

Our Ref: PMCF

Blackburn with Darwen CCG  
Fusion House  
Blackburn

**Dr Mohammed Umer**

Local Primary Care – (BwD GP Federation)  
LOCAL PRIMARY CARE LTD  
c/o AMS ACCOUNTANTS MEDICAL LTD  
QUEENS COURT  
24 QUEEN STREET  
MANCHESTER  
UNITED KINGDOM  
M2 5H

24<sup>th</sup> April 2015

Dear Dr Umer

**Contract for services commissioned in respect of the Prime Minister's Challenge Fund to be entered into between NHS Blackburn with Darwen CCG and Local Primary Care (BwD Federation).**

I refer to our recent communications with regard to the provision of services corresponding to the Prime Minister's Challenge Fund. Please note that the capitalised terms used in this letter are set out from page 2 of this Letter.

NHS Blackburn with Darwen CCG wishes to make arrangements with the Contractor for the provision by the Contractor of the Services to patients of the practices listed in Appendix 1, and as soon as reasonably practicable after the Services Commencement Date to negotiate and conclude an APMS Contract with the Contractor in order to secure the proper provision of the Services for such patients as part of the relevant local pilot scheme.

We agree that we will negotiate in good faith to seek to agree the detail of and enter into an APMS contract in respect of the Services. Unless the arrangement agreed in this Letter terminates at any time for any lawful reason, from the Services Commencement Date the Contractor will provide the Services during the Interim Period in respect of which the APMS Directions shall be deemed to apply (and with which the Contractor agrees to comply in its delivery of the

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Services pursuant to the terms of the Letter) as if the requirements of the APMS Directions were set out in writing as applicable in full in this Letter.

Unless we shall have agreed the terms of and entered into an APMS Contract in respect of the Services prior to termination of the Interim Period, the obligations of the Contractor to provide the Services and on NHS Blackburn with Darwen CCG to accept the Services shall terminate on expiry of the Interim Period, provided that such termination shall be without prejudice to the accrued rights of either Party against the other under the terms of this Letter and under the APMS Directions.

In return for the provision of the Services, NHS Blackburn with Darwen CCG will pay the Contractor in accordance with the attached document headed 'Finance Schedule'. Any sums paid by NHS Blackburn with Darwen to the Contractor shall be subject to the satisfactory provision of the Services in accordance with the terms of this Letter and the APMS Directions.

The Contractor shall deliver the Services in such a way as neither to duplicate nor disrupt any provision of the services delivered under any other GMS/PMS or APMS Contract if relevant.

The provisions of this Letter supersede all previous agreements and understandings between us in respect of the Services and this Letter will be superseded by the terms of any agreed and completed APMS Contract and any such APMS Contract shall retrospectively govern the work that the Contractor carries out pursuant to this Letter or otherwise in respect of the Services prior to the APMS Commencement Date.

## Definitions

In this letter:

“APMS Commencement Date” means such date upon which the Parties execute an APMS contract in respect of the Services,;

“APMS Contract” means a contract that complies with the requirements of the APMS Directions;

“APMS Directions” means the NHS Alternative Provider Medical Services Directors 2013 (as amended);

“Board” means NHS Commissioning Board (referred to in this Letter as NHS England);

“Contractor” means Fleetwood Community Care Ltd, Fleetwood Health and Wellbeing Centre, Dock Street, Fleetwood FY7 6HP.

“APMS Contract” means the APMS Contract entered into between NHS Blackburn with Darwen CCG(1) Local Primary Care Limited (2) and all the practices within the aforementioned federation in relation to the Practice;

“Interim Period” means the period commencing on the Services Commencement Date and terminating on, the APMS Commencement Date or such shorter or longer period as the Parties may agree in writing;

“Letter” means this letter including its attachments;

“Party”/“Parties” means (as the context so admits or requires) either or both of respectively NHS Blackburn with Darwen CCG and the Contractor and the words “we” and “us” shall be construed accordingly;

“Practice(s)” means all those included with the Local Primary Care limited federation

“Prime Minister’s Challenge Fund” means the scheme in respect of improving access to and innovation around GP services announced in October 2013;

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“Services” means the services more particularly set out in the Specification;

“Services Commencement Date” means 24<sup>th</sup> April 2015;

“Specification” means the services set out in the attached document entitled ‘Service Specification’

Please sign and return the enclosed copy to signify your agreement to the terms of this Letter.

Yours sincerely

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Roger Parr

**For and on behalf of NHS Blackburn with Darwen CCG**

I hereby accept the terms of this Letter for and on behalf of local primary care limited representing all GP practices in the Blackburn with Darwen Federation

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Dr Mohammed Umer

## **FINANCE SCHEDULE**

Maximum Allocation: £3,165,000

Payments up to maximum allocation, based on agreed finance due diligence exercise

## **SERVICE SPECIFICATION**

The service will be delivered within the specification described within the PMCF Bid.