



# **NHS South East London Integrated Care Board**

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## **Service Level Agreement**

**Between**

**NHS SEL ICB**

**and**

**[Insert organisation name]**

## Service level agreement

### Between

The ' <b>Service Provider</b> ':	Digital team of NHS South East London Integrated Care Board
	<b>Registered address:</b> Head Office, 160 Tooley Street, London. SE1 2QH

And

The ' <b>Service user</b> ':	[INSERT ORGANISATIONS NAME]
	[Insert Registered address of the organisation]

<b>Document reference number:</b>	SLA24.001
<b>Version Control:</b>	1.0
<b>Date published:</b>	March 2024
<b>Term:</b>	Financial Year 24/25
<b>Service:</b>	Short Message Services (SMS)

## 1. Agreement purpose

This document defines the Service Level Agreement (SLA) for the provision of Short Message Services (SMS) by:

<b>The ICB:</b>	<b>NHS South East London Integrated Care Board (SEL ICB)</b>
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To

<b>The Practice or Service user:</b>	<b>[Insert name of organisation]</b>
<b>ODS Code:</b>	<b>[Insert ODS Code of organisation]</b>

This Service Level Agreement is designed to provide clarity on the annual SMS fragments/funding contribution by the ICB and defines the responsibilities of both parties concerning:

- SMS fragment allocation for the financial year 2024/25 and
- SMS usage invoicing and reporting provision once agreed SMS allocation is exceeded
- Fair share allocation transfers in the event that a practice decides not to sign this SLA

Both parties agree to accept the terms and conditions contained in this Service Level Agreement and are bound by them for the duration of the service agreement.

## 2. Duration of Agreement

This Service Level Agreement shall become binding and effective as of the date of commencement.

<b>Date of Commencement:</b>	01/04/2024
<b>Expiry date:</b>	31/03/2025
<b>Contract duration:</b>	12 months

This Service Level Agreement will run until the expiry date or the date the Practice or Service User chooses to transfer to a self-funded gateway, whichever is earlier.

## 3. Definitions

Definitions in relation to this Service Level Agreement are:

<b>Term</b>	<b>Definition</b>
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'SMS Fragments'	Is the chargeable unit for a message based on the number of characters used. <ul style="list-style-type: none"> <li>• 1 Fragment – 160 characters</li> <li>• 2 Fragments – 306 characters</li> <li>• 3 Fragments – 459 characters</li> <li>• 4 Fragments – 612 characters</li> </ul>
'Allocated SMS Fragments'	The annual fragments allocated to the Practice or service user based on their patient list size.
'Excess SMS Usage'	The SMS fragments sent by the Practice or Service user that exceed the allocated SMS fragments.
'Commencement date'	the date that the ICB commences delivery of the service to the Practice or service user.

## 4. Accountability

Practices or service users need the ability to communicate two-way written communication to patients for purposes including but not limited to the following:

- Reminders of forthcoming appointments
- Requests for patients to make appointments for example: immunisations, routine reviews, and blood tests.
- Notifications of missed appointments (DNAs)
- Notifications of test results

To facilitate this, SEL ICB has commissioned options to enable this functionality, namely:

- SMS using Accurx platform.
- Email using Accurx platform.
- NHS App messaging using Accurx platform
- NHS email

The expectation is for practice users to utilise and promote all means and channels to ensure that communication between the Practice and patient is uninterrupted and seamless.

If the Practice chooses to utilise **only SMS** and subsequently exceeds their allocated SMS fragments, they will be liable for all additional costs incurred in relation to the excess SMS usage.

## 5. Pricing

The pricing for the SEL ICB level SMS contract has been negotiated and fixed at **£0.0199** per fragment and is based on the current contract with Accurx, as part of the ICB procured service for remote consultation platform. This price is best available at scale price currently and will be valid for the duration of the remote consultation contract.

For practices that use additional fragments beyond their allocation, AccuRx will invoice them directly at the same at scale price point above. Further details can be found in the points

below.

## 6. Payment Terms

Accurx will invoice the Practice directly for excess fragment usage and payment will be based on their agreed payment terms which are 14 days from date of invoice.

## 7. Excess SMS Usage invoicing and reporting

- Practices can review and monitor their utilisation from the Accurx practice dashboard anytime [Accurx Desktop: Usage Dashboard for Fragments | Accurx Help Centre](#)
- Practices will be provided with a monthly SMS fragment utilisation report, showing fragments used per month and the remaining/excess fragments based on the allocated annual fragments.
- If a practice exceeds its allocated annual fragments, Accurx will invoice them directly for the excess fragments until the end of the year when the annual fragment allocation will reset.

## 8. Scope

### 8.1. Services in scope

This document covers SMS fragments commissioned by the ICB on the following basis:

#### ICB commissioned SMS services

- The annual funding equivalent to 20 fragments per patient has been allocated to each Practice based on the patient list size per the February NHSD published report ([Patients Registered at a GP Practice - NHS Digital](#)). This list size will be fixed for the duration of the SLA.
- The fair share allocation for each practice is calculated as follows:  
  
**- Patient population x 20 fragments x £0.0199**
- If the Practice exceeds their allocated SMS fragments, they will be liable for the extra costs.
- **The ICB reserves the right to provide additional fragments to the Practices or Service Users** throughout the period of the Service Level Agreement without requiring an additional Service Level Agreement or addendum.

### 8.2. Services not covered under this Service Level Agreement

- Patient messages sent via the NHS App are not included in this Service Level Agreement as these do not incur any additional cost to the ICB.

- Emails via NHS mail and Accurx platform are not included in this Service Level Agreement as these do not incur any additional cost to the ICB.

## 9. Service Review

The provision of allocated SMS fragments shall be reviewed on an annual basis based on contractual arrangements, budget provision and market costs.

## 10. Variations to the Agreement

No amendments to the agreement, nor any additional or substitute clauses thereto shall be valid unless made in writing expressly requesting an amendment to the agreement and executed on behalf of both parties.


Both parties shall maintain a complete and accurate copy of the Service Level Agreement and any change control notices.

## 11. Termination

Termination of this Service Level Agreement shall be at the end of the 12 months term ending 31 March 2025.

## 12. Service Level Agreement

This Agreement has been entered into by the Parties or their duly authorised representatives on the date of commencement.

Signed by the authorised representative of the 'Service Provider' (SEL ICB)	
<b>Name:</b>	Nisha Wheeler
<b>Title/Position:</b>	Director of ICT & Information Governance
<b>Signature:</b>	
<b>Date:</b>	01/03/2024

Signed by the authorised representative of the 'Service User' (Practices)	
<b>Name:</b>	
<b>Title/Position:</b>	
<b>Signature:</b>	
<b>Date:</b>	