**Memorandum of Understanding (MoU)**

for the

Recharge of SMS patient messaging fragments

Between

NW London Integrated Care Board

and

NW London GP practices

**Date:** Click here to enter a date.

Please submit signed copies to: nhsnwl.digitalfirst@nhs.net

### PARTIES

1. **NW London CCG, 15 Marylebone Road, London NW1 5JD**.
2. **Insert Practice name / lead practice on behalf of** Insert GP Practice address / Registered office of Practice.

### BACKGROUND & PURPOSE

* 1. North West London ICB committed to fund SMS costs in Primary Care, for 3 years (from April 2023-March 2026). This funding covers: License costs for patient messaging and booking messaging, with Accurx for 3 years in all NW London GP practices. 67.5 million SMS fragments costs over 3 years.
	2. A contribution to funding of SMS fragments is allocated to all GP practices based on their weighted population list size on an annual basis. This funding has reduce incrementally from April 2023. The first year (23/24) was set at 60p per patient, year two (24/25) was 45p per patient and the final year of this agreement (25/26) is 30p per patient. The total ICB budget for text messaging covers various components, including: AccurX SMS Fragments, Clinical system messages (TPP and EMIS), PATCHs generated SMS,  eConsult generated SMS (in Ealing only), Accurx Plus licenses, AccuBook functionality.
	3. SMS patient messaging is a core functionality of the day-to-day operations of a GP practice and provides a quick way of communicating with patients that is safe and effective. GP practices in North West London have been sending SMS patient messages to patients for many years, this increased during COVID-19, however with no national or regional funding there is a shift towards this being funded at a PCN or GP practice level. The ICB provides monthly SMS fragment data to ensure that GP practices are aware of their current SMS fragment spend against the yearly allocation.
	4. North West London ICB hold and manages the contracts with the SMS, clinical system and Online Consultation suppliers (PATCHs and eConsult). Costs associated with the delivery of this contract are re-charged to practices in accordance with item 2.2
	5. This SMS patient messaging MoU is to set out
* how SMS fragment allocations are calculated for each practice
* how the maximum funding is then allocated to individual GP practices and
* the agreement that the ICB will recover additional costs from GP practices if they exceed their maximum SMS fragment allocation.

###  ROLES AND RESPONSIBILITIES

* 1. North West London ICB will commit to fund the license fee costs for SMS patient messaging and booking messaging and 30p per patient form April 2025-March 2026.
	2. North West London ICB will continue to provide SMS patient messaging dashboard and communications, which is designed to support GP practices with the monthly and annual financial planning in case GP practices exceed the SMS fragment allocation.
	3. The GP practice will review the dashboard and monitor their use of fragment allocation to manage and mitigate the possibility exceeding their fragment allocation.
	4. The GP practice accepts that if they exceed their fragment allocation (shown as Purple on the dashboard) then North West London ICB will recover the additional costs from the practice.
	5. North West London ICB will calculate the recharge cost based on the overall expenditure across a PCN. GP practices will be notified of any recharge amount, this will be calculated per quarter and then be deducted at the next available monthly payment run, which will appear on the PCSE pay statement.

### FUNDING ALLOCATION AND BREAKDOWN

* 1. North West London ICB committed to fund SMS costs in Primary Care, for 3 years (from April 2023-March 2026). This funding covers: License costs for patient messaging and booking messaging, with Accurx for 3 years in all NW London GP practices. 67.5 million SMS fragments costs over 3 years.
	2. SMS fragments funds are allocated to all GP practices based on their weighted population list size each year. The total ICB budget for text messaging covers various components, including: AccurX SMS Fragments, Clinical system messages (TPP and EMIS), PATCHs generated SMS, eConsult generated SMS (in Ealing only), Accurx Plus licenses, AccuBook functionality.
	3. The SMS fragment allocation is 30p per weighted patient from April 2025-March 2026

### KEY OBJECTIVES FOR THE MoU

* 1. The key objectives of this MoU is to set out the allocation process and the process for recovering costs for SMS fragments from practices should they they exceed the 30p per weighted patient SMS patient messaging allocation for 2025-2026 then the ICB will claim back the costs via the GP practice PCSE statement.

### PRINCIPLES OF COLLABORATION

* 1. All parties to this MoU will use their reasonable endeavours to ensure where possible they remain within their notional funding allocation.
	2. Where practices exceed their allocation they are expected to fully co-operate in the recharge of SMS fragment costs that exceed the funding allocation provided (30p per patient in 25/26).
	3. All parties will adhere to the terms set out in this MoU and supporting appendices.

### ESCALATION

* 1. If either party has any issues, concerns or complaints about this agreement, 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.

### DURATION

* 1. This MoU covers the use of SMS between the periods 1st April 2025 and 31st March 2026.

### VARIATION

* 1. This MoU, including the corresponding appendices, may only be varied by written agreement of both parties.

### STATUS

* 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.
	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.

### SIGNATORIES

Practice Representative Name:

Practice Representative Signature:

Date Signed by Practice:

### North West London ICB Representative Name:

North West London ICB Representative Signature:

Date Signed by North West London ICB: