

Memorandum of Understanding (MoU)

for the specified

Primary Care Medical Devices

Between

North West London Integrated Care Board (NWL ICB)

and

Insert PCN Name

Date: 24/01/2023

Version: v0.8

1. PARTIES

- 1.1 North West London ICB, 15 Marylebone Road, London NW1 5JD
- 1.2 **Insert Practice name/lead practice on behalf of** (the PCN).
Insert PCN Registered Address

2. BACKGROUND & PURPOSE

- 2.1 North West London ICB are making a one-off funding contribution that can be claimed by Primary Care Networks until **28th February 2023**, to support the purchasing or renewal of medical devices being used for the delivery of enhanced primary care medical services.
- 2.2 Inner North West London boroughs under Central, West, Hammersmith, Hounslow & Ealing (CWHHE) originally purchased equipment as part of the Out of Hospital Services Programme (OOHS). The equipment provided was as follows:
 - Welch Allyn ABPM-6100 24hr Ambulatory Blood Pressure Monitor
 - Welch Allyn CardioPerfect Electrocardiogram PC based PRO ECG
 - EasyOne PC Primary Care Spirometer Package
 - CoaguCheck XS Full Kit
- 2.3 The large majority of this equipment is now obsolete with warranty and support that has now expired and needs replacing to mitigate the risks associated with their continued use.
- 2.4 Non-recurrent funding has been made available for NW London Primary Care Networks to purchase or renew medical devices to support the delivery of the following services¹:
 - 24hour Ambulatory Blood Pressure Monitoring
 - Routine Electrocardiograms
 - Warfarin Initiation and Monitoring
- 2.5 This MoU sets out the commitments and responsibilities of the Primary Care Network, the ICB and the terms for receiving funding.

3. ROLES AND RESPONSIBILITIES

- 3.1 The Primary Care Network will:
 - Be delivering associated enhanced services in 23/24.
 - Engage with their member practices regarding the current equipment being used within their network, providing clear information about their current medical devices.
 - work with practices in their PCN to review current devices across their PCN as part of the process to support ambitions of a joined-up approach to remote Long Term Condition management.
 - Maintain an assets register of all medical devices purchased using this funding, as well as any existing devices still in use, and appropriately distribute across the network for the delivery of enhanced primary care services
 - Ensure that all practice sites have removed obsolete Medical devices and removed aged SQL 2008/14 instance linked to aged medical devices by 2024
 - Purchase equipment from a pre-existing supplier who has been accredited, these are currently Welch Allen (www.hillrom.co.uk) and Seca Medical (www.seca.com)
 - Seek Advice from NWL ICB ICT operations before any purchase of equipment from another supplier is initiated as they will require accreditation. nhsnwl.medicaldevicemoufeedback@nhs.net
 - Take on responsibility for purchase of the medical devices as well as any on-going management and replacement of purchased medical devices.
 - Provide evidence of purchase and warranty for medical devices with the claim template to nhsnwl.medicaldevicemoufeedback@nhs.net at North West London ICB for the full value being claimed by the **28th February 2023**

¹ Please note equipment associated with spirometry is excluded as it is already built into the enhanced services tariff for delivery.

3.2 The North West London ICB will:

- Offer support with introductions to and negotiations with medical device suppliers.
- Release funding, on receipt of an invoice or other proof of purchase no later than **31st March 2023**

4. FUNDING ALLOCATION AND BREAKDOWN

4.1 North West London ICB have made available funding on a per weighted patient basis subject to adherence to this MoU, the value of which will be as follows

- **£0.20p** per registered patient for all inner borough PCNs (Central, West, Hammersmith & Fulham, Hounslow, Ealing)
- **£0.50p** per registered patient for all outer boroughs PCNs (Brent, Harrow, Hillingdon)

Weighted list sizes used as at 1st April 2022.

4.2 Outer boroughs are being offered additional funding to acknowledge many PCNs will be starting this service for the first time and have not received the same level of equipment investment that inner boroughs have.

4.3 The funding provided by the ICB can only be used for the following:

- To support with replacement of existing aged medical devices.
- To contribute towards the purchase of additional medical devices and/or upgrade of existing medical devices
- Implementation of Devices Purchased

4.4 The funding must be spent in accordance with 2.4 above before or no later than **31st March 2023** and proof of purchase must be provided to the ICB to enable prompt reimbursement up to the maximum amount per PCN.

5. KEY OBJECTIVES

5.1 To provide support to practices and improve access to primary care through sustainability of medical device usage.

5.2 To support at scale delivery of primary care services and management of long term conditions through the use of medical devices.

5.3 Support readiness of Primary Care Networks for providing NW London Enhanced Primary Care services from the **1st April 2023**.

6. PRINCIPLES OF COLLABORATION

6.1 All parties to this MoU will use their reasonable endeavours to co-operate in the purchase and/or upgrade of existing medical devices as set out in this MOU.

6.2 All parties will adhere to the terms set out in this MoU and supporting appendices.

7. ESCALATION AND DISPUTE RESOLUTION

7.1 If either party has any issues, concerns or complaints about the Plan, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of negotiation to decide on the appropriate course of action to take.

7.2 We do not envisage any formal disputes as this is a straightforward claims process. However NHS Resolution would be approached to act as independent arbiter to support dispute resolution

7.3 NW London ICB point of contact nhsnw.medicaldevicemoufeedback@nhs.net

8. DURATION

8.1 This MoU shall become effective upon signature by both parties, and will remain in effect until **the 31st March 2023**, unless otherwise varied or terminated by the parties by written agreement.

9. VARIATION

9.1 This MoU, including the accompanying appendices, may only be varied by written agreement of both parties.

10. TERMINATION

10.1 Where the termination is not a mutual agreement, Parties should refer to Clause 6 (Escalation and Dispute Resolution) of this MoU.

11. STATUS

11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

12. SIGNATORIES

ICB Representative Name:

ICB Representative Signature:

Lead Practice Representative Name on behalf of PCN:

PCN Lead Practice Representative Signature