

MEMORANDUM OF UNDERSTANDING


Date: 3rd September 2020

Between Staffordshire LOC ("the LOCs") and Primary Eyecare Services Limited ("the Primary Eyecare Company"), Company Registered Number 6722353, Registered Office Address Waulk Mill [2.3], 51 Bengal Street, Manchester. M4 6LN.

Whereby it is acknowledged and agreed that:

- 1) It has been incorporated by the LOCs to act on behalf of all Contractors in the LOC areas as a sole provider intermediary for extended services with Commissioners.
- 2) The Primary Eyecare Company will act at all times in the best interests of all the Contractors in the region it covers. It is the vehicle for the single provider commissioning of eye care services. It will ensure that all Contractors who wish to participate in providing those services and have the appropriate equipment and accreditation will be able to do so if they so wish, either at the start of such services being contracted for, or at any time in the future.
- 3) The Primary Eyecare Company will appoint a clinical governance and performance leads for eye care services contracted and will ensure that they work with the company and with the contractors to ensure that the contractors meet the requirements of the commissioners in providing the services. The LOC will appoint a PEC liaison who will act as the LOC link between the LOC and Primary Eyecare Company and support the clinical governance and performance lead in local discussions as required.
- 4) LOCs will retain their leading role of negotiating new service developments with commissioners with the support of the Primary Eyecare Company and LOCSU. The Primary Eyecare Company will assume the responsibilities to deliver and manage commissioned services.
- 5) The Primary Eyecare Company will ensure that Contractors providing the services enter into a contract with the Primary Eyecare Company that replicates the terms of the contract that the Primary Eyecare Company has entered into with the Commissioner of the services.
- 6) The Primary Eyecare Company will budget for an annual surplus sufficient to ensure it has adequate working capital to operate. Any surplus in excess of such requirement will be utilised for the benefit of Contractors (subject to any appropriate reserves policy).
- 7) At all times, the Primary Eyecare Company will act with openness and transparency and will not bring LOCs or its Members into disrepute.
- 8) The Primary Eyecare Company will provide such management accounts and explanations of its activities to LOCs that they may reasonably require together with regular briefings.
- 10) The Directors of the Primary Eyecare Company will only conduct such activities in the best interests of Contractors. Its Directors will ensure that its costs of operation are kept to the absolute minimum to trade both legally and appropriately in the best interests of all Contractors
- 11) This Memorandum of Understanding will be available at all Board Meetings and will be a standard agenda point at all Board Meetings for the Chair of the meeting to refer all Directors attending to note the terms.
- 12) This Memorandum of understanding will supersede all previous versions of such agreements.

For and on Behalf of STAFFORDSHIRE LOC by:

Signed:  (Chair) Name: IRFAN RAZVI Date: 14/9/20

For and on Behalf of Primary Eyecare Services Limited by:

Signed: (Chair) Name: Trevor Warburton Date: 08/10/20
Director