is for the commissioner to ignore and hence the more powerful it will be. This approach also lays the foundation for future challenges under public law principles.

[Insert a summary of your costs here or in a separate spreadsheet or other summary. The request made should make reference to the particular principles set out in the Overarching Duties section (above) which the council is breaching.]

[The fees currently being paid for the Services are inadequate and recent fee uplifts have failed to keep up with the increases in our costs reflected in the information [above][attached].

[Our contract with you specifies that the council will consider an increase in the fees each year [from 1st April]. The council is obliged to act fairly when exercising this discretion but it is apparent that it has not done so [on successive occasions in [2020 or 2021]]. This has meant a significant shortfall has developed between the actual costs of providing the service and the fees payable which is no longer sustainable. We consider that the council is obliged to make a decision on the fees it pays us by reference to the actual costs required to meet the principles set out above and that it is failing to do so.]

[The contract we have with you allows us to seek a variation in the contract. Please treat this letter as a request for a variation to the fees payable under the contract with immediate effect. The variation is requested because [the level of services required to meet the needs of the people we support have increased significantly without any change in the fees] [the fees payable have failed to keep pace with the inflationary pressure all care providers are subject to.]

[The increased costs we will have to meet with effect from 1st April [2022] are set out in [above] [the attached], these are considerable and we estimate a fee increase of at least [x%] will be required just to keep pace with inflation, let alone meet the pressures on recruitment and retention which all care providers face.]

[If the council is not prepared to engage in a review of the fees which reflects the costs we are obliged to incur to provide the service it commissions we will be obliged to pursue appropriate remedies which may include court action.]

5.Top up on individual becoming eligible for Local Authority support

The individual concerned has expressed a strong preference to remain in the accommodation we currently offer following the change in financial circumstances which requires that the council now offer financial support to [him][her]. The council is under an obligation to offer a choice of accommodation to the individual and to allow a top up arrangement to be made where that would facilitate the choice. [The family of the individual has indicated that they are willing to make a top up arrangement with the council and we would be grateful for confirmation that the council will facilitae that as soon as possible.]

6. Request for further information

*** Guidance note:** This section is designed to require the council to respond to requests for information which reinforces the fact that their commissioning decisions are under scrutiny. Referring to the Freedom of Information Act 2000 will prevent the Council from ignoring the request and will start a clock ticking on the provision of information - the authority has 20 working days to respond. It is often necessary to consider carefully the exact nature of the questions so as to draw out worthwhile information. The following are examples and specific advice may be required if the answers you require are not forthcoming.

The following request is being made under the Freedom of Information Act 2000. Please provide me with:

1. The method or mechanism which has been adopted by the council to set fee levels for older peoples' residential care services for [period(s)] and the data on which those calculations were based.

2. Details of the consultation exercise the council has undertaken in connection with fee settings for this type of service in the last [3] years.

3. The council's policies on fee setting for care services for older people.

4. Confirmation that the council has taken advantage of the adult social care precept and the percentage/amount of this which has been allocated to services for older people.

*** Guidance note:** Include here any other requests for information or materials relevant to the specific case, for example as above how the authority has come up with its figures and what consultation has taken place to support these.

[Insert further requests under the Freedom of Information Act here]

7. Exit from the agreement

*** Guidance note:** The following section is for use where an arrangement is untenable and you have a right in the contract to exit the arrangement or where you at least want to threaten to terminate the service. You must check your contract with the council before including this section to confirm that termination without cause is permitted and what the relevant notice period is. An alternative form of words is provided where the contract has no notice period or there is no period specified. The wording will need to be adapted if you are only terminating an individual placement.

[We refer to clause [insert number] of our contract with you. Under this we may end the service provided with [insert number] [months'] [weeks] notice. [Unless our requests in relation to fee levels for this service are met we will have no choice but to consider exercising this right.] [Please treat this letter as notice of the termination of the contract which will come to an end on [date].]

[We do not believe there are any current written terms applicable to our contract with you or, if there were, we consider they have expired. We are, therefore, entitled to give you reasonable notice of the termination of the contract. We consider [3 months] notice to be reasonable and the contract for the [services] will, as a result of this notice, come to an end on [date].

*** Guidance note:** the following paragraphs are for use when the council fails to respond where you have advised that you can no longer deliver care safely.

[If our services continue beyond the expiration of the notice period given by virtue of this letter our services will be provided at the full cost to us of providing the service which we estimate to be £ per week. Following termination of the contract we will invoice the council for our services and provide a breakdown of the invoice showing the actual costs incurred in connection with the provision of the service for the remaining time that the council commissions the services from us.]

We are terminating this contract for [set out reasons which may be either for want of a fee review, the fee just being inadequate generally or because you are no longer able to offer the service due to the increased needs of the individual you support etc]. [As we are no longer able to provide this service and it is a matter of the safety and best interest of the individual that they are moved to an appropriate service as soon as possible. We will draw matters to the attention of the local Safeguarding Adults Board should the council not take prompt steps to deal with a move to a more appropriate location in a timely manner. We are of course more than happy to collaborate in that process in line with our own obligations to the individual, but you will appreciate that we have no powers to re-assess their needs nor to commission alternative services.

8. Quality and safety of our services

*** Guidance note:** It may be worth saying something about maintaining quality services and the safety of these for service users. For example:

Ultimately our position on fees is based on the value we place on the quality of the services which we provide to the people we support and our workforce.

The weight to be attached to high quality services is reflected in both the legislative framework and the Care Quality Commission's regulatory regime and is something we are unwilling to jeopardise.

We are not prepared to compromise on the quality of our services or endanger the well-being of the people we support by accepting fee rates which undermine either of these principles. We do not consider the council should be acting in a way that could increase such risks and prejudice the interests of the people it commissions services for.

9. Summary

*** Guidance note:** Conclude with a bullet point summary of the points you have made in the letter and/or next steps, for example requesting a meeting, further information or giving a deadline by which you will service notice on the contract. If you are planning to initiate legal proceedings this will also be the part of the letter that threatens the council with such action. Please note that if legal proceedings are to be initiated, we suggest you seek advice as a more formal letter before action is also likely to be required after this letter is sent.

[Insert summary here]

*** Guidance note:** Always include a deadline by which you require to hear from the Council so that you can escalate matters if they do not respond and what action you will take on failure to do so. In an emergency this could be as little as 7 days, 14 days would be a typical period.

We look forward to hearing from you in relation to the above at your earliest convenient and in any event no later than [date].

Yours sincerely,

[Insert name of your signatory]

[Insert job title]

Appendix 2

Fee Challenge Template Letter – Local Authority Home Care Services

This template is provided as a PDF but members can access them by contacting Anthony Collins Solicitors, john.wearing@anthonycollins.com; ramjeet.kandola@anthoncollins.com. The 3 letters cover different circumstances where fee issues arise, namely local authority residential care, local authority supported living and CCG CHC services.

Care England

Template letter to local authorities
Re. Fee rates for homecare services for older people

Introduction

This template is applicable to home care services commissioned by a local authority. The purpose of the template is to challenge inadequate fee arrangements, in a range of circumstances. The template is based on the law as at 31st October 2021.

The template is set out in the following sections:

1. Introduction
2. Our contract with you
3. Our costs
4. Overarching duties
5. Request for further information
6. Exit from the agreement
7. Quality and safety of our services
8. Summary

The letter should be completed by reference to the embedded notes and our Report to Care England of January 2022 to which this template was attached. There are different templates for Residential Care and CHC funded services.

Much of this letter relates to the Care Act 2014 and the Statutory Guidance which accompanies it. This letter is therefore only applicable to councils in England. It does not apply to services commissioned by CCGs, nor to authorities in Wales, Scotland or Northern Ireland. It is designed for services for older people not working age adults.

We recommend that **specific legal advice is sought** by organisations wishing to bring a challenge. In particular, it should be noted that where issues arise from a decision or policy made by the local authority (which may be susceptible to challenge by way of judicial review) and in the context of a tender (where procurement law remedies may apply) time will be of the essence, with time limits of generally 3 months or 30 days for

applying for such relief respectively. These extremely short time limits are strictly enforced and a provider will have to act very quickly to obtain any of the remedies potentially available in such cases.

How to edit this letter

The suggested text of the outline letter follows.

Parts of the letter which require you to add or amend text are enclosed in square brackets and shaded green, for example:

[Insert text here]

You should add the required text where appropriate and remove the green shading in your final version.

Throughout this letter we provide guidance on how to select the right information, or to make your case stronger. Guidance notes are shaded in violet and look like this:

> *** Guidance note:** You should delete all of this text before producing the final version of this letter.

To produce the letter we suggest the following steps, in this order:

1. Save this file to your computer network or hard drive;
2. Edit the letter carefully, adding the necessary text and removing optional parts that do not apply;
3. Delete all of the guidance notes, including this page and the Introduction;
4. Copy and paste the letter into your standard letter format;
5. Have the letter proof-read and checked before you send it.

Delete all text from this point and above

*** Guidance note:** This letter should be addressed to the relevant local authority officer. Your contract with the council will usually state who this person is. Generally, it is the person within the council to whom you should address formal notices about your contract. The person is often the head of the council's contracts department, the director of adult social services, or the authority's solicitor. We suggest that, in the absence of any contractual requirements, you send the letter by first class post and email.

You may also wish to copy in the "Monitoring Officer" at the council. This is the individual tasked with ensuring that a local authority complies with its legal obligations and can assist in escalating your concerns. Local authorities should provide contact details for its Monitoring Officer on its website.

[On your headed paper]

[Date]

[Insert name of local authority's officer]
[Insert name and address of council] [add email address]

Dear [Insert name of officer],

Home care services [at location(s)] [for named individual(s)]

1. Introduction

*** Guidance note:** Explain here your reason for writing to the council, including details of the issues you face, e.g.:

1. you wish to assert the need to have a significant increase in fees to meet increased costs beyond your control;

2. the approach to fees in a new tender cannot deliver care at the required quality, or in compliance with your duties to your staff;

3. care needs have changed but there has been no reassessment and no fee increase;

4. because an existing contract no longer covers your costs;

5. because the council has imposed a freeze or an effective cut in fees by offering inadequate annual uplift(s) in successive years;

6. the council has made a proposal which is in breach of your contract, for example when it includes a price review mechanism.

[Insert your opening text here.]

2. Our contract with you

*** Guidance note:** The starting point for any challenge should be a review of the contract you hold with the commissioner, so include any relevant details here. Challenging poor commissioning is most effective when based on contractual rights, as they are more certain and more easily predictable than those arising from public law remedies such as judicial review.

Due to the nature of the contractual relationships in a supported living setting (often involving a separate housing provider) care must be taken to avoid breaches of other contracts which should be checked before any action is taken which may prejudice you.

The barriers to entry for organisations seeking to offer a personal care service without accommodation are inevitably lower than those where accommodation is also commissioned from the same organisation. This means more robust arguments may need to be put to secure a favourable outcome, including ones which assert the rights of the individuals concerned (see below regarding Choice and Control and Direct Payments).

See also section 6 below on termination of the contract. This is a useful tactic where the contract contains no helpful provisions as it gives rise to a new contract (unless the commissioner accepts the termination and moves the person).

Choose one or more of the following examples:

We refer you to our contract with you dated [insert date] and the provisions at [include details of any specific provisions such as fee uplift mechanisms and/or variation provisions].

The [fees you are currently paying] [proposal[s] that you have made] fail to address or comply with these terms and we consider [it][they] amount[s] to an actionable breach of contract.

We would ask that you reconsider your position in order to take into account the contractual arrangements between us as set out in this letter.

3. Our costs

*** Guidance note:** It is important to understand what your actual costs are and what the disparity is between them and the fees being offered. We cannot emphasise strongly enough how worthwhile it is to send the council a detailed analysis of your actual costs and the financial information upon which it is based.

Therefore, where possible include in or with the letter a breakdown of your costs. The more comprehensive and robust this analysis is, the more difficult it is for the commissioner to ignore and hence the more powerful it will be. This approach also lays the foundation for future challenges under public law principles.

[Insert a summary of your costs here or in a separate spreadsheet or other summary. The request made should make reference to the particular principles set out in the Overarching Duties section (below) which the council is breaching.]

[The fees currently being paid for the Services are inadequate and recent fee uplifts have failed to keep up with the increases in our costs reflected in the information [above][attached].

[Our contract with you specifies that the council will consider an increase in the fees each year [from 1st April]. The council is obliged to act fairly when exercising this discretion but it is apparent that it has not done so [on successive occasions in [2020 or 2021]]. This has meant a significant shortfall has developed between the actual costs of providing the service and the fees payable which is no longer sustainable. We consider that the council is obliged to make a decision on the fees it pays us by reference to the actual costs required to meet the principles set out above and that it is failing to do so.]

*__Guidance Note__: If your issue relates to Live-In Care you can explain that:

The current legal position is that if a carer is paid by reference to time (i.e. an hourly rate) or salary (i.e. a monthly payment), all hours of the live-in assignment will count when calculating if the national minimum wage has been paid on average over the pay reference period. The safest option is therefore to pay live-in carers for every hour of a live in assignment and this should be reflected in the fees you receive for such services. (Please note however that a potential solution to this is a payment of flat fee under a Daily Average Agreement)

[Insert a summary of your costs here]

4. Overarching duties

As the council will be aware, the Care Act 2014 and Statutory Guidance which came into force on 1 April 2015 introduced a number of new duties on local authorities. We would remind the council in particular of the following:

*** Guidance note:** The Care Act 2014 and associated Statutory Guidance (as updated) introduced a number of duties and principles into the commissioning arena. The legislative framework provides detailed guidance on how commissioning of services in the sector should be undertaken. You may wish to refer to some of the sections of the Statutory Guidance which are relevant to your case and quote them in this section of your letter, as follows. It is not necessary to quote them all – choose the ones most relevant to your argument.

Well-being

The council should be aware that the first section of the Act establishes the "*well-being principle*" – an overarching principle that you **must** take in account when exercising **any of your responsibilities** under the Act.

Well-being is a broad concept comprising:

7. personal dignity;
8. physical, mental health and emotional wellbeing;

9. protection from abuse and neglect;
10. control by the individual over day-to-day life;
11. participation in work, education, training or recreation;
12. social and economic wellbeing;
13. domestic, family and personal relationships;
14. suitability of living accommodation; and
15. the individual's contribution to society.

We consider the council's [failure to pay a reasonable rate for the service] [approach to commissioning/tendering the service] [fee review history for the past few years] has failed to acknowledge these duties, leaving the vulnerable adults in our care at risk of significant damage to their well-being.

Staff costs

The council will be aware of the fact that our staff costs represent our largest cost and that recruitment and retention remains a huge challenge throughout the care sector. Our fees must be increased to reflect such costs if the council is to meet its duties under the Care Act.

The Care Act Statutory Guidance duties include the following references:

Paragraph 4.21

> "*Local authorities **must** facilitate markets that offer a diverse range of high-quality and appropriate services. In doing so, they must have regard to ensuring the continuous improvement of those services and encouraging a workforce which effectively underpins the market. The quality of services provided and the workforce providing them can have a significant effect on the wellbeing of people receiving care and support, and that of carers, and it is important to establish agreed understandable and clear criteria for quality and to ensure they are met."*

Paragraphs 4.28, 4.30 and 4.31

> *"People working in the care sector play a central role in providing high quality services. Local authorities **must** consider how to help foster, enhance and appropriately incentivise this vital workforce to underpin effective, high quality services."*
>
> *"When commissioning services, local authorities should assure themselves and **have evidence** that service providers deliver services through staff remunerated so as to retain an effective workforce. Remuneration **must** be at least sufficient to comply with the national minimum wage legislation for hourly pay or equivalent*

salary. This will include appropriate remuneration for any time spent travelling between appointments. Guidance on these issues can be found on the HMRC website."

"When commissioning services, local authorities should assure themselves and have evidence that contract terms, conditions and fee levels for care and support services are appropriate to provide the delivery of the agreed care packages with agreed quality of care. This should support and promote the wellbeing of people who receive care and support and allow for the service provider ability to meet statutory obligations to pay at least the national minimum wage ***and*** *provide effective training and development of staff. It should also allow retention of staff commensurate with delivering services to the agreed quality and encourage innovation and improvement. Local authorities should have regard to guidance on minimum fee levels necessary to provide this assurance, taking account of the local economic environment. This assurance should understand that reasonable fee levels allow for a reasonable rate of return by independent providers to remain sustainable in the long term."*

Choice and Control

The consistent policy imperative from the Department for Health and Social Care reflected in all Guidance issued since the early 2000s, as well as being fundamental to the Care Act itself (see, for example, section 1(3)(b) of the Act) directs commissioners to put at the heart of their decision-making the views, wishes, feelings and beliefs of the individuals for whom they provide services. The purpose behind these policy initiatives is to give individuals choice over how their services are provided, by whom and where, and control over the processes by which impact they come about. The Statutory Guidance adds to this, for example:

<u>Paragraph 1.15</u>

The council should have an approach that "*looks at a person's life holistically, considering their needs in the context of their skills, ambitions and priorities – as well as the other people in their life and how they can support the person in meeting the outcomes they want to achieve. The focus should be on supporting people to live as independently as possible for as long as possible."*

<u>Paragraph 1.19</u>

The wellbeing principle is "*intended to cover the key components of independent living, supporting people to live as independently as possible….[with a] focus on the outcomes that truly matter to people, rather than using the relatively abstract term "independent living"."*

The outcome of this is that the way in which services are to be commissioned should promote the individual's participation in all aspects of life including work, recreation, social and economic activities in domestic, family and personal relationships, as well as in the wider community. Short term decision-making is inimical to such a principle.

Sustainability

The expected increases in demand for care services generally will necessitate continuing investment in our services if they are to remain suitable[sustainable?] and will meet the needs of residents. This requires us to receive an appropriate rate of return on the capital we invest.

The Statutory Guidance helpfully elaborates on the council's obligation to ensure sustainability; to highlight just a few examples:

Paragraph 4.33

> *"Local authorities **must** work to develop markets for care and support that – whilst recognising that individual providers may exit the market from time to time – ensure the overall provision of services remains healthy in terms of the sufficiency of adequate provision of high quality care and support needed to meet expected needs. This will ensure that there are a range of appropriate and high quality providers and services for people to choose from."*

Paragraph 4.35

> *"Local authorities **must not** undertake any actions which may threaten the sustainability of the market as a whole, that is, the pool of providers able to deliver services of an appropriate quality – for example, by setting fee levels below an amount which is not sustainable for providers in the long-term."*

Paragraph 4.69

> *"Local authorities **must** understand local markets and develop knowledge of current and future needs for care and support services, and, insofar, as they are willing to share and discuss, understand providers' business models and plans."*

Paragraph 4.97

> *"Local authorities should consider the contract arrangements they make with providers to deliver services, including the range of block contracts, framework agreements, spot contracting or 'any qualified provider' approaches, to ensure that the approaches chosen do not have negative impacts on the sustainability,*

sufficiency, quality, diversity and value for money of the market as a whole – the pool of providers able to deliver services of appropriate quality."

Paragraph 4.101

"*Local authorities should ensure that where they arrange services, the assessed needs of a person with eligible care and support needs is translated into effective, appropriate commissioned services that are adequately resourced and meet the wellbeing principle of the Act."*

Quality and breadth of service

Paragraph 4.22

"When considering the quality of services, local authorities should be mindful of the capacity, capability, timeliness, continuity, reliability and flexibility of services delivered to support wellbeing, where appropriate, using the definitions that underpin the CQC's fundamental standards of care as a minimum, and having regard to the ASCOF framework of population outcomes. High quality services should enable people who need care and support, and carers, to meet appropriate personal outcome measures."

Paragraph 4.23

"*Local authorities should also consider other relevant national standards including those that are aspirational, for example, any developed by the National Institute of Health and Care Excellence (NICE)."*

Paragraph 4.24

"Local authorities should encourage a wide range of service provision to ensure that people have a choice of appropriate services; appropriateness is a fundamental part of quality. For example, a working age person should be able to choose care and support tailored for their situation, and not be faced with only a choice of facilities designed for older people, as this is unlikely to be appropriate to their situation, regardless of how high quality the facilities may be in their own contexts. Appropriate services will meet people's needs and reasonable preferences."

Direct Payments

The council should offer direct payments wherever possible in accordance with the Care Act and the Statutory Guidance. They remain the preferred mechanism for personalised care and support and provide independent choice and control by enabling the individuals to commission their own care and support in order to meet their eligible needs. They

provide a platform with which to deliver a modern care and support system. This means that the council should be actively considering direct payments as a means to ensure choice and control in these circumstances. As they must be made available (subject to your policy) and must be made available to people including the people we support who lack capacity, this necessitates individual consideration be given to whether a direct payment in this case would prove to be a more stable approach to the provision of services.

*** Guidance note:** Consider including some text of your own, linking the particular issue you face with failures to meet statutory obligations.

[Insert your comments here]

5. Request for further information

*** Guidance note:** This section is designed to require the council to take action which reinforces the fact that their commissioning decisions are under scrutiny. Referring to the Freedom of Information Act 2000 will prevent the council from ignoring the request and will start a clock ticking on the provision of information - the authority has 20 working days to respond. It is often necessary to consider carefully the exact nature of the questions so as to draw out worthwhile information. The following are examples and specific advice may be required if the answers you require are not forthcoming.

The following request is being made under the Freedom of Information Act 2000. Please provide me with:

1.The method or mechanism which has been adopted by the council to set fee levels for home care services for [period(s)] and the data on which those calculations were based.

2. Details of the consultation exercise the council has undertaken in connection with fee settings for this type of service in the last [3] years.

3. The council's policies on fee setting for home care services for older people.

4. Confirmation that the council has taken advantage of the adult social care precept and the percentage/amount of this which has been allocated to services for older people.

*** Guidance note:** Include here any other requests for information or materials relevant to the specific case, for example as above how the authority has come up with its figures and what consultation has taken place to support these.

[Insert other requests under the Freedom of Information Act here]

6. Exit from the agreement

*** Guidance note:** The following section is for use where an arrangement is untenable and you have a right in the contract to exit the arrangement or at least want to threaten to terminate the service. You must check your contract with the council before including this section to confirm that termination without cause is permitted and what the relevant notice period is. An alternative form of words is also provided where the contract has no notice period or there is no "time" evident. The wording will need to be adapted if you are only terminating an individual placement.

We refer to clause [insert number] of our contract with you. Under this we may end the service provided with [insert number] months' notice from today's date. Unless our requests in relation to fee levels for this service are met, we will have no choice but to consider exercising this right.

We do not believe there are any current written terms applicable to our contract with you, or if there were, we consider they have expired. We are, therefore, entitled to give you reasonable notice of the termination of the contract. We consider [3 months] notice to be reasonable and the contract for the [services] will, as a result of this notice, come to an end on [date].

*** Guidance note:** the following paragraphs are for use when the council fails to respond where you have advised that you can no longer deliver care safely.

[If our services continue beyond the expiration of the notice period given by virtue of this letter our services will be provided at the full cost to us of providing the service which we estimate to be £ per week. Following termination of the contract we will invoice the council for our services and provide a breakdown of the invoice showing the actual costs

incurred in connection with the provision of the service for the remaining time that the council commissions the services from us.]

We are terminating this contract for [set out reasons which may be either for want of a fee review, the fee just being inadequate generally or because you are no longer able to offer the service due to the increased needs of the individual you support etc]. [As we are no longer able to provide this service and it is a matter of the safety and best interest of the individual that they are moved to an appropriate service as soon as possible. We will draw matters to the attention of the local Safeguarding Adults Board should the council not take prompt steps to deal with a move to a more appropriate location in a timely manner. We are of course more than happy to collaborate in that process in line with our own obligations to the individual, but you will appreciate that we have no powers to re-assess their needs nor to commission alternative services.

7. Quality and safety of our services

*** Guidance note:** It may be worth saying something about maintaining quality services and the safety of these for service users. For example:

Ultimately our position on fees is based on the value we place on the quality of the services which we provide to the people we support and our workforce.

The weight to be attached to high quality services is reflected in both the legislative framework and the Care Quality Commission's regulatory regime and is something we are unwilling to put at risk.

We are not prepared to compromise on the quality of our services or endanger the well-being of the people we support by accepting fee rates which undermine either of these principles. We do not consider the council should be acting in a way that could increase such risks and prejudice the interests of the people it commissions services for.

8. Summary

*** Guidance note:** Conclude with a bullet point summary of the issues you have made in the letter and/or next steps, for example requesting a meeting, further information or giving a deadline by which you will service notice on the contract. If you are looking to initiate legal proceedings this will also be the part of the letter that threatens formal action. Please note that if legal proceedings are to be initiated, we suggest you seek legal advice as a more formal letter before action is also likely to be required after this letter is sent.

[Insert summary here]

*** Guidance note:** Always include a deadline by which you require to hear from the council so that you can escalate matters if they do not respond and what action you will take on failure to do so.

We look forward to hearing from you in relation to the above at your earliest convenient and in any event no later than [date].

Yours sincerely,

[Insert name of your organisation's Authorised Officer]

[Insert job title]

Appendix 3

Fee Challenge Template Letter – NHS Services

This template is provided as a PDF but members can access them by contacting Anthony Collins Solicitors, john.wearing@anthonycollins.com; ramjeet.kandola@anthoncollins.com. The 3 letters cover different circumstances where fee issues arise, namely local authority residential care, local authority supported living and CCG CHC services.

Care England

Template letter to CCGs
Re. Fee rates for CHC Services

Introduction

This template is applicable to health and care services commissioned by a CCG. The purpose of the template is to challenge inadequate fee arrangements and other poor commissioning practices in a range of circumstances. This template is based on the law as at 31st October 2021.

It is set out in the following sections:

1. Introduction
2. Our contract with you
3. Our costs
4. The CCG's overarching duties
    - 4.1 Transparency and fair dealing
    - 4.2 Constructive Engagement
    - 4.3 Best interests of the patient
    - 4.4 Price setting
5. Request for further information
6. Exit from the agreement
7. Quality of our services
8. Summary

The letter should be completed by reference to the embedded notes and our Report to Care England of January 2022, to which this template was attached. There are different templates for Residential Care and Home Care Services commissioned by a local authority.

This letter is only applicable to CCGs in England. It does not apply to services commissioned by local authorities (please see separate templates), nor to health authorities in Wales, Scotland or Northern Ireland.

We recommend that **specific legal advice is sought** by organisations wishing to bring a formal challenge. In particular, it should be noted that where issues arise from a decision or policy made by the local authority (which may be susceptible to challenge by way of judicial review) and in the context of a tender (where procurement law remedies may apply) time will be of the essence, with time limits of generally 3 months or 30 days for applying for such relief respectively.

These extremely short time limits are strictly enforced and a provider will have to act very quickly to obtain any of the remedies potentially available in such cases.

How to edit this letter

The suggested text of the outline letter follows.

Parts of the letter which require you to add or amend text are enclosed in square brackets and shaded green, for example:

[Insert text here]

You should add the required text where appropriate and remove the green shading in your final version.

Throughout this letter we provide guidance on how to select the right information, or to make your case stronger. Guidance notes are shaded in violet and look like this:

> *** Guidance note:** You should delete all of this text before producing the final version of this letter.

To produce the letter we suggest the following steps, in this order:

1. Save this file to your computer network or hard drive;
2. Edit the letter carefully, adding the necessary text and removing optional parts that do not apply;
3. Delete all of the guidance notes, including this page and the Introduction;
4. Copy and paste the letter into your standard letter format;
5. Have the letter proof-read and checked before you send it.

Delete all text from this point and above

*** Guidance note:** This letter should be addressed to the relevant CCG's officer. Your contract with the CCG will usually state who this person is. Generally, it is the person within the CCG to whom you should address formal notices about your contract. The person is often the head of the CCG's contracts department or of LD services. We suggest that, in the absence of any contractual requirements, you send the letter by first class post and email.

[On your headed paper]

[Date]

[Insert name of CCG Officer]
[Insert name and address of CCG] [add email address]

Dear [Insert name of officer], [Sirs]

CHC Services [Location][for individual]

1. Introduction

*** Guidance note:** Explain here your reason for writing to the CCG, including a brief history and details of the issues you face, e.g.:

- the person, the care package and its history the fee has not been increased for a period of time;
- the care needs of the individual have changed and a review of fee increase is required;
- there is some other change of circumstances that requires an increase in the fee;
- the CCG has failed to honour what it agreed in connection with the fee

The range of circumstances dealt with in template include the following steps:

- .

asking for a contract to be issued;

asking for a proper price to be agreed for the service (including in arrears);

asking that the CCG undertake a review of the individual's care needs in a compliant manner;

seeking a variation to the current arrangements;

terminating or threatening to terminate the contract; and

potential challenges around breaches of public law duties, a threat to invoke the dispute resolution process or making a FOIA request.

[Insert your opening text here.]

2. Our contract with you

*** Guidance note:** The starting point for any engagement over fees should be a review of the contract you hold with the commissioner, so include any relevant details here. Challenging poor commissioning is most effective when based on contractual rights, as they are more certain and more easily predictable than those arising from public law remedies such as judicial review. See also section 6 below on termination of the contract, which is a useful tactic where the contract contains no helpful provisions as it gives rise to a new contract (unless the commissioner accepts the termination and moves the patient).

The CCG should normally use the NHS Standard Form Contract (Short Form) with Particulars, which includes the specification and price for the service. Often this is not the case, so a preliminary request (see below) may be for the CCG to issue a formal contract.

Choose one or more of the following examples.

[You are obliged to issue a formal contract for this service but have failed to do so. Please issue us with a formal contract for our consideration within the next [14 days].

We refer you to our contract with you dated [insert date] and the provisions at [include details of any specific provisions such as fee uplift mechanisms and/or variation provisions; if nothing specific refer to section 13.11 of the General Conditions].

[The [fees you are currently paying] [proposal[s] that you have made] fail to address or comply with these terms and we consider [it][they] amount[s] to an actionable breach of contract.]

We would ask that you [re]consider the position in order to take into account the contractual arrangements between us as set out in this letter.

3. Our costs

*** Guidance note:** It is important to explain to the CCG what your actual costs are and the disparity is between them and the fees being offered. We cannot emphasise strongly enough how worthwhile it is to provide the CCG with a detailed analysis of the financial information you have to hand.

The more comprehensive and robust this analysis is, the more difficult it is for the commissioner to ignore and hence the more powerful it will be. This approach also lays the foundation for formal challenges in the future.

[Insert a summary of your costs here or by reference to an attached document]

4. The CCG's overarching duties

As the CCG will be aware, it is subject to extensive duties arising from the NHS Act 2006 and the Regulations and Guidance issued pursuant to that Act and other legislation. We would remind the CCG in particular of the following.

*** Guidance note:** CCGs are subject to a wide-ranging and complex framework of legislation and guidance which is meant to create a strong foundation upon which good commissioning of services for people with a learning disability are based. Unfortunately, many CCGs do not routinely follow the rules to which they are subject, and depending upon the circumstances, the following specific overarching duties can be called in aid in connection with your argument with the CCG.

4.1 Transparency and fair dealing

Provisions regarding transparency and fair dealing are common threads throughout the regulatory framework to which you are subject. We would draw your attention in particular to paragraph 9 of the NHS Standard Contract 2021/22 Technical Guidance. For example, paragraph 29 headed "Contracting fairly" says as follows:

"29.3 an effective working relationship is more likely to be possible where commissioners and providers … :

- *are open and transparent in sharing information, ensuring early communication of new or changed intentions, emerging problems or potential disputes;*

- *take their contractual responsibilities seriously, but use contractual levers and processes in a reasonable and proportionate way; and*

- *tackle difficult decisions about financial pressures in a way which focuses on actions which will generally remove cost or increase efficiency… rather than producing short term opportunistic gains for one party at the expense of the other."*

Transparency is also a key feature of the General Conditions of the NHS Standard Contract. The National Framework for NHS Continuing Healthcare and NHS Funded Nursing Care (2018) states at paragraph 176:

"*CCGs should ensure clarity regarding the services being commissioned from providers, bearing in mind that those in receipt of [CHC] continue to be entitled to access the full range of primary, community, secondary and other health services. The services that a provider of [CHC] services are expected to supply should be clearly set out in a service specification or contract between the provider and the CCG."*

4.2 Constructive engagement

The National Tariff Payment System (September 2021) ("**the National Tariff**") sets out rules in connection with the determination of pricing for services. One of the principles that Rule 1 on page 25 establishes is that of constructive engagement, see section 4.1.3, paragraph 56 which states as follows:

"Providers and commissioners must engage constructively with each other to decide on the … payment approach that delivers the best value for patients …"

4.3 Best interests of the patient

The same Rule also stresses that the best interest of the patient must be paramount. At paragraph 53 of the National Tariff, the CCG is required to have considered, in the context of assessment, the following:

- that it has obtained sufficient information to make a proper assessment; and

- whether it has used properly qualified/experienced individuals to assess the information; and

- that it has followed an appropriate process to arrive at a conclusion.

Other factors the CCG must take into account in how it delivers the appropriate quality of service and how risk should be allocated within the agreement in a way that best protects the interests of the patient include: that the individual's personal wishes must be taken into account when deciding how to meet those needs and that a reasonable choice of providers should be offered. The CCG is also required to give its reasons for any proposed changes in writing and to offer advocacy support where appropriate.

4.4 Price setting

The CCG will be aware that section 115 of the Health and Social Care Act 2012 sets out what it needs to do in terms of setting prices for CHC services. The service which is the subject of this letter is not specified under the National Tariff but the National Tariff does provide guidance on how prices for such services are to be set. In setting prices, the CCG is obliged to be transparent and to engage constructively with us in connection with setting prices. The CCG should only set prices based on having sufficient information about the local marketplace and having undertaken proper assessments using assessors qualified to do so. Relevant factors set out, for example, in Rule 2 of the National Tariff, at paragraph 63, include the necessity for the CCG to have comparative information about provider costs and to take into account specific costs when determining prices. This would extend to the cost pressures we face in connection with the staffing costs both generally and specifically; the need for the use of agency staff; and increases driven by changes in the law such as the National Insurance Levy, increases in National Living Wage and pension obligations. [The provider should, ideally, refer here to data which it is sending with the letter.]

*** Guidance note:** Consider including some text of your own, linking the particular issue you face with the CCG's failures to meet their statutory obligations.

[Insert your comments here]

5. Request for further information

*** Guidance note:** This section is designed to require the CCG to respond to requests for information which reinforces the fact that their commissioning decisions are under scrutiny. Referring to the Freedom of Information Act 2000 will prevent the CCG from ignoring the request and will start a clock ticking on the provision of information - the CCG has 20 working days to respond. It is often necessary to consider carefully the exact nature of the questions so as to draw out worthwhile information. The following are examples and specific advice may be required if the answers you require are not forthcoming.

The following request is being made under the Freedom of Information Act 2000. Please provide us with:

1. The method or mechanism which has been adopted to set fee levels for older peoples' services for [period] and the data on which those calculations were based.

2. Details of the comparative data the CCG has obtained in connection with this type of service.

3. The CCG's policies on [fee setting for CHC for older peoples' services] [amendments] [fee reviews] [etc.].

*** Guidance note:** Include here any other requests for information or materials relevant to the specific case, for example as above how the CCG has come up with its figures and what consultation has taken place to support these.

[Insert further requests under the Freedom of Information Act here]

6. Exit from the agreement

*** Guidance note:** The following section is for use where an arrangement is untenable and you have a right in the contract to exit the arrangement or where you at least want to threaten to terminate the service. You must check your contract with the CCG before including this section to confirm that termination without cause is permitted and what the relevant notice period is. An alternative form of words is provided where the contract has no specific notice period.

[We refer to clause [insert number] of our contract with you. Under this we may end the service provided with [insert number] [months'] [weeks] notice. [Unless our requests in relation to fee levels for this service are met, we will have no choice but to consider exercising this right.] [Please treat this letter as notice of the termination of the contract which will come to an end on [date].]

[We do not believe there are any current written terms applicable to our contract with you or, if there were, we consider they have expired. We are, therefore, entitled to give you reasonable notice of the termination of the contract. We consider [3 months] notice to be reasonable and the contract for the [services] will, as a result of this notice, come to an end on [date].

[If our services continue beyond the expiration of the notice period given by virtue of this letter our services will be provided at the full cost to us of providing the service which we estimate to be [£] per week. Following termination of the contract we will invoice the CCG for our services and provide a breakdown of the invoice showing the actual costs incurred in connection with the provision of the service for the remaining time that the CCG commissions the services from us.]

*** Guidance note:** the following paragraph is for use when the CCG fails to respond where you have advised that you can no longer deliver care safely.

We are terminating this contract for [set out reasons which may be either for want of a fee review, the fee just being inadequate generally or because you are no longer able to offer the service due to the increased needs of the individual you support etc]. [As we are no longer able to provide this service and it is a matter of the safety and best interest of the individual that they are moved to an appropriate service as soon as possible. We will draw matters to the attention of the local Safeguarding Adults Board should the CCG not take prompt steps to deal with a move to a more appropriate location in a timely

manner. We are of course more than happy to collaborate in that process in line with our own obligations to the individual, but you will appreciate that we have no powers to re-assess their needs nor to commission alternative services.

7. Quality and safety of our services

*** Guidance note:** It may be worth saying something about maintaining quality services and the safety of these for service users. For example:

Ultimately our position on fees is based on the value we place on the quality of the services which we provide to the people we support and our workforce.

The weight to be attached to high quality services is reflected in both the legislative framework and the Care Quality Commission's regulatory regime and is something we are unwilling to jeopardise.

We are not prepared to compromise on the quality of our services or endanger the well-being of the people we support by accepting fee rates which undermine either of these principles. We do not consider the CCG should be acting in a way that could increase such risks and prejudice the interests of the people it commissions services for.

8. Summary

*** Guidance note:** Conclude with a bullet point summary of the points you have made in the letter and/or next steps, for example requesting a meeting, further information or giving a deadline by which you will service notice on the contract. If you are planning to initiate legal proceedings this will also be the part of the letter that threatens the CCG with such action. Please note that if legal proceedings are to be initiated we suggest you seek advice as a more formal letter before action is also likely to be required after this letter has been sent.

[Insert summary here]

*** Guidance note:** Always include a deadline by which you require to hear from the CCG so that you can escalate matters if they do not respond and what action you will take on failure to do so. This could be as short as 7 days in an emergency. Typically a response within 14 days would be reasonable.

We look forward to hearing from you in relation to the above at your earliest convenient and in any event no later than [date].

Yours sincerely,

[Insert name of Signatory]

[Insert job title]