

Freedom of Information Act 2000 (FOIA)

Decision notice

Date: 21 May 2012

Public Authority: NHS Blackpool
Address: Blackpool Stadium
Seasider's Way
Blackpool
FY1 6JX

Decision (including any steps ordered)

1. The complainant made a series of multipart requests to NHS Blackpool (the trust) in respect of different GP services paid for by the trust. The trust provided some information in its initial response and decided to disclose further information during the course of the Commissioner's investigation. The trust relied on section 43(2) to withhold the remaining information.
2. The Commissioner's decision is that section 43(2) was not engaged in respect of some of the withheld information, that a small amount of the requested information is not held, and that the remainder of the information was correctly withheld under section 43(2).
3. The Commissioner requires the public authority to take the following steps to ensure compliance with the legislation.
 - Disclose the withheld information in respect of which section 43(2) is not engaged (points 3 (f), and 5 (c) and (f)).
4. The public authority must take these steps within 35 calendar days of the date of this decision notice. Failure to comply may result in the Commissioner making written certification of this fact to the High Court pursuant to section 54 of the FOIA and may be dealt with as a contempt of court.

Request and response

5. On 25 April 2011 the complainant made 5 multipart requests to the trust. These are listed in full in Annex 1 to this decision notice.

6. The trust responded on 3 June 2011. It provided some information to the complainant but withheld the remainder under section 43(2) of the FOIA as it was deemed to be prejudicial to the commercial interests of both the trust and various third parties.
7. Following an internal review the trust wrote to the complainant on 17 August 2011. It stated that it still considered that the remaining information was exempt under section 43.

Scope of the case

8. The complainant complained to the Commissioner that the following requested information had been withheld:
 1. *In relation to the premises rented by NHS Blackpool at Blackpool Football Stadium*
 - (c) *What is the annual rent paid by NHS Blackpool?*
 - (d) *What is the rental per square metre?*
 - (e) *What other charges in relation to the premises e.g. service charges, are payable annually by NHS Blackpool?*
 2. *In relation to the New Whitegate Health Centre*
 - (d) *Annual payments made by NHS Blackpool to service the development including rent and all other charges?*
 - (f) *Rental reimbursement made to each GP Practice in terms of cost per square metre?*
 3. *In relation to the GP led centre in Whitegate Health Centre*
 - (f) *Total annual costs paid by NHS Blackpool to operate this service, including all costs, payments to provider, premises and service charges?*
 - (g) *Average cost per case for each patient attendance?*
 4. *In relation to the Urgent Care Centre based at Victoria Hospital Blackpool*
 - (d) *Total annual costs paid by NHS Blackpool to operate this service, including all costs, payments to provider, premises and service charges?*
 - (e) *Average cost per case for each patient attendance?*
 5. *In relation to APMS contracts awarded by NHS Blackpool to providers of primary care services*
 - (c) *Annual cost paid by NHS Blackpool to each APMS contract provider?*
 - (f) *Average annual cost per patient for each provider?*

9. During the course of the Commissioner's investigation, the trust stated that it would provide the complainant with information in respect of point 2(d) and point 3(g). The Commissioner has therefore excluded these parts of the requests from the scope of his investigation.
10. Also during the Commissioner's investigation, the trust stated that in relation to point 1 it sought to rely on section 41 as the information was confidential in addition to its reliance on section 43(2).
11. The Commissioner considers that the scope of this investigation is to determine whether the trust was correct to withhold the remaining information under section 43(2) and where appropriate, section 41.

Reasons for decision

Section 43(2)

12. Section 43(2) provides an exemption from disclosure of information which would or would be likely to, prejudice the commercial interests of any person (including the public authority holding it). This is a qualified exemption, and is therefore subject to the public interest test.
13. In this case the trust has stated that disclosure of the requested information would be likely to prejudice its own commercial interests, and in respect of point 1, those of the third party that owns the space in Blackpool Football Stadium.
14. In order to determine whether the exemption is engaged the Commissioner will consider each point of the request separately. In each case, he will first consider whether the prejudice claimed relates to commercial interests of the trust or the third party respectively.
15. The term 'commercial interests' is not defined in the FOIA. However the Commissioner has considered his awareness guidance on the application of section 43. This comments that *"...a commercial interest relates to a person's ability to participate competitively in a commercial activity, i.e. the purchase and sale of goods or services."*
16. Once the Commissioner has determined whether the withheld information falls within the scope of the exemption, he will consider the nature of the prejudice claimed and the likelihood of it occurring.
17. The commercial interests exemption is qualified, and therefore the final step will be for the Commissioner to address the balance of the public interest.

Point 1 (c), (d) and (e)

Does the exemption apply?

18. The trust explained that Segesta Ltd leases accommodation at Blackpool Football Stadium to the trust as well as other organisations. There are vacant units at the stadium for which Segesta Ltd has not secured tenants. Segesta Ltd is therefore engaged in the commercial activity of obtaining a competitive rental rate for its property.
19. The Commissioner therefore considers that the withheld information falls within the scope of the exemption.

What is the nature and likelihood of prejudice?

20. The trust explained that disclosure of the rental amount it pays to Segesta Ltd would prejudice its trading position with respect to negotiating rental contracts for the remaining units. Segesta Ltd were contacted for their views on the matter and said that disclosing the information would jeopardise their trading position with prospective tenants.
21. The trust has argued that disclosure of the information 'would prejudice' Segesta Ltd's commercial interests. This is the stronger of the two prejudice tests as it places a stronger burden on the public authority to evidence that the prejudice is at least more probable than not.
22. Part of the information already released includes the total area in square metres rented by the trust. Therefore, to release of the amount the trust pays in annual rent will give a clear indication of how much Segesta Ltd will accept in terms of annual rent per square metre for identical units. The Commissioner accepts that this information would therefore be transferable to any of the units and would prevent Segesta Ltd from negotiating effectively with prospective tenants and renegotiating effectively with current tenants.
23. Segesta Ltd has stated that its ability to negotiate the best prices for its rental units is particularly important to them in these testing business conditions. The Commissioner recognises that the market for business units is competitive and that realising the best price for assets is particularly important in the current economic climate. Knowledge of a landlord's income from a tenant in terms of cost per square metre would put prospective tenants in a stronger negotiating position than they would otherwise be as it would be difficult for Segesta Ltd to negotiate a higher rate.
24. The Commissioner notes that the trust argued that the disclosure *would* prejudice Segesta Ltd's commercial interests. This places a significantly

higher evidential burden on the trust to demonstrate that prejudice would be more probable than not. The trust did not demonstrate that the arguments it was making clearly went beyond showing that prejudice was likely. In view of this, the Commissioner felt that it was appropriate to consider the lower test of "would be likely to prejudice".

25. The Commissioner is satisfied that there was a real and significant risk that Segesta Ltd's position in both negotiating for the rental of its vacant units and renegotiating rates with current tenants would be likely to be prejudiced. This is because the prospective and current tenant would be in a stronger negotiating position knowing what rates Segesta Ltd will accept of a square metre basis. The Commissioner accepts that this would be likely to put Segesta Ltd at a disadvantage in future negotiations for the rent of its units. The Commissioner has therefore concluded that section 43(2) is engaged. As section 43 is a qualified exemption, he has gone on to consider the public interest test.

Public interest in favour of disclosing the information

26. The trust accepts that there is a public interest in openness and transparency in the way it spends public money, and knowledge of the amount paid in rent by the trust could help assure the public that best value for money is achieved. This is particularly the case when this spending comes from the budget of NHS bodies, and the potential knock on effect this will have in other areas of health spending.
27. The complainant has placed particular importance on the public interest in knowing that the trust is getting good value for money in the property it rents. He notes that the football stadium is in the town centre and consequently the rental rates may be higher than those for property further afield.
28. The Commissioner also considers that the disclosure of the information may promote transparency in the trust's commercial dealings to some degree.

Public interest in favour of withholding the information

29. As outlined above, disclosure of the information would prejudice Segesta Ltd, a private company, and would damage its commercial position with regard to obtaining the best price for its property. Segesta Ltd would be placed at a disadvantage compared to other private companies offering similar space for rent. The Commissioner has therefore considered that this is a strong public interest in avoiding unwarranted prejudice to the commercial interests of private companies.

Balancing the public interest

30. In balancing the public interest arguments in this case, whilst the Commissioner acknowledges that there is a strong public interest in promoting the accountability of the expenditure of public money (especially in the health sector), this has to be counterbalanced by the public interest in avoiding unnecessary prejudice to the commercial interests of a private company.
31. In particular, the Commissioner considers that the public interest in Segesta Ltd being able to conduct its business on a level footing with other private commercial property owners is particularly weighty.
32. Therefore, after considering these points the Commissioner has decided that the public interest in disclosure is outweighed by the public interest in maintaining this exemption. Therefore the withheld information is exempt from disclosure under the commercial interest exemption and should not be disclosed.
33. As the Commissioner has decided that the trust was correct to rely on section 43(2) in relation to point 1 (c), (d) and (e), he has not gone on to consider the application of section 41.

Point 2 (f)

Does the exemption apply?

34. The trust explained that with regard to rental reimbursements, GPs are independent contractors to the NHS. The rate of rental reimbursement is based on the current market rent (CMR) which varies between GP practices and depends upon a number of factors such as type, age and condition of the property and sizes of rooms. The CMR is agreed between each GP practice and a district valuer (who undertakes the CMR reviews on behalf of the trust) through negotiation.
35. The district valuer puts forward the proposed CMR value to the GP practice which then has the choice of either accepting the valuation or entering into negotiations. If an agreement cannot be reached through negotiation, the matter is referred for dispute resolution. As each GP practice will wish to obtain the maximum rental reimbursement possible in order to repay any loans and optimise profitability, it is likely that a majority of CMR values will be negotiated.
36. The amount paid to GP practices in respect of rental reimbursements and the negotiation of the amount is a commercial activity as it is directly related to the purchase of goods.

37. The Commissioner therefore considers that the withheld information falls within the scope of the exemption.

What is the nature and likelihood of prejudice?

38. The trust explained that disclosure of the amount of rental reimbursement paid to the GP practices occupying Whitegate Health Centre would prejudice its own commercial interests in negotiating rental reimbursements in the future.
39. The trust has argued that disclosure of the information 'would prejudice' its own commercial interests. This is the stronger of the two prejudice tests as it places a stronger burden on the public authority to evidence that the prejudice is at least more probable than not.
40. Part of the information already released includes the total area in square metres rented by each GP practice in Whitegate Health Centre. The trust has also indicated to the Commissioner that it would be willing to disclose the total budget for rental reimbursement in respect of all GP practices in the NHS Blackpool area. However, this is not something the complainant has requested.
41. The trust has explained that the rental reimbursement per square metre is made by the trust to each GP practice in line with separate agreements made with each GP practice. The process of negotiating the value of rental reimbursement is undertaken on an individual practice basis. Each practice negotiates separately and the amount agreed is not shared with other GP practices. Further to this, the rental reimbursement is negotiated at regular intervals of 3 years. The Commissioner understands that this interval will be the same for all GP practices but that cycle will begin at different times. This means that it is possible that another GP practice will be in the position to renegotiate its rental reimbursement rate at any time.
42. As the amount of rental reimbursement agreed with each GP practice can vary based on a number of factors, including the GPs practices' negotiations with the trust's district valuer, the trust has argued that the disclosure of the information requested in this case would provide a benchmark for other GP practices to aim for in negotiations. This would therefore be more than likely to impact the trust's ability to negotiate effectively and obtain the best value for.
43. Knowledge of another GP practice's rental reimbursement from the trust in terms of cost per square metre would therefore put other GP practices in a stronger negotiating position than they would otherwise be as it would be difficult for the trust's district valuer to negotiate a lower rate in order to obtain better value for money for the trust.

44. The Commissioner notes that the trust argued that the disclosure *would* prejudice its commercial interests. This places a significantly stronger evidential burden on the trust to demonstrate that prejudice would be more probable than not. The trust did not demonstrate that the arguments it was making clearly went beyond demonstrating that prejudice was likely. In view of this, the Commissioner felt that it was appropriate to consider the lower test of "would be likely to prejudice".
45. In view of the above evidence, the Commissioner was satisfied that there was a real and significant risk that the trust's position in negotiating the CMR with GP practices would be likely to be prejudiced by placing the GP practices in a stronger negotiating position. The Commissioner accepts that this would be likely to put the trust at a disadvantage in future negotiations on the CMR for GP practices. The Commissioner has therefore concluded that section 43(2) is engaged. As section 43 is a qualified exemption, he has gone on to consider the public interest test.

Public interest in favour of disclosing the information

46. The trust accepts that there is a public interest in openness and transparency in the way it spends public money, and knowledge of the amount paid by the trust in CMR to GP practices could help assure the public that best value for money is achieved. This is particularly the case when this spending comes from the budget of NHS bodies, and the potential knock on effect this will have in other areas of health spending.
47. The complainant has placed particular importance on the public interest in knowing the ongoing costs of the new development at Whitegate Health Centre to demonstrate that the trust is making good use of its limited resources. He has also noted that as the new centre only has one GP practice with a regular patient list and other GP practices in the area have comparably poorer facilities, there may be something of a postcode lottery for Blackpool residents in terms of health care. He has suggested that there is a public interest in knowing how much funds have been allocated to a single GP practice which does not appear to be accessible to all.
48. The Commissioner also considers that the disclosure of the information may promote transparency in the trust's commercial dealings to some degree.

Public interest in favour of withholding the information

49. As outlined above, disclosure of the information would be likely to prejudice the trust's commercial interests and would likely damage its commercial position in terms of negotiating the best value for money in

GP practice rental reimbursements. In particular, as the request is for the amount of rental reimbursement per square metre, this drills down to a high level of detail. Such detail would provide a valuable benchmark to other GP practices and would strengthen their position in negotiating a higher rate of rental reimbursement than the district valuer initially provides as the CMR for the property. This would be likely to distort the negotiation process in favour of GP practices which in turn would be likely to reduce and limit the trust's ability to obtain best value for public money. The Commissioner has therefore considered that this is a strong public interest in ensuring the trust is able to obtain best value for its limited funds.

Balancing the public interest

50. In balancing the public interest arguments in this case, whilst the Commissioner acknowledges that there is a strong public interest in promoting the accountability of the expenditure of public money (especially in the health sector), this has to be counterbalanced by the public interest in ensuring the trust is able to obtain the best value for the limited public funds it has available to spend.
51. In particular, the Commissioner considers that the public interest in the trust being able to obtain the best value for money in terms of the amount paid in rental reimbursement is weighty. The Commissioner is of the view that this is particularly important in the current climate of limited public sector funding.
52. Therefore, after considering these points the Commissioner has decided that the public interest in disclosure is outweighed by the public interest in maintaining this exemption. Therefore the withheld information is exempt from disclosure under the commercial interest exemption and should not be disclosed.

Point 3 (f)

Does the exemption apply?

53. The trust explained that the total annual costs of the GP led health centre at Whitegate Health Centre consist of a payment made by the trust to the contractor for the provision of medical services. The GP led health centre is Bloomfield Medical Centre and it is an APMS contractor for the trust. The trust is therefore engaged in the commercial activity of paying for the contracted services of a third party.
54. The Commissioner therefore considers that the withheld information falls within the scope of the exemption.

What is the nature and likelihood of prejudice?

55. The trust explained that disclosure of the amount it pays the contractor for the provision of services would prejudice its position with respect to the re-tendering of the contract in the future. The trust has also argued that the release of the information would prejudice its position with regard to the purchase of such services from similar service providers in relation to other contracts.
56. The trust has argued that disclosure of the information 'would prejudice' its own commercial interests. This is the stronger of the two prejudice tests as it places a stronger burden on the public authority to evidence that the prejudice is at least more probable than not.
57. Part of the information already released includes the number of patients the service has seen since it opened and the average number of patients seen monthly. Further to this, during the Commissioner's investigation, the trust has also agreed to disclose the average cost per patient attendance. The trust had initially argued that to release the average cost per patient attendance would allow for the calculation of the total annual payment as it had already released the numbers of patients seen. The Commissioner has considered this point, but has been unable to calculate the total annual cost from the information made available.
58. The trust has argued that the release of the total amount paid for the operation of the service would reveal its 'bottom line' and would therefore prejudice its position with regard to achieving the most cost effective use of public money in future tendering exercises. It has explained that if potential bidders know in advance what prices the trust considers acceptable for the future procurement of the same or similar services then the trust's ability to obtain services on the best financial terms would be substantially inhibited.
59. The Commissioner considers that whilst there is a possibility that disclosing the total annual cost would be treated by future bidders to be a bottom line, he considers that it is more likely to increase competition in the upcoming tendering exercise and drive service providers to reduce their bid in order to be competitive. This would be likely to have the effect enabling the trust to achieve better value for money when the contract is due to be retendered.
60. In addition, the Commissioner considers that there are a number of variables in the contract which disclosure of the total annual costs would not reveal. For example, the trust's reason for choosing a particular service provider is unlikely to be based solely on cost as it will also be based on the quality of the service and the ability to deliver it. Therefore, even if service providers were to treat the total annual cost

as the trust's bottom line, it is likely that the trust would still be in the position to negotiate on those areas and achieve better value for money in that manner.

61. The trust has explained that the current contract is five years in length and is due to be retendered in October 2014. It therefore considers that the risk of prejudice is very real.
62. However, the Commissioner notes that at the time of the request on 25 April 2011 it was not due to expire for three and a half years. He considers that much has already changed in the economic climate since 2009 and that the given the difficult situation for public funding, the trust's negotiating position in 2014 is likely to change further still. It will therefore be difficult to closely compare the total cost of a bid made in 2014 with the total cost agreed in 2009.
63. The trust also sought to argue that the service provider's commercial interests would be prejudiced, allowing competitors to outbid it in the future. However, the trust has not provided the Commissioner with the service provider's position in respect of this, and therefore he will not consider the prejudice to their commercial interests any further.
64. The Commissioner again notes that the trust argued that the disclosure *would* prejudice its commercial interests rather than the 'would be likely' limb of the exemption which places a lesser evidential burden on the trust. The Information Tribunal stated that in considering the test of 'would be likely to prejudice' the 'chance of prejudice being suffered should be more than a hypothetical possibility; there must have been a real and significant risk'.
65. The claim that release of the total annual costs of the GP led centre would reveal the trust's bottom line is not supported by cogent evidence that this is the likely situation to occur in the retendering of the contract. The Commissioner considers that it is more likely that it will have the effect of creating greater competition between service providers, driving prices down in order to win the contract. He also considers that due to the length of time that will have passed between the agreement of the current contract in 2009 and the retender in 2014, the likelihood of prejudice will have diminished. This is because there are a number of factors, such as the financial climate, which will change within this 5 year period which are likely to impact on the final annual costs.
66. In the Commissioner's view, the lesser threshold of disclosure being likely to cause prejudice has not been met. He therefore considers that the higher threshold of would prejudice as claimed by the trust has not been met either. Consequently, the Commissioner has concluded that

the exemption at section 43(2) is not engaged. As the exemption is not engaged, there is no requirement to consider the public interest test in relation to this request. He therefore orders disclosure of this information.

Point 4 (d) & (e)

Does the exemption apply?

67. The trust initially explained that the total costs of the Urgent Care Centre (UCC) at Victoria Hospital was commercially sensitive as the total annual costs and the cost per patient combined would enable the calculation of the premises costs and service charges. The trust maintained that this would prejudice their position when tenders are issued to review the contract.
68. However, when the Commissioner asked to view the withheld information in relation to this request, the trust advised that it was unable to provide it as it could not separate out the costs for the UCC from the overall costs paid to the various contractors which included the provision of services unrelated to the UCC.
69. The trust provided the Commissioner with examples of how contractors are paid to operate the UCC. The APMS contractor at the Whitegate Health Centre also provides primary medical services at the UCC under the same contract. The contractor is paid a total sum for the provision of primary care services at both sites, but the figure is not split down to show how much is for services at the UCC and Whitegate Health Centre separately.
70. By way of a further example, the trust explained that the Out of Hours contractor also provides reception and triage services during normal hours at the UCC. The contractor is paid a global sum for all services. Again, there is no breakdown in the contract to show how much payment relates to out of hours services, and how much relates to reception and triage services at the UCC.
71. The Commissioner is satisfied that the trust does not hold the requested information in this request as the figures requested cannot be determined from the overall contracts for the various contractors who provide services at the UCC. The Commissioner considers that the exemption at section 43(2) does not apply as the information is not held.

Point 5 (c) & (f)

72. With regard to point 5 (c), the information requested is for the total annual costs paid by the trust for each APMS contractor. There are three

APMS contractors in the NHS Blackpool area; Bloomfield Medical Centre, St Paul's Medical Centre and Waterloo Medical Centre.

73. The Commissioner notes that he has considered the trust's position in respect of the total annual costs paid to one of the APMS contractors, Bloomfield Medical Centre, above in response to request 3 (c). He also notes that the trust has confirmed that its response in relation to request 3 applies to request 5. He does not therefore propose to duplicate his findings in relation to this request here.
74. For the reasons set out above in paragraphs 50 to 63 above, the Commissioner has concluded that section 43(2) is not engaged with respect to the information requested at point 5 (c). He therefore orders disclosure of this information.
75. The Commissioner has gone on to make a decision with regard to request 5 (f) for the approximate average annual cost per patient for each APMS contractor.

Does the exemption apply?

76. The average annual cost per patient at the three APMS contracted medical centres relates to the trust's commercial transaction with regard to the payments it makes for the provision of services to those patients. It is therefore information related to a commercial activity the trust is engaged in with regard to paying for the contracted services of a third party.
77. The Commissioner therefore considers that the withheld information falls within the scope of the exemption.

What is the nature and likelihood of prejudice?

78. The trust has provided the Commissioner with limited arguments with respect to the nature and likelihood of prejudice that would result from the disclosure of the average annual cost per patient. In its initial submission to the Commissioner, it stated that disclosure of information of this type would give the applicant information about the costs of the organisation due to the information the trust has already disclosed. The Commissioner made further enquiries with the trust regarding its application of section 43(2) to the information it was withholding. However, no further arguments were provided with respect of the average annual cost per patient at the three APMS contracted medical centres.
79. The Commissioner also notes that with respect of Bloomfield Medical Centre, the trust has agreed to disclose the average cost per patient attendance as requested at point 3 (f). Whilst, he notes that request 5

(f) is specifically for the average annual cost per patient, rather than the average cost per attendance, he considers that the information is substantially similar.

80. In the absence of any compelling arguments from the trust with respect of the average annual cost per patient, the Commissioner has concluded that section 43(2) is not engaged. He therefore orders disclosure of this information.

Right of appeal

81. Either party has the right to appeal against this decision notice to the First-tier Tribunal (Information Rights). Information about the appeals process may be obtained from:

First-tier Tribunal (Information Rights)
GRC & GRP Tribunals,
PO Box 9300,
LEICESTER,
LE1 8DJ

Tel: 0300 1234504

Fax: 0116 249 4253

Email: informationtribunal@hmcts.gsi.gov.uk

Website: www.justice.gov.uk/guidance/courts-and-tribunals/tribunals/information-rights/index.htm

82. If you wish to appeal against a decision notice, you can obtain information on how to appeal along with the relevant forms from the Information Tribunal website.

83. Any Notice of Appeal should be served on the Tribunal within 28 (calendar) days of the date on which this decision notice is sent.

Signed

**Pamela Clements
Group Manager, Complaints Resolution
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF**

Annex 1

1. *In relation to the premises rented by NHS Blackpool at Blackpool Football Stadium*
 - (f) *Which company or body leases the premises?*
 - (g) *How long does the lease run for?*
 - (h) *What is the annual rent paid by NHS Blackpool?*
 - (i) *What is the total area rented to NHS Blackpool and what is the rental per square metre?*
 - (j) *What other charges in relation to the premises e.g. service charges, are payable annually by NHS Blackpool?*

2. *In relation to the New Whitegate Health Centre*
 - (g) *Total cost of the building?*
 - (h) *Method of finance?*
 - (i) *Length of lease between NHS Blackpool and the developer?*
 - (j) *Annual payments made by NHS Blackpool to service the development including rent and all other charges?*
 - (k) *Square metres occupied by each GP Practice in the centre?*
 - (l) *Rental reimbursement made to each GP Practice in terms of cost per square metre?*

3. *In relation to the GP led centre in Whitegate Health Centre*
 - (g) *Name of provider NHS Blackpool has contracted for this service?*
 - (h) *Nature and length of contract?*
 - (i) *Hours of operation?*
 - (j) *Number of patients seen since opening?*
 - (k) *Average monthly number of patients seen since opening?*
 - (l) *Total annual costs paid by NHS Blackpool to operate this service, including all costs, payments to provider, premises and service charges?*
 - (m) *Average cost per case for each patient attendance?*

4. *In relation to the Urgent Care Centre based at Victoria Hospital Blackpool*
 - (g) *Name of provider NHS Blackpool has contracted for this service?*
 - (g) *Nature and length of contract?*
 - (h) *Hours of operation and number of patients seen since opening?*
 - (i) *Total annual costs paid by NHS Blackpool to operate this service, including all costs, payments to provider, premises and service charges?*
 - (j) *Average cost per case for each patient attendance?*

5. *In relation to APMS contracts awarded by NHS Blackpool to providers of primary care services*
- (g) *All APMS providers of primary care services commissioned by NHS Blackpool?*
 - (h) *For each provider, list the year the contract was awarded and the number of years each contract is set to run?*
 - (i) *Annual cost paid by NHS Blackpool to each APMS contract provider?*
 - (j) *For each provider, the opening hours and the list size and arrangements?*
 - (k) *Details of sanction and termination options if contract is not delivered according to specification?*
 - (l) *Average annual cost per patient for each provider?*