

Summarised Minutes of the Emergency Board Meeting held on the 24th May 2011

1. Present: Gillie Newcombe (GN) Chair, John Stedman (JS) Treasurer, Yvonne Wardrop (YW) Vice Chair, John Crowter-Jones (JCJ), Margaret Coles (MC), Ann R Crawford (ARC), Margaret Woolacott (MW), Jean Daley (JD), Tony Langmead (TL), Cliff Bell (CB). Also Admin Assistant Andrea Chick as note taker.
Apologies: Jean Daley, Yvonne Wardrop

2. Minutes 13th May 2011

As this was an Emergency Board meeting, it was felt that there was not a necessity to sign the previous Board meeting's minutes. This would be done at the next ordinary meeting.

3. Matters Arising

Draft SLA with Fusion Consortium: GN passed the meeting over to JS as lead member on this. JS gave the reasons why he thought that SCfD could not sign off the SLA (hereafter referred to as 'the contract') at this stage. He said that the contract basically appears to be a copy of the contract between DCC and Fusion with the word SCfD inserted where previously the word Fusion had been inserted. It was not specific to the SCfD and it needs to be properly customized. JS felt that it has errors in it, omissions that we would expect to see in there and quite unacceptable clauses. There is a commercial clause which says that if Fusion don't receive payment from DCC they will not pay their subcontractors and JS said that this is totally out of order.

JS also felt that there are certain elements that comprise our autonomy – the contract doesn't provide specific outcomes that, if we are going to be measured by them, we need to know what these outcomes are. JS said that we need to think about the ongoing stability for the SCfD and this contract seems to be written in such a way it does not give any assurances as to the ongoing funding for it. In fact it infers quite the opposite. It proposes a threat to our staff who have worked hard and would not like to see their positions compromised. JS said that SCfD need to ask for a time period to review, obtain legal advice and make the changes for us to be able to sign the contract; other members have queried whether we go ahead with the contract at all and we need to discuss this today.

JS proposed that that the contract must be signed by two members of the SCfD and that it should be two Board members or one Board member and a member designated by the Board approved to sign the contract. CB seconded and it was unanimously agreed.

MW asked what are we going to do at the end of all this and there is still some queries about us being a charity. She also voiced her concern at what the other organisations that are waiting to go think of the SCfD as a body who have caused all this disruption at the eleventh hour. She thought it would be a black mark against the SCfD which will put us in a bad situation and let our reputation down. GN agreed and thought it would ruin our reputation with DCC and the NHS and that there were groups who would be extremely willing to take our place in this consortium. JS said he understood what they were saying but felt that we would be negligent and not acting properly if we did not study the contract further adequately before signing.

Alan Rayner and Ken Crawford (SCfD members) had put together some comments regarding the contract which had been circulated previously. Following a discussion TL proposed that all of the comments be put together into one document in readiness for the Fusion meeting. CB seconded and all were in agreement. AC to incorporate the two documents into a letter format.

MC reported that she had been to a Network Action Group (NAG) meeting where Sarah Croft from Fusion had done a presentation on the Fusion Gateway. MC asked if SCfD would be involved with this Gateway, as she didn't like to think that we would have to go through Fusion Gateway. GN confirmed that this would not be the case as at the NAG meeting in Exeter which she attended, she didn't take the presentation as meaning this in that way at all. MC thought that it would tie our hands if we had to go through the Fusion Gateway. GN felt that it was difficult and if the SCfD decided to go in, and she thought we should, we should go in with our eyes open and do a "suck it and see scenario" – go in with a strong voice, see what we can and can't do and if members and Board think it hasn't worked, we come out after that. This would give us two years of funding in this situation. She thought the contract is wrong but put ARs and KC comments to them. GN said there are other things we could add, and JS had been involved with them, so that when AC has done her bit, JS can then add some more bits. GN thought SCfD should have had their own individual contract and she begged the SCfD to go in for only 9 months, get it right for the Seniors but we would only have the 9 months and we would do it.

JS said that they had talked about the need to have time to review the contract and he suggested that the Board ask for a month's grace so that we could do this and to seek legal advice. His proposal was:

- a) Ask for a month's deferral to be able to review the contract.
- b) Seek legal advice as a limited company we had an obligation to our members to do this.

CB seconded the proposal.

TL amended the proposal to read:

- a) We will send the original contract and revision to our legal advisor who will respond in a reasonable amount of time.
- b) To send the contract, along with the document that AC will produce outlining the amendments, back to Fusion telling them that as Directors of a limited Company we have an obligation to take legal advice and we will come back to them in a reasonable time.

JS seconded this and the proposal was put to the vote

For: CB, JS, ARC and TL (4)

Against: MW, GN and JCJ (3)

Abstention: MC (1)

The proposal was carried. After the vote GN said that she would not be able to continue to represent the SCfD in respect of the consortium discussions.

Board members other than GN and JS had not seen the D7 Award Criteria Question and Answer document. Copies were done and circulated to the meeting. GN said that Fusion would be going through this document at the meeting on Friday as they would like to have our alterations and comments. CB thought that some of the answers were brilliant.

JS confirmed that he could not attend the meeting with Fusion on Friday and asked if someone would go in his place. CB proposed MC and TL as he thought a different representative (TL as MC had already been to a Fusion meeting) would see a different view. All agreed. AC to inform Debbie Avery of Fusion and request confirmation of the venue and time of the meeting along with a proposed agenda.

Comments were made on questions D1 to D10 but as the meeting had to end, Directors were asked to forward further comments to AC as soon as possible so she could submit them to Fusion by the end of Thursday.

4. **AOB**

No time to discuss other matters.

5. **Board Meetings**

24th June, 29th July, 19th August, 30th Sept, 28th Oct, 25th Nov, 16th Dec 2011