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### CHESHIRE AND MERSEYSIDE INTEGRATED CARE SYSTEM JOINT HEALTH SCRUTINY COMMITTEE

#### JOINT COMMITTEE ARRANGEMENTS DOCUMENT

##### Interpretation

In this document the following expressions shall have the following meanings:

- the following local authorities are referred to singularly as 'Authority' and together as 'the Authorities'
  - a) Cheshire East Council;
  - b) Cheshire West and Chester Council
  - c) Halton Borough Council
  - d) Knowsley Borough Council;
  - e) Liverpool City Council;
  - f) St. Helens Borough Council;
  - g) Sefton Borough Council;
  - h) Warrington Borough Council;
  - i) Wirral Borough Council;
- the "Cheshire and Merseyside (ICS) Joint Health Scrutiny Committee" means the Joint Health Scrutiny Committee established by the Authorities to hold to account and scrutinise the work of the Integrated Care System at Cheshire and Merseyside level;
- the "Secretariat" means the financial, administrative, scrutiny and other officer support to the Joint Committee;
- the "Host Authority" means the council which hosts the Secretariat at the relevant time;
- the "Joint Committee Arrangements Document" means this document, as amended from time-to-time;
- the "Rules of Procedure" means the rules of procedure as agreed by the Joint Committee from time to time;
- "the Act" means the National Health Service Act 2006
- the "2013 Regulations" means the Local Authority (Public Health, Health and Wellbeing Boards and Health Scrutiny) Regulations 2013.

The conduct of the Joint Committee and the content of this document shall be subject to the relevant legislative provisions, in particular Sections 244 and 245 of the Act (as amended) as well as the 2013 regulations, and in the event of any

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conflict between the relevant legislative provisions/ regulations and this Joint Committee Arrangements Document, the requirements of the legislation/ regulations will prevail.

### 1. Background

1.1 The Health and Care Act 2022 confirms new structural arrangements for health governance through the formal establishment of Integrated Care Systems (ICSs) for specific geographical areas. ICSs will comprise:

1.1.1 an Integrated Care Board (ICB) in which will be vested statutory responsibilities and duties related to arranging for the provision of relevant hospital and health services for its area; and

1.1.2 an Integrated Care Partnership (ICP) which is a joint committee established by the ICB and the Authorities within the ICS area. The ICP is primarily charged with setting the strategic framework (an Integrated Care Strategy) for its area within which the ICB, NHS England and the Authorities, will be expected to exercise their respective functions to meet the area's assessed needs.

1.2 In Cheshire and Merseyside:

1.2.1 The ICS is known collectively as NHS Cheshire and Merseyside ICS.

1.2.2 The ICB is known as NHS Cheshire and Merseyside ICB

1.2.3 The ICP is known as the Cheshire and Merseyside Health and Care Partnership.

1.3 Under Section 245 of the Act and Regulation 30 of the 2013 Regulations, two or more Authorities may form a joint health scrutiny committee and arrange for relevant health scrutiny functions to be exercised by that joint committee.

1.4 In 2014, all nine Cheshire and Merseyside Authorities gave their approval to a "Protocol for Establishment of Joint Health Scrutiny Arrangements for Cheshire and Merseyside". This protocol was developed in accordance with the Act and the 2013 Regulations. Substantively it provides a framework for the mandatory establishment of ad hoc joint committees where 2 or more of the authorities deem a service change proposal to be a substantial variation in those services. Nevertheless, the protocol, in accordance with legislation, provides for the establishment of discretionary joint health scrutiny arrangements, where deemed appropriate, with the scope to review and scrutinise any matter relating to the planning, provision and operation of the health service.

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- 1.5 In the context of the establishment of the statutory ICS arrangements for Cheshire and Merseyside, it has been deemed appropriate to establish a standing joint health scrutiny committee which will have the opportunity to take on the Authorities' collective statutory responsibility to oversee and scrutinise the operation of the ICS at Cheshire and Merseyside Level:
- 1.6 The Authorities by being parties to this Joint Committee Arrangements Document signify their agreement to its terms. Each Authority and each Member of the Joint Committee established under the terms of this document must therefore comply with its provisions.
- 1.7 The Joint Committee must have regard to the relevant legislation, including the Local Government Act 1972, regulations related to health scrutiny and to any statutory guidance issued in this respect.

### 2. **Functions of the Joint Committee**

- 2.1 The functions of the Joint Committee — to be known as the “Cheshire and Merseyside Integrated Care System Joint Health Scrutiny Committee”— are to be exercised with a view to supporting the effective planning, provision, and operation of health services at Cheshire and Merseyside level. This will include promoting transparency in how the ICS fulfils its responsibilities within Cheshire and Merseyside.
- 2.2 The overarching role of the Joint Committee is to scrutinise the work of the ICS in the discharge of its statutory responsibilities and functions at Cheshire and Merseyside level in order to support their effective exercise and, where appropriate to make reports or recommendations to the ICS.
- 2.3 In specific terms the Joint Committee's role will include the duties/ functions set out below:
  - To be consulted and provide feedback on the development of an integrated care strategy for Cheshire and Merseyside;
  - To review and scrutinise any matter relating to the planning, provision and operation of the health service at Cheshire and Merseyside level only;
  - To be consulted by a relevant NHS body (e.g. NHS Cheshire and Merseyside Integrated Care Board) on any service change proposals that has previously been deemed by all nine authorities to constitute a substantial variation in services.
  - To consider the merits of any service change proposals that have been deemed to be a substantial variation in services by all nine authorities and to exercise the collective statutory responsibilities of the authorities in relation to responding to such consultation by the proposer.

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### 3. Operating Arrangements

- 3.1 Knowsley Borough Council shall act as the Host Authority and arrange for the necessary officer support in doing so. In this respect Knowsley Borough Council will be provide the Secretariat.
- 3.2 The Joint Committee initially shall be made up of 18 elected members in accordance with the provisions of the current Joint Health Scrutiny Protocol.

### 4. Council Membership

- 4.1 All elected members in the authorities will be entitled to serve on the joint committee other than executive members and those elected members appointed to serve on ICS bodies (e.g. on the Cheshire and Merseyside Health and Care Partnership)
- 4.2 Each of the authorities nominating representatives to serve on the Joint Committee will be expected to do so in accordance with the political balance that applies in their respective authorities, adjusted to take account of the overall political balance across the nine authorities.
- 4.3 The allocation of seats by both area and party for 2022/ 2023 based on two members per authority is therefore as follows in order to secure overall political balance within Cheshire and Merseyside:

Authority	Labour	Liberal Democrat	Conservative	Green	Ind	Total
Cheshire East						2
Cheshire West and Chester						2
Halton						2
Knowsley						2
Liverpool						2
St. Helens						2
Sefton						2
Warrington						2
Wirral						2
<b>Total</b>						<b>18</b>

*Allocation of seats to be confirmed following further consultation between the 9 authorities.*

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- 4.4 The allocation of elected member places on the Joint Committee will be reviewed on an annual basis, ordinarily in the period following the date of the municipal elections. In years where municipal elections do not take place, the review will need to have taken place by 15 May in that year.
- 4.5 Taking into account the outcome of such a review, Elected Members will be appointed by their respective Authorities in accordance with the constitutional procedures applicable in those Authorities. In any event, each Authority will ordinarily be expected to appoint their representatives no later than 31 May in each year.
- 4.6 The term of office of each Authority representative appointed shall be a period of 1 year or until 31 May of the following year, whichever is the earlier. This term of office is however subject to the appointed Member remaining as an Elected Member during the term of office. In the event of a Joint Committee Member ceasing to be an elected member during the course of their term of office as a Joint Committee Member, their entitlement to serve on the Joint Committee will also cease at that point.
- 4.7 Each appointment may be renewable on an annual basis, subject to the decision of the respective Authority and the continuing entitlement of the appointee to serve on the Joint Committee.

### **5. Elected Members – Resignation or Removal from the Joint Committee**

- 5.1 An Authority may decide, in accordance with its procedures, to remove one of its Members from the Joint Committee at any time prior to conclusion of that Member's term of office, and upon doing so shall give written notice to the Secretariat of the change in its Member.
- 5.2 An Elected Member representative may resign from the Joint Committee at any time by giving notice to his or her appointing council who will inform the Secretariat.
- 5.3 In the event that any Elected Member resigns from the Joint Committee, or is removed from the Joint Committee by his or her Authority, the Authority shall immediately take the appropriate constitutional steps to nominate and appoint an alternative Member to the Joint Committee, in accordance with the agreed Joint Committee arrangements.
- 5.4 Where an Elected Member fails to attend meetings of the Joint Committee over a six-month period or for 3 consecutive meetings then the Secretariat shall recommend to the relevant Authority that due consideration is given to removing the member from the appointment to the Joint Committee and the appointment of a replacement member from that Authority.

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5.5 Where it becomes clear that an Elected Member has ceased to represent the political group for which they were nominated by their respective Authority, either through withdrawal of the whip, suspension, or expulsion from the relevant group, that Member shall be immediately removed from the Joint Committee's Membership. In these circumstances, the relevant Nominating Authority will be obliged to take the appropriate steps, including liaison with the relevant political group, to nominate, at the earliest opportunity an alternative Member to the Joint Committee, in accordance with the allocation of seats at paragraph 4.3 above, so as to ensure the Joint Committee appropriate political balance is maintained.

### 6. **Financial Arrangements**

6.1 The funding provided by the authorities collectively to support the work of the Joint Committee will be received by the Host Authority.

6.2 Each Authority will pay directly any expenses claimed by its own nominated representatives in the course of their duties on the Joint Committee.

6.3 The Host Authority will establish an independent remuneration panel to consider whether a Special Responsibility Allowance (SRA) should be paid to the Chairperson of the Joint Committee or any other Joint Committee Member, and if so, what the level of that SRA should be. If the Authorities subsequently decide, based on the recommendations of the independent remuneration panel that an SRA will be paid, the Authorities will be required to reach agreement on how the costs of the SRA will be apportioned between them.

6.4 The financial arrangements for the Joint Committee will be reviewed each year by the Authorities. If in subsequent years, the Joint Committee considers that the funding available to support its activities is insufficient to support it in carrying out its functions, it may make a request to the Authorities to approve additional funding. If additional funding is approved, the Authorities will decide how, the additional costs will be apportioned between them.

### 7. **Promotion and Support of the Joint Committee**

7.1 The Joint Committee shall be promoted and supported by the Host Authority and the Secretariat through:

- (a) The inclusion of dedicated webpages on the work of the Joint Committee, with the publication of meeting agendas; minutes; and papers where those papers are public, in line with the rules of procedure and legal obligations under the Local Government Act 1972. All reports and recommendations made, with responses from the ICS

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will be published. Information on member attendance and other publications will be included, as required on the webpages;

- (b) Other relevant administrative, financial, legal, communications and scrutiny officer support as appropriate.
- 7.2 The costs of any additional promotion work identified above will be identified as part of financial arrangements to be agreed by the Authorities as set out in section 6 above.
- 7.3 The Joint Committee shall be promoted and supported by each Authority including:
- (a) Ensuring that briefings take place on the work of the Joint Committee for members and officers at Authority level to ensure they are fully informed about relevant matters.
  - (b) Information on each respective website about the work of the Joint Committee and links to the main webpages.
  - (c) Sharing of information on the work of their respective designated statutory Health Scrutiny Committee in order to ensure that the work programme of the Joint Committee complements local scrutiny work and vice-versa.
  - (d) Co-operating to ensure that the Joint Committee, where appropriate, is provided with additional officer support for research, training and development or other areas of expertise.
- 7.4 The elected members on the Joint Committee will provide a communication channel between the Joint Committee and their respective appointing Authorities. They will report back to their Authority on the work of the Joint Committee as appropriate and provide support and guidance to their member colleagues and officers of their Authority.

### **8. Validity of Proceedings**

- 8.1 The validity of the proceedings of the Joint Committee shall not be affected by a vacancy in the membership of the Joint Committee or a defect in appointment.
- 8.2 All Joint Committee members (including co-opted members) must observe their own authority's Members Code of Conduct and any related Protocols as agreed by the Joint Committee.

### **9. Review and Amendment of Joint Committee Arrangements**

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- 9.1 This Joint Committee Arrangements Document will normally be reviewed on an annual basis by all Authorities jointly.
- 9.2 Proposed changes to the Joint Committee Arrangements Document can only be made with the collective approval of all the Authorities in the ICS area.
- 9.3 The Joint Committee may propose amendments to the Joint Committee Arrangements document and any such proposals will be referred to the Authorities and will only be implemented if they are approved by all the Authorities.