

Report To: INVERCLYDE COUNCIL **Date:** 14 DECEMBER 2010

Report By: CORPORATE DIRECTOR
REGENERATION AND
ENVIRONMENT **Report No:** JD/LA/636/10

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Subject: Inverclyde Community Health and Care Partnership (CHCP) –
Administrative Arrangements.

1.0 PURPOSE

1.1 The purpose of this report is to

- (i) outline certain changes required to the Inverclyde Council's Standing Orders and Scheme of Administration to facilitate the operation of the new Council sub-committee known as the Inverclyde Community Health and Care Partnership (CHCP), the establishment of which was confirmed by the Council at its meeting on 7 October 2010. The relevant changes are set out in Appendix 1 to this report;
- (ii) propose that the CHCP sit in place of the Health and Social Care Committee on four out of five of its scheduled meetings in each cycle of meetings; and
- (iii) present for members' consideration proposed Standing Orders to govern the conduct of meetings of the CHCP sub-committee.

2.0 SUMMARY

- 2.1 On 26th August 2010 the Health and Social Care Committee ('the Committee') agreed the establishment of Inverclyde Community Health and Care Partnership (CHCP). This was noted and agreed by a meeting of the Council on 7th October 2010.
- 2.2 At the aforesaid meeting the Committee also agreed to delegate authority to the CHCP sub-committee to oversee the operations of the Inverclyde Community Health Care Partnership. It is proposed that the Health and Social Care Committee will meet on one occasion per annum as a monitoring Committee of the CHCP's activities. The CHCP will meet on four occasions per annum to carry out the functions previously undertaken by the Health and Social Care Committee.
- 2.3 The Inverclyde Council's Standing Orders and Scheme of Administration will require to be amended to allow the CHCP to meet in place of the Health and Social Care Committee on four of the five scheduled meetings per annum.
- 2.4 The Scheme of Establishment previously agreed by the Health and Social Care Committee and the Council sets out the functions that the new sub-committee will undertake, but for the purposes of this report, these are essentially the functions

undertaken by the Health and Social Care Committee together with several functions previously undertaken by Greater Glasgow and Clyde Health Board.

- 2.5 Given the nature of the CHCP sub-committee, it is appropriate that it has its own Standing Orders to govern the conduct of its meetings and which acknowledge the fact that the sub-committee is not akin to other sub-committees or indeed, committees of the Council. Proposed Standing Orders are attached at Appendix 2 for consideration of the Council.

3.0 RECOMMENDATION

- 3.1 It is recommended that members approve:-

(i) the alterations to the Council's Standing Orders and Scheme of Administration, all as detailed in Appendix 1 hereof;

(ii) the proposal that CHCP sub-committee sits in place of the Health & Social Care Committee on four out of five of its scheduled meetings in each cycle of meetings; and

(iii) the proposed Standing Orders detailed in Appendix 2 hereof as the Standing Orders to govern the conduct of meetings of the CHCP sub-committee.

Legal & Democratic Services

4.0 BACKGROUND

- 4.1 As outlined in paragraph 2 hereof, the Council has agreed to the establishment of a sub-committee of the Health & Social Care Committee to oversee the operation of the Inverclyde Community Health Care Partnership.
- 4.2 Although both bodies forming the partnership remain as distinct and separate legal entities, in terms of the partnership the sub-committee will be the body through which the Partnership operates in terms of the functions detailed in the Scheme of Establishment.
- 4.3 To facilitate the operation of the Partnership, certain amendments are required to the Council's Standing Orders and Scheme of Administration. These alterations are as detailed in Appendix 1 hereof.
- 4.4 In addition, separate Standing Orders will require to be approved by the Council which will govern the proceedings of meetings of the CHCP sub-committee. Proposed Standing Orders in this regard are contained within Appendix 2 hereof for consideration by members.

5.0 IMPLICATIONS

- 5.1 Finance: The Council will still retain statutory responsibility for social work functions and the budget thereof. As such, changes to the Standing Orders to help govern the CHCP do not in themselves have any financial impact.
- 5.2 Legal: The legal implications are as outlined in the report.

6.0 CONSULTATION

- 6.1 The Corporate Director Community Health and Care Partnership has been consulted.

PROPOSED CHANGES TO INVERCLYDE COUNCIL'S STANDING ORDERS AND SCHEME OF ADMINISTRATION

1. Standing Order 1 – definitions

Delete existing definition of “Committee” and replace with:

Any reference to a “Committee” shall, unless the context otherwise requires, include a reference to a Sub-Committee other than the Community Health and Care Partnership.

2. Standing Order 52 – Decisions and Ultimate Power of Council

Delete existing Standing Order 52 and replace with:

Without prejudice to any decision taken by a Committee, other than the Inverclyde Community Health and Care Partnership sub-committee (CHCP), in exercise of delegated powers, the Council may at any time deal with any matter included in a reference to a Committee and that notwithstanding that no report from such Committee is before it.. The Council can make recommendations to the CHCP in relation to such matters.

3. Standing Order 59 – Application of Standing Orders to Committees

Delete the first paragraph of Standing Order 59 and replace with:

Without prejudice to the foregoing Standing Orders, the Standing Orders of the Council shall apply mutatis mutandis, to meetings and proceedings of Committees, other than the Community Health and Care Partnership, but subject always to the following deletions, amendments or variations:

4. Standing Order 60 – Participation of Other Members

Add new Standing Order 60(e)

Standing Orders 60 (a),(b),(c) and(d) does not apply to the Community Health and Care Partnership.

5. Standing Order 61 – Scheme of Administration

Add new 61(d)

The Community Health and Care Partnership shall be governed by a set of Standing Orders relating solely to that particular sub-committee.

6. Standing Order 62 – Quorums

Add new Standing Order 62(g):

Quorate issues of the Community Health and Care Partnership together with any governance issues arising therefrom shall be dealt with in accordance with that sub-committee's Standing Orders.

7. Scheme of Administration Paragraph 3.2

Delete existing Paragraph 3.2 and replace with:

Where the Council has delegated any class of functions to a Committee, other than in respect of functions delegated to the Community Care and Health Partnership, it shall retain the power to delegate any one of those functions to another Committee on a particular occasion when, by reason of the nature of the matter, in the opinion of the Council, it ought to be so referred.

8. Scheme of Administration Paragraph 5.1(a)

Delete existing paragraph 5.1(a) and replace with:

Unless otherwise specifically decided by a Strategic Committee, the decision made by any sub-committee other than the Community Health and Care Partnership, shall require confirmation by its parent Committee

9. Scheme of Administration – Paragraph 5.2.4

Add :

Inverclyde Community Health and Care Partnership

10. Scheme of Administration – Paragraph 7.4

Delete existing Paragraphs 7.4.0 to 7.4.1.8 and replace with:

7.0 The Committee shall have the corporate responsibility for monitoring the activities of the Inverclyde Community Health and Care

Partnership. The Committee will sit once per annum, with the CHCP sitting on all other occasions which would ordinarily have been a sitting of the Health and Social Care Committee. The annual meeting of the Health and Social Care Committee will be decided upon by the Convener in agreement with the members of the CHCP.

11 Scheme of Administration – Paragraph 13 (new)

Add new Paragraph 13, which essentially copies the old Paragraph 7.4

7.13 INVERCLYDE COMMUNITY HEALTH AND CARE PARTNERSHIP

7.13.0 The sub-committee shall have the corporate responsibility for –

- Strategic Health Issues;
- Health Improvement;
- Integrated Children’s Services;
- Child Protection;
- Homelessness.

The sub-committee shall have responsibility for all duties previously delegated to the Health and Social Care Committee. The duties of the sub-committee can be seen within the Scheme of Establishment agreed with Greater Glasgow and Clyde Health Board. In the directorate planning, performance management reporting and financial monitoring for the following service areas:-

- Social Work/Criminal Justice;
- Community Care and Strategic Services;
- Support and Development (Social Work).

The sub-committee will have the following specific service functions:-

7.13.1 Social Work Services

7.13.1.1 General Functions

- (a) To discharge the Social Work functions of the Council;
- (b)
 - i. To be responsible for monitoring the budget and supervising the management of the Social Work Service. The Inverclyde Council will retain the responsibility for discharging the Council’s statutory duties, and responsibility for such duties at all times rests with elected members as provided for in the sub-committee’s scheme of establishment.
 - ii. To consider the development and review of *inter alia*, the following matters:
 - Poverty issues
 - Welfare Rights

- Research
- Training of Staff

7.13.1.2 Specific Functions: Community Care

- To discharge the functions of the Council relating to Community Care;
- To be responsible for the supervision, development and review of services relating to community care clients including fieldwork, residential, day and domiciliary care;
- To approve implementation and monitoring of Service Plans to cater for the needs of community care clients;
- To consider applications for financial assistance from organisations concerned with matters relating to community care clients'
- To deal with matters relating to commissioning/contracting of services with the independent sector;
- To consider further joint planning and services with NHS Greater Glasgow and Clyde in all matters relating to care in the community including joint and support funding, resource transfer and issues relating to the implementation of the Joint Community Care Plan.

7.13.1.3 Specific Functions : Health

To discharge all functions and to deal with all matters relating to Health.

7.13.1.4 Specific Functions: Child Care

- To discharge the functions of the Council relating to Child Care;
- To be responsible for the supervision, development and review of services relating to children;
- To consider policy matters relating to adoption; Permanence Orders and Permanence Orders with authority to adopt;
- To approve implementation and monitoring of Service Plans in respect of the needs of children;
- To consider applications for financial assistance from voluntary organisations concerned with matters relating to children;
- To consider the future needs for residential provision in respect of children;
- To deal with matters relating to voluntary homes and residential schools maintained in respect of the assumption of Parental Rights;
- To discharge the function of the Council in respect of the assumption of Parental Rights;
- To consider reports on the death of a child in care;
- To be responsible for developments in services for children with special needs.

7.13.1.5 Specific Functions: Criminal Justice

- To discharge the functions of the Council in respect of Social Work

- Services in the criminal justice system;
- (b) To ensure that Council Services meet the requirements prescribed by national standards and objectives issued by the Scottish Government;
 - (c) To ensure that Social Work Services in the criminal justice system are delivered as an integral part of a wider system of personal social services;
 - (d) To approve and monitor the Criminal Justice Services Plan as required by the Scottish Government;
 - (e) To approve resource allocations to the Scottish Government under one hundred per cent funding arrangements;
 - (f) To consider applications from voluntary organisations for financial assistance relating to Social Work Services in the criminal justice system;
 - (g) To monitor service agreements with other agencies;
 - (h) To monitor the Social Work service to the Greenock Prison and maintain liaison arrangements with the Scottish Prison Service;
 - (i) To consider the introduction of new Social Work Service developments in the criminal justice system.

7.13.1.6 Specific Function: provision of housing for the Homeless

To be responsible for the discharge of the Council's statutory responsibility in dealing with homeless persons.

7.13.1.7 The Complaints review Committee comprising independent persons to adjudicate unresolved complaints regarding Social Work Services reports to the Health & Social Care Committee.

7.13.1.8 Relationships with Key Partnerships

To oversee the Council's relationship with the following agencies and partnership:-

- Greater Glasgow and Clyde Health Board
- Community Health Partnership;
- Community Justice Authority.

APPENDIX 2

INVERCLYDE COMMUNITY HEALTH AND CARE PARTNERSHIP

STANDING ORDERS FOR MEETINGS

1. General

- 1.1** Inverclyde Community Health and Care Partnership comprises two separate legal bodies being (a) a Committee of the Greater Glasgow and Clyde NHS Board (“the Board”) constituted in terms of the Inverclyde Community Health and Care Partnership Scheme of Establishment approved by the Scottish Ministers; and (b) a Sub-Committee of the Inverclyde Council (“the Council”) constituted in terms of Section 56 of the Local Government (Scotland) Act 1973.
- 1.2** As the Committee of the Board and Sub-Committee of the Council have identical membership, they will meet simultaneously and make decisions on functions delegated from both the Board and the Council. The Board and the Council have resolved that a single identical set of Standing Orders will apply to both the Committee of the Board and the Sub-Committee of the Council. These Standing Orders pertain to this Partnership only, and do not affect the Standing Orders each partner organisation has in respect of other functions.
- 1.3** In these Standing Orders “the Partnership” shall mean both the Committee of the Board and the Sub-Committee of the Council as specified in paragraph 1.1.
- 1.4** These Standing Orders are made in accordance with the Community Health Partnership (Scotland) Regulations 2004 (SSI 2004 386), The Health Boards (Membership and procedure) (Scotland) Regulations 2001, the Inverclyde Community Health and Care Partnership Scheme of Establishment approved by Scottish Ministers and the Local Government (Scotland) Act 1973. Members of the Partnership are expected to subscribe to and comply with (where appropriate):
- (a) the Code of Conduct (NHS Members)
 - (b) the Code of Accountability (NHS Members)
 - (c) the Code of Practice on Openness issued by the Scottish Executive (NHS Members)
 - (d) the NHS Greater Glasgow Code of Conduct made under the Ethical Standards in Public Life etc (Scotland) Act 2000 (NHS Members)
 - (e) The Councillors’ Code of Conduct (Council Members)
 - (f) Guidance and Dispensation Note to Councillors and Local Authorities in Scotland (Council Members)

All of which shall be deemed as if incorporated into the Standing Orders.

- 1.5** Any statutory provision, regulation or direction issued by the Scottish Ministers shall have precedence if they are in conflict with the Standing Orders.

2. Membership

2.1 The CHCP Committee will be balanced between health and local authority members, to reflect a partnership approach, with an Elected Member, the Convenor of the Health & Social Care Committee as Chair of the CHCP Committee, and a Non Executive Director of the Health Board being designated as Vice Chair. It is acknowledged however, that in the event of the Chair being absent for more than one meeting in sequence, the Council would nominate an acting Chair for such an extended period as the Chair is absent.

It is proposed that the CHCP Committee will be balanced between the key stakeholders as follows:

- Elected Members Inverclyde Council (5)
- NHS Greater Glasgow & Clyde Health Board (2 Non-Executive Directors)
- Public Partnership Forum (1)
- Professional Executive Group (1)
- Joint Staff Partnership Forum (1)
- Corporate Director CHCP

2.2 The term of office of Members of the Partnership shall be in accordance with Annex 1 attached hereto. The Council shall be responsible for appointing the Council members in line with the term of the Local Government. The Board shall be responsible for appointing the Non-Executive Board members and the Member from the Professional Executive Group on a four yearly basis. The member appointed from the Staff Partnership Forum and the Public Partnership Forum will be appointed by their respective group on a bi-annual basis.

2.3 Where a Member resigns or otherwise ceases to hold office, the person appointed in his/her place shall be appointed for the unexpired term of the Member they replace.

2.4 On expiry of a Member's term of appointment the Member shall be eligible for re-appointment provided that he/she remains eligible and is not otherwise disqualified from appointment.

2.5 Any Member appointed to the Partnership who ceases to fulfil the requirements for membership detailed in the Scheme of Establishment approved by the Scottish Ministers shall be removed from membership by the Board serving notice to that effect.

2.6 A Member of the Partnership may resign his/her membership at any time during their term of office by giving notice to both the Head of Board Administration or the Council's Head of Legal and Democratic Services (or any successor thereof). The

resignation shall take effect from the date notified in the notice or on the date of receipt if no date is notified.

2.7 If a Member of the Partnership has not attended three consecutive Ordinary Meetings of the Partnership, the Board and the Council shall, by giving notice in writing to that Member, remove that person from office unless the Board are satisfied that:

- (a) the absence was due to illness or other reasonable cause; and
- (b) the member will be able to attend future Meetings within such period as the Board consider reasonable.

2.8 Any Member of the Partnership may appoint a substitute to appear at any meeting of the Partnership provided that said substitute is from the same parent organisation. The substitute will be allowed to ask questions, vote on agenda items and make Motions as if they were the principal member. However, the principal member to the Partnership must provide to the Clerk of the Meeting at least three days advance notice of who the substitute will be in writing. It is the responsibility of the principal member to ensure that any papers are provided to the substitute in advance of the meeting. No substitute will be allowed to participate in the meeting or count towards a quorum in the event that three days notice is not provided unless there is deemed by the Chair of the Partnership meeting good reason for dispensing with that requirement.

2.9 The acts, meetings or proceedings of the Partnership shall not be invalidated by any defect in the appointment of any Member.

3. Chair and Vice Chair

3.1 Chair of the Partnership shall be the Convenor of the Health and Social Care Committee of the Council.

3.2 The Vice-Chair of the Partnership shall be a Board appointee. The Board will be entitled to appoint the Vice-Chair from their appointments. The Vice-Chair may act in all respects as the Chair of the Partnership if the Chair is absent or otherwise unable to perform his/her duties.

3.3 At every Meeting of the Partnership the Chair, if present, shall preside. If the Chair is absent from any Meeting the Vice-Chair, if present, shall preside. If both the Chair and the Vice-Chair are absent, an appointee of the Council elected by the Members present shall preside at the Meeting.

3.4 If a substitute member is appointed for the Chair or the Vice-Chair, the person so appointed shall have no right to assume the role of Chair or Vice Chair unless appointed for that purpose by the Members for a specific Meeting.

3.5 Powers, authority and duties of Chair and Vice-Chair.

The Chair shall amongst other things:-

- (a) Preserve order and ensure that every Member has a fair Hearing;
- (b) Decide on matters of relevancy, competency and order, and whether to have a recess during the Meeting, having taken into account any advice offered by the Legal Officer or Clerk present at the Meeting;
- (c) Determine the order in which speakers can be heard;
- (d) Ensure that due and sufficient opportunity is given to Members who wish to speak to express their views on any subject under discussion;
- (e) If requested by any Member ask the mover of a motion, or an amendment, to state its terms;
- (f) Maintain order and at his/her discretion, order the exclusion of any Member of the public who is deemed to have caused disorder or misbehaved;
- (g) The decision of the Chair on all matters within his/her jurisdiction shall be final;
- (h) Deference shall at all times be paid to the authority of the Chair. When he/she speaks, the Chair shall be heard without interruption and any Member currently speaking shall allow the Chair to speak without interruption; and
- (i) Members shall address the Chair while speaking;

4. Meetings

4.1 The Partnership shall meet at such place and such frequency as may be agreed between the Board and the Council but shall meet at least four times in any financial year. If the Board or the Council do not set the venue or time of any Meeting then the Partnership shall be entitled to agree the dates and times of their Meetings.

4.2 The Chair may convene Special Meetings if it appears to him/her that there are items of urgent business to be considered. Such Meetings will be held at a time, date and venue as determined by the Chair. If the Office of Chair is vacant, or if the Chair is unable to act for any reason the Vice-Chair may at any time call such a Meeting.

4.3 If the Chair refuses to call a Meeting of the Partnership after a requisition for that purpose specifying the business proposed to be transacted, signed by at least one third of the whole number of Members, has been presented to the Chair or if, without so refusing, the Chair does not call a Meeting within seven days after such requisition has been presented, those Members who presented the requisition may forthwith call

a Meeting provided no business shall be transacted at the Meeting other than specified in the requisition and subject to the need for public notice of three clear working days.

5. Notice of Meetings

- 5.1** Except in the case of urgency, all Meetings of the Partnership will be called by Circular containing the Agenda of the Meeting not less than seven clear working days before the date of the Meeting.
- 5.2** Before every Meeting of the Partnership a Notice of the Meeting, specifying the time, place and business to be transacted at it and signed by the Chair, or by a Member authorised by the Chair to sign on that person's behalf, shall be delivered to every Member or sent by post to the usual place of residence of such Members so as to be available to them at least five clear days before the Meeting. Members may opt in writing addressed to the Partnership Director to have Notice of Meetings delivered to an alternative address. Such Notice will remain valid until rescinded in writing. Lack of service of the Notice on any Member shall not affect the validity of a Meeting.
- 5.3** In the case of a Meeting of the Partnership called by Members in default of the Chair, the Notice shall be signed by those Members who requisitioned the Meeting.
- 5.4** At all Ordinary or Special Meetings of the Partnership, no business other than that on the Agenda shall be discussed or adopted except where by reason of special circumstances, which shall be specified in the Minutes, the Chair is of the opinion that the item should be considered at the Meeting as a matter of urgency.

6 Quorum

No business shall be transacted at a Meeting of the Partnership unless there are present, and entitled to vote at least one third of the whole number of Members of the Partnership. In addition to this, there must be a member from each of the partner organisations in attendance.

7. Codes of Conduct and Conflicts of Interest

- 7.1** Members of the Partnership shall subscribe to and comply with both the Standards in Public Life - Code of Conduct for Members of Devolved Public Bodies and Councillors Code of Conduct and Guidance made in respect thereto which are deemed incorporated into the Standing Orders in terms of Standing Order 1.4.
- 7.2** If any Member has a financial or non-financial interest as defined in the Councillors' Code of Conduct or the Code of Conduct of Members of Devolved Public Bodies and is present at any Meeting at which the matter is to be considered, he/she must as soon as practical, after the Meeting starts, disclose that he/she has an interest and the

nature of that interest and if he/she is precluded from taking part in consideration of that matter.

7.3 If a Member or any associate of theirs has any pecuniary or any other interest direct or indirect, in any Contract or proposed Contract or other matter and that Member is present at a Meeting of the Partnership, that Member shall disclose the fact and the nature of the relevant interest and shall not be entitled to vote on any question with respect to it. A Member shall not be treated as having any interest in any Contract or matter if it cannot reasonably be regarded as likely to significantly affect or influence the voting by that Member on any question with respect to that Contract or matter.

7.4 A Member who has an interest in service delivery may participate in the business of the Committee, except where they have a direct and significant interest in a matter. However, the Committee may formally decide and record in the Minutes of the Meeting that the public interest is best served by the Member remaining in the Meeting and contributing to the discussion. During the taking of a decision by the Committee on such matter, the Member concerned shall absent him/herself from the Meeting.

8. Adjournment of Meetings

A Meeting of the Partnership may be adjourned by a motion being moved. Such a Motion shall be put to the Meeting without discussion. If such a motion is carried by a simple majority of those present and entitled to vote, the Meeting shall be adjourned to another day, time and place specified in the motion.

9. Disclosure of Information

9.1 No Member or Officer shall disclose to any person any information which falls into the following categories:-

- Confidential information within the meaning of Section 15(a)(2) of the Local Government (Scotland) Act 1973.
- The full or any part of any document marked “not for publication by virtue of the appropriate paragraph of Part 1 of Schedule 7A of the Local Government (Scotland) Act 1973.
- Any information regarding proceedings of the Partnership from which the Public have been excluded unless or until disclosure has been authorised by the Council or the information has been made available to the Press or to the Public under Section 2 of the Local Government (Access to Information) Act 1985.

Without prejudice to the foregoing no Member shall use or disclose to any person any confidential and/or exempt information coming to his/her knowledge by virtue of

his/her office as a Member where such disclosure would be to the advantage of the Member or of anyone known to him/her or which would be to the disadvantage of the Partnership, the Council or the Board.

10. Recording of Proceedings

No sound, film, video tape, digital or photographic recording of the proceedings of any Meeting shall be made without the prior written approval of the Partnership.

11. Admission of Press and Public

(a) Subject to the extent of the accommodation available and subject to the terms of Sections 50A and 50E of the Local Government (Scotland) Act 1973, Meetings of the Partnership shall be open to the public. The Partnership Director shall be responsible for giving public notice of the time and place of each Meeting of the Partnership by posting within Council Headquarters not less than three clear days before the date of each Meeting.

(b) Every Meeting of the Partnership shall be open to the public but these provisions shall be without prejudice to the Partnership's powers of exclusion in order to suppress or prevent disorderly conduct or other misbehaviour at a Meeting. The Partnership may exclude or eject from a Meeting a member or members of the Press and Public whose presents or conduct is impeding the work or proceedings of the Partnership.

12. Alteration, Deletion and Rescission of Decisions of the Partnership

Except insofar as required by reason of illegality, no motion to alter, delete or rescind a decision of the Partnership will be competent within six months from the date of adoption of that Resolution, unless a decision is made prior to consideration of the matter so suspend this Standing Order in terms of Standing Order 13.

13. Suspension, Deletion or Amendment of Standing Orders

Any one or more of the Standing Orders in the case of emergency as determined by the Chair upon motion may be suspended, amended or deleted at any Meeting so far as regards any business at such Meeting provided that two thirds of the Members of the Partnership present and voting shall so decide. Any motion to suspend Standing Orders shall state the number or terms of the Standing Order(s) to be suspended.

14. Motions, Amendment and Debate

- (a) It will be competent for any Member of the Partnership at a Meeting of the Partnership to move a motion directly arising out of the business before the Meeting.
- (b) In the event that there is not consensus as to a decision, only Members appointed by the Council will be able to raise a motion or amendment in relation to Council functions. Similarly, if there is no consensus, only Health Board appointed Members will be able to raise motions or amendments in relation to Health Board functions.
- (c) The mover of a motion or an amendment will not speak for more than ten minutes, except with the consent of the Partnership. Each succeeding speaker will not speak for more than five minutes. When the mover of a motion or amendment has spoken for the allotted time he/she will be obliged to finalise speaking, otherwise the Chair will direct the Member to cease speaking and to resume his or her seat.
- (d) Subject to the right of the mover of a motion, and the mover of an amendment, to reply, no Member will speak more than once on the same question at any Meeting of the Partnership except:-
- On a question of Order
 - With the permission of the Chair
 - In explanation or to clear up a misunderstanding in some material part of his/her speech.

In all of the above cases no new matter will be introduced.

- (e) The mover of an amendment and thereafter the mover of the original motion will have a right of reply for a period of not more than 5 minutes. He/she will introduce no new matter and once a reply is commenced, no other Member will speak on the subject of debate, except as provided for in Standing Order 14(d). Once these movers have replied, the discussion will be held closed and the Chair will call for the vote to be taken.
- (f) Amendments must be relevant to the motions to which they relate and no Member will be at liberty to move more than one amendment to any motion, unless the mover receives no votes in support of the proposed amendment.
- (g) It will be competent for any Member who has not already spoken in a debate to move the closure of such debate. A vote will be taken, and if a majority of the Members present vote for the motion, the debate will be closed. However, closure is subject to the right of the mover of the motion and of the amendment(s) to reply. Thereafter, a vote will be taken immediately on the subject of the debate.

- (h) Any Member may indicate his/her desire to ask a question or offer information immediately after a speech by another Member and it will be the option of the Member to whom the question would be directed or information offered to decline or accept the question or offer of information.
- (i) When a motion is under debate, no other motion or amendment will be moved except in the following circumstances: -
 - to adjourn the debate in terms of Standing Order 8; or
 - to close the debate in terms of Standing Order 14(g).
- (j) A motion or amendment once moved cannot be altered or withdrawn unless with the consent of the majority of those present.

15. Voting

- (i) Every effort shall be made by Members to ensure that as many decisions as possible are made by consensus. However, in the event that there is no consensus then only Council appointees can vote on business relating to Council functions, and only Board appointees can vote on business relating to Board functions. In the event that the business relates to both Council and Board functions, consensus will be required to determine the matter. Failing such consensus, no vote will be taken and the status quo shall remain.
- (ii) Every question at a Meeting shall be determined by a majority of votes of the Members present and who are entitled to vote on the question. In the case of an equality of votes in relation Council functions where only Council appointees can vote, the Chair shall have a second or casting vote. In the case of an equality of votes on Board functions where only Board appointees can vote, the Vice Chair shall have a second or casting vote.

16. Minutes

- (i) The names of the Members and others present at a Meeting shall be recorded in the Minutes of the Meeting.
- (ii) The Minutes of the proceedings of a Meeting, including any decision or resolution made by that Meeting, shall be drawn up and submitted to the next ensuing Meeting for agreement by a person nominated by the Partnership Director, after which they will be signed by the person presiding at that Meeting. The Council's sub-committee will require to submit to full Council the Minutes of any meeting prior to the next meeting of the sub-committee for approval or correction by full Council. A Minute purporting to be so signed shall be received in evidence without further proof.

- (iii) Minutes of the Meetings shall be submitted to the Head of Board Administration by the Partnership Director at the same time as they are circulated to members of the Partnership.

17. Suspension and Disqualification

Any Member of the Partnership may on reasonable cause shown be suspended from the Partnership or disqualified from taking part in any business of the Partnership in circumstances specified for Board appointed nominees by the Board, and for Council appointed nominees by the Council.

18. Working Groups

- (a) The Partnership may establish any Working Group as may be required from time to time but each Working Group shall have a limited time span as may be determined by the Partnership.
- (b) The Membership, Chair and quorum of Working Groups will be determined by the Partnership.
- (c) A Working Group does not have any delegated powers to implement its findings and will prepare a Report for consideration by the Partnership
- (d) Agendas for consideration at Working Groups will be issued by electronic means to all Members no later than two days (not including Saturday and Sunday) prior to the start of the Meeting.

ANNEX 1

COMPOSITION OF

INVERCLYDE COMMUNITY HEALTH AND CARE PARTNERSHIP

(a) Nominating Body	(b) Number of Members	(c) Qualification Requirement	(d) Term of Office
Inverclyde Council	5	Elected Councillors	Term of Local Government
NHS Greater Glasgow and Clyde	2	Non-Executive Board Members	4 years
Professional Executive Group (Health)	1	<p>The appointment will be from one of the following sub-groups as referred to in Section 3(1)(a) – (f) and 3(1)(l) of The Community Health Partnerships (Scotland) Regulations 2004:</p> <p>Medical Practitioner included in the list of Primary Medical Services Performers prepared under Section 17P of the NHS (Scotland) Act 1978; or</p> <p>Nurse registered on the Nursing & Midwifery Council’s Professional Register and who is employed by the Board or a person or body other than a Board which is party to a general medical services contract; or</p> <p>a registered pharmacist whose name is included in, or who is fully or substantially employed by a person or body whose name is included in, a pharmaceutical list prepared by a Board in accordance with Regulation 5 of the National Health Service (General Pharmaceutical Services) (Scotland) Regulations 1995; or</p> <p>a dental practitioner who is either included on Part A of the dental list prepared by a Board in accordance with regulation 4(1) of the National Health Service (General Dental</p>	4 years

		<p>Services) (Scotland) Regulations 1996 or is performing services by virtue of section 39 of the NHS (Scotland) Act 1978; or</p> <p>an ophthalmic optician whose name is included on an ophthalmic list prepared by a Board in accordance with regulation 6(1) of the National Health Service (General Ophthalmic Services) (Scotland) Regulations 1986; or</p> <p>a person registered as an allied health professional within the Health Professional Council; or</p> <p>a registered Medical Practitioner not providing Primary Medical Services.</p>	
Public Partnership Forum	1	A Member of the Executive of the Public Partnership Forum. The Forum itself to appoint the said Member on a bi-annual basis.	2 years
Joint Staff Partnership Forum	1	Officer of the Board who is nominated to represent the Staff Partnership Forum. Said appointment to be made by the Staff Partnership Forum on a bi-annual basis.	2 years
CHCP Director	1	Person appointed as Director of CHCP	Length of time remains in post