

Bendigo Loddon Primary Care Partnership

Partnership Agreement 2018 - 2020



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Contents

Glos	sary and Interpretation6
Deta	ails8
Date	<u> </u>
Part	ies to this Agreement 8
	Listing of Level 1 Partner Organisations 8
	Listing of Level 2 Partner Organisations 8
	Listing of Associates 8
Back	ground9
1.	Partnership Vision, Values and Priorities10
1.1	The Vision of our Partnership
1.2	The Purpose of our Partnership
1.3	The Partnership Goal for 2013-2017
1.4	Values
1.5	Evidence Based Priority Populations
1.6	Health Promotion Priorities
1.7	Chronic Disease Priority11
1.8	Integration
2.	Statements of Understanding11
2.1	Commitment
2.2	Obligations
2.3	Limitations
3.	Insurance
4.	Membership13
4.1	Overview
4.2	Entering the Partnership
4.3	Exiting the Partnership
4.4	Removal of a Partner
45	Register of Partners 14

4.6	Change in Partners	. 15
5.	PCP Governance Group – The Board	15
5.1	Responsibilities	15
5.2	Composition	15
5.3	Governance Portfolios	15
5.4	Nominated Representatives	. 16
5.5	Appointment of Board Chair, Deputy Chair and Finance Committee	. 16
5.6	Vacancies	16
5.7	Removal of Board Member	. 17
5.8	Meetings of the Board	17
5.9	Notice of Board Meetings	17
5.10	Quorum for Board Meetings	17
5.11	Proxies	18
5.12	Presiding at Board Meetings	18
5.13	Voting at Board Meetings	18
5.14	Decisions of the Board	18
5.15	Conflict of Interest	18
5.16	Minutes of Board Meetings	19
6.	Financial Management	19
6.1	Fund Holder	19
6.2	Funds	19
7.	Communication and Reporting within the PCP	.19
7.1	Notice to Members	19
7.2	Reporting	20
7.3	Custody and Records	20
8.	Resolving Disputes	20
9.	Information Handling and Intellectual Property	.22
9.1	Confidentiality	22
9.2	Privacy	22

9.3	Intellectual property	. 22
9.4	Publications and Publicity	. 23
10.	Term and Operation of this Agreement	.23
10.1	Term	. 23
10.2	Operation	. 23
	Severability	. 23
	Force Majeure	. 23
	Variation	. 23
11.	Signatory to Partnership Agreement	24
Sche	dule 1: Particulars	.25
Item	1 Funding Agreement	. 25
Item	2 Partners Obligations and Entitlements	25
Item	3 Associates Entitlements	. 26
Item	4 Board Powers and Functions	. 26
Item	5 Portfolio Position Functions	. 27
	Obligations of Portfolio Holders	27
	Obligations of PCP Chairperson	. 27
	Obligations of PCP Deputy Chairperson	27
	Obligations of Finance Committee	28
	Obligations of Fund Holder	. 28
	Obligations of Employer	. 28
	Obligations of Committees and Task Groups	29
Item	6 Consumer Participation	. 29
Item	7 PCP Application Procedure	30
	Partner Application Procedure	30
	Associate Application Procedure	. 3 0
Item	8 Budget Development Process	31
Item	9 Reporting Obligations	. 31
ltem	10 Insurance	32

Schedule 2: Strategic Plan	33
Appendix 1 – BLPCP Values Statement	33
Appendix 2 - PCP Application Form	35
Appendix 3 -Fund Holder / Employer Service Level Agreement	37

Glossary and Interpretation

Glossary

- "Agreement" means this Partnership Agreement, including the Schedules, as amended by agreement in writing by the Partners.
- "Associates" means an organisation who is not a member of the Partnership but who have an interest in the work of the PCP and may participate in a PCP project from time to time.
- **"BLPCP"** means the Bendigo Loddon Primary Care Partnership, a collaboration operating on the terms of this Agreement by written agreement of the Partners.
- "Board" means the Bendigo Loddon PCP Governance Group (Level 1 Partners).
- "Brokerage Funds" means funds provided by the PCP for the conduct of projects and activities in accordance with the PCP Strategic Plan and/or funds provided to the PCP for specific projects which are then provided to Partners to undertake those projects on behalf of the PCP.
- "Commencement Date" means 1 July 2018.
- "Coordination" means working together and sharing information to create a more seamless system.
- "Confidential Information" means any information or data, including Personal Information, whether or not in a material form, which is confidential to a Partner or Member including confidential information that is acquired, collected or developed during the currency of this Agreement. This does not include information that is already in the public domain other than as a result of a breach of this Agreement.
- "Consortium" means the Bendigo Loddon Primary Care Partnership.
- "DHHS" means the Victorian Government Department of Health and Human Services, primary funder of BLPCP and PCPs more generally throughout Victoria through the Funding and Service Agreement (FASA) held separately with the Fund Holder.
- **"Employer"** means the Level 1 Partner organisation that employs PCP staff on behalf of the Consortium, which is currently and is proposed for the term of this Agreement to be Bendigo Community Health Services Limited.
- "Executive Officer" means the Secretary of the PCP.
- **"Ex-officio"** means an appointee to the Board or its Finance Committee not holding voting rights.
- "Force Majeure Event" means any occurrence or omission that is beyond the reasonable control of that party and as a direct or indirect result of which the party relying on it is prevented from or is delayed in performing any of its obligations under this Agreement. A Force Majeure Event may include war, riots, acts of gods and industrial action (provided it is not directed only at that party).
- **"Fund Holder"** means the Level 1 Partner organisation named on the Funding and Service Agreement with the Department of Health and Human Services, which is currently and is proposed for the term of this Agreement to be Bendigo Community Health Services Limited.

- **"Funding Agreements"** means an agreement between the PCP and another party under which the PCP agrees to provide funding to the third party to undertake a PCP activity or project.
- "Integration" combining separate elements so as to provide a harmonious inter-related whole.
- "LGA" means Local Government Area.
- "Member" means the individual representative of a Partner organisation.
- "Partner" means an organisation which is a party to this Agreement.
- "Partnership" means two or more organisations working together based on a shared vision to achieve common goals.
- "PCP" means the Bendigo Loddon Primary Care Partnership, a collaboration operating on the terms of this Agreement by written agreement of the Partners.
- "Service Agreement" means the agreement set out in Schedule 1, Item 1 between the Consortium and/or one or more Partners and third parties under which third parties agree to provide funding for PCP activity.
- "Strategic Plan" means the Strategic Plan of the PCP.
- "Secretary" means the Executive Officer of the PCP.

Interpretation

Unless the context requires otherwise:

- In the event of any inconsistency between the terms of this Agreement and any Schedule, the terms of this Agreement prevail;
- (b) A reference to a Schedule or Appendix means a schedule or appendix to this Agreement;
- (c) Words importing any gender includes other gender;
- (d) The plural includes the singular and vice versa;
- (e) A reference to a person includes any other entity recognised by law and vice versa;
- (f) A reference to a statute, ordinance, code or other law includes subordinate legislation, consolidations, amendments, re-enactments, and replacements of it;
- (g) Where a term is defined, the definition includes all other grammatical forms of that term; and
- (h) Headings and notes in square brackets are for reference only.

Details

Date

This Agreement will commence 1 July 2018 (commencement date) and will end on 30 June 2020 unless the Agreement is terminated earlier.

Parties to this Agreement

Listing of Level 1 Partner Organisations

Bendigo and District Aboriginal Cooperative Bendigo Community Health Services

Bendigo Health Boort District Health

Centre for Non-Violence City of Greater Bendigo

Heathcote Health Inglewood and Districts Health Service

Loddon Shire Council Women's Health Loddon Mallee

Northern District Community Health Service

Listing of Level 2 Partner Organisations

Anglicare Annie North

BaptCare The Salvation Army – Community Services

Dingee Bush Nursing Centre Goldfields Local Learning and Employment

Network

Interchange Loddon Mallee Region Lifeline Central Victoria and Mallee

Loddon Campaspe Centre Against Sexual

Assault

North Central Local Learning and

Employment Network

Mind Australia Sports Focus

Listing of Associates

Catholic Care Sandhurst	Haven; Home, Safe
La Trobe University Rural Health School	Loddon Campaspe Multicultural Services
Monash University School of Rural Health	

Background

The Bendigo Loddon Primary Care Partnership (BLPCP) was established in 2000, initiated and funded by the Victorian Government as part of the state-wide initiative to build partnership work across primary health care services. The purpose of PCPs in Victoria is to improve access to services and continuity of care for people through partnership approaches to system and settings design, improved service coordination and integration, and prevention work. The guidelines for PCPs are developed by DHHS to support PCPs and identify accountability and reporting requirements for the program funds received.

The BLPCP is a network of autonomous health and community service organisations and local governments in the City of Greater Bendigo and the Loddon Shire that have chosen to work as partners on the core business of the Partnership, which is:

- To build partnerships between agencies.
- To improve the quality, coordination and integration of primary care services delivered in our catchment.
- To develop collaborative Prevention initiatives in the areas of Healthy Eating and Active Living, Mental Health, and Family Violence.
- To maintain a focus on health equity outcomes for communities in the City of Greater Bendigo and the Loddon Shire.

This group of organisations formed a voluntary alliance in 2000 to improve the health and wellbeing of people in the area by working in partnership with one another.

The BLPCP covers a broad landscape, encompassing the two Local Government areas of Greater Bendigo and Loddon which cover 9,700 square kilometres of rural and regional Victoria. Our primary care system provides services to over 118,000 people within our catchment, including more than 1,900 indigenous people.

The BLPCP is committed to consumer engagement and empowerment within decision-making processes in partner organisations and encourages its Committees and Task Groups to involve consumers in the programs and projects implemented, where indicated.

This Agreement documents the collaboration between members of BLPCP for the conduct of the activities as set out in this Agreement.

1. Partnership Vision, Commitments, Values and Priorities

1.1 The Vision of our Partnership

We will create a seamless primary care system within the context of broader health and wellbeing to achieve an empowered, engaged and resilient community.

1.2 The Purpose of our Partnership

To plan and partner together to close gaps in service access, share our talents and resources, and create opportunities to better the health and wellbeing of our communities.

1.3 The Partnership Goal for 2018-2020

Through alignment of planning and partnership activity strengthen collaboration and service integration across sectors.

1.4 Commitments of our Partnership

Our Partnership has five Commitments:

- 1. Community Outcomes Focus
- 2. Enabling Equity
- 3. Accountability
- 4. Impartiality
- 5. Stewardship and Leadership

1.5 Values of our Partnership

Our Partnership has five Values:

- 1. Courage
- 2. Openness
- 3. Cooperation
- 4. Integrity
- 5. Equity and Respect

1.6 Prevention Priorities

- (a) Our Partnership will undertake a focus on **Prevention** in alignment with the Victorian Department of Health and Human Services guidelines and the Victorian Public Health and Wellbeing Outcomes Framework document.
- (b) The objective of our Partnership in this domain is to work with our communities, particularly with the most disadvantaged, to maximise their health and wellbeing, reduce the prevalence of risk factors and increase the prevalence of protective factors.
- (c) Our Partnership has three Prevention priorities:
 - 1. Healthy Eating and Active Living
 - 2. Mental Health
 - 3. Family Violence

1.7 Service Coordination and Integration

- (a) The Partnership will work towards the coordination and integration of services and systems to facilitate better health outcomes for consumers, carers and advocates.
- (b) Integration of planning and initiatives will be guided by the City of Greater Bendigo and the Loddon Shire Municipal Health and Wellbeing Plans, and the integrated Health Promotion Plans of our member agencies

2. Statements of Understanding

2.1 Commitment

In signing this agreement, Partner organisations of the PCP are stating their commitment to the values and commitments of the Partnership including open discussion and information sharing in the further development of the Partnership. The Partners will endeavour to:

- 1. cooperate in good faith in pursuit of the PCP Strategies; and,
- 2. meet the obligations of the Funding Agreements (Schedule 1, Item 1); and,
- 3. provide the commitments as agreed in the Strategic Plan (Schedule 2), and,
- 4. act reasonably and in good faith.

2.2 Obligations

Partnership requires mutual obligation and is a two-way relationship. Partners are able to take from the Partnership, however there is also an expectation that they will give to the Partnership. The obligations that each Partner accepts are:

1. Agreement to work within the BLPCP Commitments and Values Statement (Appendix 1).

- 2. Work collaboratively for the implementation of the PCP Strategic Plan.
- 3. In undertaking collaborative work, Partners will strive for opportunities to link their own strategic work with the strategic objectives of the PCP.
- 4. Undertake to raise awareness of goals and activities of the PCP within and across their organisation.
- 5. Provide any information required for preparing reports on the PCP strategies, including the completion of surveys and evaluation reports on PCP projects conducted.
- 6. Support integrated planning for integrated health promotion plan development.
- 7. Declare any conflict of interest, when applicable.
- 8. Settle any dispute in the spirit of cooperation and goodwill using direct negotiation as a first method of resolution.
- 9. Respect the confidentiality of information provided on an in-confidence basis.
- Participate in the Board meetings and other Committee meetings, if appointed.
- 11. Represent the PCP during Partnership meetings and by doing so embrace the common aim and purpose of the meetings.

2.3 Limitations

- (a) The formation of other partnerships between various Partner agencies through agreed mechanisms is not precluded by this Agreement and the freedom of Partners to engage in business with others or independently is acknowledged.
- (b) Nothing in this Agreement will reduce or otherwise affect the obligations of the Partners under any of their current or future funding agreements. In the event of any inconsistency between this Agreement and a Partner's current or future funding agreement, the current or future funding agreement will prevail to the extent of any inconsistency if this would mean that the Partner would be in breach of its obligations under that funding agreement.
- (c) A Partner does not have the authority or power to act for or to create or assume any responsibility or obligation on behalf of any other Partner or Partners.
- (d) All PCP initiatives and/or projects are to be identified as PCP projects and include branding with the PCP logo. Approval for use of the PCP logo is to be authorised by the Board via the Secretary.
- (e) All Partners will be equal with regard to decision-making, irrespective of the difference in resources and power amongst the Partners.
- (f) Decisions of the Partnership shall not require Partners to engage in activities for which there isn't sufficient resource or where these activities contravene other agreements.

3. Insurance

- (a) The Victorian Primary Care Partnership Program is insured by the Victorian Managed Insurance Authority (VMIA). This insurance provides cover for the PCP Members for property, public and product liability, directors' and officers' liability, professional indemnity and personal accident (Schedule 1, Item 10).
- (b) Each PCP Partner organisation and individual Members named in this Agreement are insured in accordance with the conditions of the BLPCP Funding and Service Agreement with the DHHS when conducting PCP business.

4. Membership

4.1 Overview

- (a) BLPCP aims to be inclusive and Membership is open to any organisation operating in the health, community support and primary care sectors in the Bendigo Loddon PCP catchment (LGAs of Greater Bendigo and Loddon).
- (b) The Board reserves the right to refuse membership to any organisation listed above in Clause (a) without providing any reason for doing so.
- (c) Membership is voluntary and there are no joining fees for organisations participating in the Partnership.
- (d) Membership requires a commitment to and demonstration of the BLPCP Vision, Commitments and Values.
- (e) Partners will be signatories to the Partnering Agreement and Level 1 Partners will, in writing, appoint a person to be a Member and to speak for and vote on behalf of their organisation.

4.2 Entering the Partnership

(a) BLPCP has two partnership levels with Level 1 and 2 Partners as parties to this Agreement (Schedule 1, Item 2).

1. Level 1 Partners:

Members of the Bendigo Loddon PCP Governance Group – the Board. These Partner organisations must be a respondent to the BLPCP Funding and Service Agreement with the DHHS. The number of Level 1 Partners will be limited to a maximum of twelve (12).

2. Level 2 Partners:

Active organisations of the PCP that participate in one or more of the domains of the Strategic Plan may apply to be Level 2 Partners.

(b) Associates are organisations that have an interest in the work of the PCP and may participate in PCP projects. These Associate organisations are not eligible to vote and may not identify as PCP Partners/Members (Schedule 1, Item 3).

- (c) An organisation that is not a Partner at the commencement date of this Agreement may apply to enter the Partnership at any level by completing an Application Form (Appendix 2).
- (d) Should a Partner wish to change their level of membership they must complete an Application Form (Appendix 2).

4.3 Exiting the Partnership

- (a) An organisation may resign as a Partner from the PCP by giving notice in writing to the Secretary of their intention to exit the PCP.
- (b) The resigning organisation will cease to be a Partner when the written notice is tabled at the next Board meeting. The Secretary must record in the register of Partners the date on which the resigning organisation ceased to be a Partner of the BLPCP.
- (c) A Partner or Associate organisation will automatically cease to be a Partner or Associate if they have not signed and returned the BLPCP Application Form within six (6) months of the commencement of a new Partnership Agreement.

4.4 Removal of a Partner

If the Board is of the opinion that a Partner (organisation) (Level 1 or Level 2) has refused or neglected to comply with this Agreement or has acted in a way prejudicial to the interests of the PCP and, after all dispute resolution avenues have been applied, the Board may, by resolution, suspend or expel that Partner from the PCP.

4.5 Register of Partners

The Secretary must keep and maintain a register of Partners containing:

- 1. the name and address of each Partner, their Level of membership, and the name of the nominated Member and any substitute Members; and
- 2. the date on which each Partner entered or exited the Partnership.

The Secretary will inform the Board Chair as soon as possible and the Board at its next meeting of a change of Partner.

5. PCP Governance Group - The Board

5.1 Responsibilities

- (a) The work of the PCP will be managed by the Board in accordance with this Agreement.
- (b) The obligations of the Board are as set out in the accompanying document Schedule 1, Item 4 and include the following minimum requirements:
 - 1. Leading the development of the BLPCP Strategic Plan.
 - 2. Being accountable for the BLPCP Service Agreement with the DHHS and the Partners' collective performance as a Partnership.
 - 3. Providing direction and support to the PCP Executive Officer in the achievement of the strategic plan outcomes.
 - 4. Appointing and liaising with the Level 1 Partner chosen as the Fund Holder and / or Employer.

5.2 Composition

- (a) The PCP Board will consist of:
 - 1. Up to twelve (12) voting Members, each of whom will represent a Level 1 Partner that is a party to this Agreement and a party to the BLPCP Funding and Service Agreement, through the Fund Holder, with the DHHS.
 - 2. Board Members must hold an executive position within the Level 1 Partner organisation that is a party to this Agreement.
 - 3. There will be one Member position per Level 1 Partner on the Board. It is a condition of being a Level 1 Partner that the organisation nominates a Member to the Board and, as appropriate, a substitute Member.
- (b) One representative from the DHHS will be an ex-officio member of the Board. This Member will be in addition to the voting Members of the Board.
- (c) The PCP Executive Officer is the ex-officio Secretary of the Board and will provide administrative and other required support to the Board and its Finance Committee.

5.3 Portfolios

- (a) Members of the Board will hold the following portfolio positions:
 - 1. Chair (will not hold another portfolio).
 - 2. Deputy Chair (it is strongly recommended that this portfolio represent an organisation located in the other LGA from the Chair's LGA).
 - 3. Board Finance Committee Representative [refer also to 5.5 (b) and (Schedule 1, Item 5). (not the Fund Holder Member)
- (b) An Independent Chair of the Finance Committee will be appointed. The appointee may be associated with a member organisation but will be independent of the Board Members.

5.4 Nominated Members

- (a) Nominations of Members of the BLPCP Board must be made in writing (in accordance with the process identified in Schedule 1, Item 7) authorised and signed by the Partner organisation Chief Executive Officer.
- (b) Each Member of the BLPCP Board will hold office until 30 June 2020 and is eligible for re-nomination for a following term, provided she/he is still employed by the Level 1 Partner that they represent.

5.5 Appointment of Board Chair, Deputy Chair and Finance Committee Member

- (a) The Board shall elect a Chair, Deputy Chair, Finance Committee Chair and one ordinary Finance Committee Member.
- (b) The Fund Holder will appoint one of its senior staff to hold an ex-officio position on the PCP Finance Committee.
- (c) Elections for these positions will occur for the same time period of the BLPCP Strategic Plan and will be held within six (6) months of the receipt of the new BLPCP Funding and Service Agreement from the DHHS. The Board will determine the appropriate meeting and process for election of these positions.

5.6 Vacancies

- (a) In the event of a vacancy occurring in the Portfolio Members of the Board (Chair, Deputy Chair, Finance Committee Representative), the Board will appoint a Board Member to fill that vacancy and the Member so appointed will hold that position until the next election.
- (b) The position of a PCP Board Member becomes vacant if:
 - 1. The Member ceases to be an employee of the Level 1 Partner that the Member represents; or
 - 2. The Member resigns by notice in writing given to the Secretary (via mail or electronic transmission); or
 - 3. A Level 1 Partner appoints a different person as its nominated Member by completing the Application Form; or
 - 4. The Level 1 Partner that the Member represents ceases to be a member of the PCP for any reason; or
 - 5. The Board, by resolution of the majority of all other Board Members, has requested a Partner to remove that Member and appoint an alternative.

5.7 Removal of Board Member

- (a) If the Board is of the opinion that a Board Member has acted in way prejudicial to the interests of the Board or the PCP and after all dispute resolution avenues have been applied the Board may, by resolution of a majority of all other Board Members, request the Partner to remove that representative and appoint an alternative.
- (b) If a nominated Member fails to attend 60% of meetings in a calendar year, unless Board approval has been granted for leave of absence, the Board may, by resolution of a majority of all other Board Members, request the Partner to remove that representative as a Member and appoint an alternative.
- (c) The removed Member may institute PCP appeal processes if 5.7(a) or 5.7(b) has occurred.

5.8 Meetings of the Board

- (a) The Board will meet at least five (5) times in each calendar year for an ordinary meeting between February and December at such place and at such times as the Board may determine.
- (b) Extraordinary meetings of the Board may be convened by the Chair or by any four (4) Board Members.

5.9 Notice of Board Meetings

- (a) Written notice (via electronic transmission) of each ordinary Board meeting must be given to each Board Member at least fourteen (14) business days before the date of the meeting. The transmission of an electronic meeting invitation constitutes written notice.
- (b) The distribution of the agenda and its associated papers must be provided via electronic transmission to each Board Member at least four (4) business days before the date of any ordinary meeting.
- (c) If the Chair or any four (4) Board Members wish to hold an extraordinary meeting, they may do this by advising the Secretary to arrange the meeting specifying the general nature of the business to be conducted. At least seven (7) days' notice is required to be provided to Board Members. A written agenda and associated papers must be given to Board Members electronically at least two (2) days before such meeting. No other business may be conducted at such a meeting other than that specified in the notice.

5.10 Quorum for Board Meetings

- (a) Fifty percent (50%) of current voting Board Members constitutes a quorum for the conduct of the business of a meeting of the Board.
- (b) No business may be conducted unless a quorum is present. If within half an hour of the time appointed for the meeting a quorum is not present:
 - 1. In the case of an extraordinary meeting, the meeting lapses;
 - 2. In any other case, a non-decision-making meeting may proceed with a record of discussion submitted for ratification at the next Board meeting.

5.11 Proxies

Each Partner is entitled and encouraged to appoint a substitute Member to act on its behalf whenever the nominated Member is unable to attend the Board meeting. The substitute Member must hold a senior position within the Level 1 Partner organisation. The PCP must be advised of the details of the substitute Member on the Application Form authorised by the Chief Executive Officer of the Partner organisation.

5.12 Presiding at Board Meetings

At meetings of the Board:

- 1. The Chair or, in the Chair's absence, the Deputy Chair presides; or
- 2. If the Chair and the Deputy Chair are absent for a single meeting or are unable to preside, the Members present must choose a Board Member to preside at that meeting only.

5.13 Voting at Board Meetings

- (a) The Board is committed to working within a decision-making model that promotes full and fair discussion based on adequate information and encourages full participation and ownership of decisions.
- (b) The aim of the Board is to reach resolutions by consensus.
- (c) When consensus cannot be reached the resolution will be determined on a show of hands or, if a Member requests, by a poll taken in such manner as the Member chairing that meeting may determine.
- (d) All decisions must be agreed by 50% plus one of those voting Members in attendance at the meeting.
- (e) Each Member present at a meeting of the Board or any PCP sub-committee appointed by the Board (including the Member chairing the meeting), is entitled to one vote and, in the event of an equality of votes on any question, the Member chairing may exercise a second or casting vote.

5.14 Decisions of the Board

If a Partner organisation's nominated Member or substitute Member is not in attendance at a Board meeting that Partner organisation is bound by the decision made in its absence by the Board.

5.15 Conflict of Interest

- (a) Members representing their own organisation do not have a conflict of interest, however, any decision on funds allocations to Partners should be managed transparently to ensure no unfair advantage is given to any one Partner.
- (b) Members and staff of the BLPCP will act in the public interest and not in any manner which would provide an unfair advantage to themselves, the organisation they represent, or other persons known to them such as close friends, relatives or business acquaintances. This particularly applies when PCP representatives are involved in such areas as allocating consultancies, letting contracts, or purchasing goods and services.

- (c) Members must disclose in writing any pecuniary or other interests they hold which could lead to potential or actual conflict between private activities and official duties in the work of the PCP.
- (d) All Members accept that where there is seen to be a potential conflict of interest then the matter will be resolved in the favour of public interest rather than in the interests of the individual involved.
- (e) At each meeting of the Board disclosure of any pecuniary interests of a Partner or Member in any agenda item will be recorded. It will be the Chair's decision as to whether the Member will absent themselves from the discussion and any subsequent decision related to the item.

5.16 Minutes of Board Meetings

The Secretary of the PCP must keep minutes of the resolutions and proceedings of each Board meeting, together with a record of the names of Members present at the meeting.

6. Financial Management

6.1 Fund Holder

- (a) The role of Fund Holder will be determined by the Board and can only be filled by a Level 1 Partner organisation. The overall role and responsibility of the Fund Holder is listed in Schedule 1, Item 5. The Board will ensure a Service Level Agreement exists with the Fund Holder that identifies the mutual roles and responsibilities of the BLPCP and the Fund Holder.
- (b) The Board will confirm the Fund Holder for the period of the next Partnership Agreement prior to the conclusion of the current Partnership Agreement. As required, the Board will develop a process, including estimated timelines, that outlines the appointment of the Fund Holder.

6.2 Funds

- (a) The funds of the PCP will be derived from the DHHS Funding and Service Agreement, other agreements, grant monies, work that PCP staff do on behalf of others, and such other sources as the Board determines.
- (b) The annual budget of the PCP will be developed in accordance with Schedule 1, Item 8.

7. Communication and Reporting within the PCP

7.1 Notice to Members

Any notice that is required to be given to a Partner or Member by or on behalf of the PCP, under this Agreement may be given by electronic transmission, unless the Partner or Member has requested that the notice be provided in a different manner.

7.2 Reporting

- (a) The Secretary will be responsible for coordinating reporting for the DHHS Funding and Service Agreement, other Service Agreements and on the Strategic Plan. This reporting shall occur in accordance with the terms and conditions of grant agreements (Schedule 1, Item 9).
- (b) Partner organisations and Members shall provide individual reports to and as requested by the Secretary in a timely manner to allow for reporting timeframes to be met.
- (c) Committees and working groups undertaking PCP activities shall report annually to the Board, or at any other such time that the Board requests.

7.3 Custody and Records

- (a) The Secretary will keep full and accurate records accounting for all the services provided.
- (b) The Fund Holder will keep full and accurate records accounting for all funding and will maintain records of all expenditure against that funding.
- (c) Whenever there is a change of Fund Holder all PCP records will be transferred to the new Fund Holder.
- (d) The Secretary will ensure that all documents of the PCP are kept in adequate and appropriate storage.
- (e) All documents of the PCP will be kept and filed in an orderly manner and will be available for inspection by any Member upon request.

8. Resolving Disputes

- (a) The PCP will encourage Partners to openly express and discuss their concerns and participation in PCP issues. The PCP recognises and values the diversity of its members and seeks to anticipate and resolve any differences that may occur.
- (b) Partners will endeavour to adopt a collaborative approach to issues as they arise and will keep as the central focus the extent of benefits for consumers. In the event where differences emerge between Partners and agreement by consensus cannot be reached Partners will be requested to resolve any differences through negotiation.
- (c) Where a dispute is unable to be directly resolved it will be raised with the Chair or Deputy Chair. The parties involved will be encouraged to provide evidence of concern, wherever possible. This may be required in writing to the Secretary together with an outline of a suggested resolution.

- (d) Where written notice of a dispute has been lodged the Secretary must inform Members of the PCP Board within two (2) working days. Once the written notice has been lodged the issue shall be addressed within ten (10) days of receipt of the written notice. In this event the Board shall appoint a Member representative(s) (to be determined ensuring representatives are not party to the dispute) who shall determine the course of action with the expectation that the parties to the dispute meet and discuss the matter in dispute with the nominated Board Member/s.
- (e) Where the issue cannot be resolved by the Board the matter shall be referred to:
 - 1. the CEO of the respective Partner(s) involved or, in the instance of a CEO being involved, the Board of Management Chair/President; or
 - 2. if the parties are unable to resolve the dispute, or if a party fails to meet, then the parties must, within ten (10) days, hold a meeting in the presence of a mediator.
- (f) The mediator must be:
 - 1. a person chosen by agreement between the parties; or

In the absence of agreement between the parties:

- in the case of a dispute between a Member and another Member, a person appointed by the Board; or
- 3. in the case of a dispute between a Member and the PCP, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria.
- (g) The mediator cannot be a Member who is a party or is associated with a party to the dispute.
- (h) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (i) The mediator, in conducting the mediation, must:
 - give the parties to the mediation process every opportunity to be heard;
 and
 - 2. allow due consideration by all parties of any written statement submitted by any party; and
 - 3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (j) The mediator must not determine the dispute.
- (k) Each of the parties must cooperate fully with the mediator.
- (I) The cost of the mediation will be shared equally between each of the parties involved in the mediation.

9. Information Handling and Intellectual Property

9.1 Confidentiality

Each Partner and Member must keep all Confidential Information absolutely confidential and each Partner and Member warrants to each of the other Partners and Members that it will not communicate, publish or release, or permit the communication, publication or release of any Confidential Information except:

- 1. as is necessary for the Partners and Members to perform their obligations under this Agreement; or
- 2. as is required by Law; or
- 3. as is permitted under this Agreement or otherwise agreed in writing by the parties.

9.2 Privacy

- (a) Each Partner agrees to comply with its obligations, if any, under:
 - 1. the Privacy Act 1988 (Commonwealth);
 - 2. a privacy law of a State or Territory; and
 - 3. health information law of a State or Territory, including but not limited to the Health Records Act 2001 (Vic), ("Privacy Legislation").
- (b) Where a Partner has no obligations under the Privacy Legislation, the Partner agrees to ensure that it has procedures in place to deal with Personal Information received, created or held by it for the purposes of this Agreement which comply at a minimum with the National Privacy Principles under the Privacy Act 1988 (Commonwealth).
- (c) Each Partner agrees:
 - to use Personal Information received, created or held by it for the purposes of this Agreement only to fulfil its obligations under this Agreement;
 - to ensure that any person whom it allows to access Personal Information that is received, created or held by the Partner for the purposes of this Agreement is made aware of, and undertakes in writing to comply with, the requirements of this clause;
 - 3. to cooperate with any direction, guideline, determination or recommendation made by a government entity or officer authorised to do so under the Privacy Legislation.

9.3 Intellectual property

(a) Where the PCP has produced intellectual property, the Partners agree that the Fund Holder will hold all intellectual property rights in its own name specifying that it is on behalf of the Bendigo Loddon Primary Care Partnership. These intellectual property rights will transfer to any new Fund Holder.

- (b) The Partners acknowledge that intellectual property rights in material developed in the course of PCP activities may be affected by the Service and/or Funding Agreements and agree to comply with any relevant provisions of these agreements relating to intellectual property rights.
- (c) This clause shall survive the termination of this Agreement.

9.4 Public Statements and Publicity

- (a) The Chair or Deputy Chair, as agreed, will represent the PCP in making public statements on matters of policy or regarding Board decisions.
- (b) The PCP will keep its Membership and the broader community informed of its activities through a range of methods including newsletters, website, emails, etc.

10. Term and Operation of this Agreement

10.1 Term

This Agreement will commence on the Commencement Date and will remain in force for the nominated term of the Agreement or in the event of the following:

- 1. the Members by unanimous written agreement terminate this Agreement; or
- 2. after the retirement or expulsion of Members, only one Member remains as a party to this Agreement; or
- 3. if the Board resolves that the level of responsibilities required of the PCP exceeds the capacity of this Agreement; or
- 4. funding for the operation of the PCP is withdrawn; or
- 5. requirements of the DHHS Funding and Service Agreement for the BLPCP make this Agreement redundant or otherwise irrelevant.

10.2 Operation

Severability

(a) If any provision of this Agreement is or becomes illegal, invalid or unenforceable ('ineffective'), it will be read down to the extent necessary to ensure that it is not ineffective. If the offending provision cannot be so read down it will be severed. In any event, the remainder of this Agreement will be construed so as to ensure that it remains effective to the greatest extent possible.

Force Majeure

(b) If any Member is unable, wholly or in part, by reason of a Force Majeure Event to carry out any of its obligations under this Agreement, the obligation will be suspended so far as it is affected by such Force Majeure during the continuance of it.

Variation

(c) Any variations to this Agreement shall only occur and be effective with the written consent of all Partners.

11. Signatory to Partnership Agreement

The signing of this Partnership Agreement demonstrates the Partner's commitment to the Bendigo Loddon Primary Care Partnership for the term of the 2018-2020 BLPCP Strategic Plan.

Executed as an Agreement
Bendigo Loddon Primary Care Partnership
and
Organisation:
Chief Executive Officer Name:
Chief Executive Officer Signature:
Witness Name:
Witness Signature:
Date: / /
BLPCP Chair Name:
Chair Signature:
Witness Name:
Witness Signature:
Date: / /

Schedule 1: Particulars

Item 1 Funding Agreement

Bendigo Community Health Services Limited (Consortium) Service Agreement, Agreement No 23956.

Item 2 Partners Obligations and Entitlements

Partnership Level	Obligations	Entitlements
Level 1	 Named as a respondent to the BLPCP Funding and Service Agreement with the DHHS and accepts accountability for such Agreement. Signatory to this Partnership Agreement. Actively contributes to the development and implementation of the PCP Strategic Plan. Appoints a Senior Executive as a nominated Member to the PCP Board. Participates in one or more working groups / activities aimed to drive the work of the focus areas of the Strategic Plan. Is consulted on issues. May participate in joint funding applications. Receives PCP support for funding 	 Strategic decision-making / influence. Eligible for Board Portfolio positions. Able to represent PCP as delegated by Board. Able to hold PCP brokerage funds. All staff access to free training. Receives priority for staff training or capacity building activities.
Level 2	 Signatory to this Partnership Agreement. Actively contributes to the development and implementation of PCP Strategic Plan. Participates in appropriate PCP task groups, working parties and committees. Is consulted on issues. May participate in PCP funding applications. May receive PCP support for funding applications within guidelines 	 Access to membership information / free training. Receives priority for training and capacity building activities.

Item 3 Associates Entitlements

Associates Entitlements

- May participate in relevant projects/activities.
- Does not sign Partnership Agreement.
- May not identify as a PCP Member.
- Receives Newsflash and other PCP Information.
- May attend some PCP training, subject to vacancies.
- Not able to hold PCP brokerage funds.

Item 4 Board Powers and Functions

The function of the Board is to assume responsibility for the governance of the PCP and to be accountable to the Partners for discharging this responsibility. In particular the Board's role will be to:

- (a) set the overall direction of the PCP through the development of the Strategic Plan.
- (b) establish boundaries and controls for PCP operations ensuring accountability.
- (c) recruit, support and collaborate with the Executive Officer.
- (d) oversee the operations of the PCP.
- (e) appoint and liaise with the Fund Holder and Employer organisation/s, primarily through the development and monitoring of a Service Level Agreement.
- (f) communicate with the Partners in order to maintain a two-way dialogue between the Board and the Partners, ensuring organisational purpose is shared.
- (g) accept decision-making responsibility on Primary Care Partnership activities, planning, communication, reporting and financial management for partnership wide activities.
- (h) work with the DHHS to achieve desired objectives of the Primary Care Partnership Program.
- (i) endeavour to ensure inclusive consultation and participation practices are implemented to achieve the desired objectives.
- (j) endeavour to ensure Portfolio responsibilities and Board committees achieve strategic and operational plans.
- (k) undertake and/or facilitate policy work as required to implement the Strategic Plan.

Item 5 Portfolio Position Obligations

Obligations of Portfolio Holders

There are clear obligations on Portfolio holders and agreed criteria for selecting them. Holding a Portfolio is only one of many expected contributions of Partner organisations.

Agreed criteria for Portfolio holders include:

- (a) Capacity to undertake the role, including an expectation for Members to include this role in their position descriptions and work plans.
- (b) Skills in the area of the Portfolio.
- (c) Ability to align Partner goals with the Portfolio.
- (d) Willingness to work with the PCP Board and Executive Officer to further the quality of the Portfolio held.

The Board may consider, create and withdraw Portfolio responsibilities at any time.

Non-portfolio holder Members are encouraged to assist and share Portfolio responsibilities in the absence of the Portfolio holder.

The PCP Governance portfolios are PCP Chair, PCP Deputy Chair, and Finance Committee (2 members – 1 Member and 1 non-Member independent Chair).

Obligations of PCP Chair

- (a) Work collaboratively with the Executive Officer of the PCP to coordinate Board meeting agenda items, minutes and other PCP business.
- (b) Chair PCP Board meetings.
- (c) Support the strategic focus of the PCP.
- (d) Participate in the state-wide Primary Care Partnership Chairs Network group meetings.
- (e) Participate in the Loddon Mallee Region PCP Chairs Network.
- (f) Represent the PCP externally and be the point of contact for DHHS, media and other external bodies.
- (g) Assist in dispute resolution and negotiations with and between members.
- (h) If, and when necessary, exercise the casting vote.
- (i) Ensure accountability of the Executive Officer in accordance with their Position Description and undertake annual performance reviews of the Executive Officer.
- (i) Support implementation of the Partnership Agreement.
- (k) May not hold another Portfolio position.

Obligations of PCP Deputy Chair

- (a) Support the Chair in all of those obligations.
- (b) Substitute for the Chair in any absence.

Obligations of Finance Committee

- (a) Meet regularly to discuss the details of the income and expenditure of PCP funds.
- (b) Oversee the development of the annual PCP budget and present it to the Board.
- (c) Receive reports from the Executive Officer on variations to the budget and clarify these as required.
- (d) Receive reports from the Fund Holder on issues regarding PCP finances.

Obligations of Fund Holder

- (a) Manage PCP funds in an effective and transparent manner.
- (b) Ensure correct accounts and record keeping of transactions showing the financial affairs with full details of all receipts and expenditure connected with the activities of the PCP are completed.
- (c) Identify all unspent funds in each financial year and carry these funds forward to the following financial year.
- (d) Hold funds for leave accruals to enable the transfer of these should the Fund Holder be changed by the Board.
- (e) Accrue interest payments raised through PCP funds and allocate to PCP budget annually.
- (f) Implement a valid and agreed Instrument of Delegation for the PCP Executive Officer providing authority to approve operational transactions.
- (g) Provide high level financial advice to PCP Finance Committee and Executive Officer
- (h) Facilitate the preparation of an annual audit of PCP funds.
- (i) Hold a copy of a separate PCP Consortium assets register and administer insurance for such.
- (j) Implement a valid and agreed Service Level Agreement with the Board specifying clearly the cost to the Consortium of this role.
- (k) Nominate a senior finance representative to the PCP Finance Committee (ex-officio) to provide information and respond to any issues raised by the Committee.

Obligations of Employer

- (a) Employ the PCP Executive Officer and other PCP staff and ensure all responsibilities of an employer are met for these staff under legislation.
- (b) Provide salary packaging for PCP Staff.
- (c) Enable office accommodation to facilitate PCP operations that is good financial value and is conveniently located.
- (d) Provide Award and other expert Human Resources Management advice to the Executive Officer.
- (e) Undertake recruitment administration for PCP staffing in consultation with the Executive Officer.

- (f) Undertake recruitment administration for PCP Executive Officer in consultation with the Board Chair.
- (g) Implement a valid and agreed Service Level Agreement with the Board specifying clearly the cost to the Consortium of this role.

Obligations of Committees, Task Groups and Working Parties

Committees, Task Groups and Working Parties are established to oversee the detailed implementation of all major aspects of the PCP Strategic Plan. All interested organisations may participate in these groups with the support and resources of Primary Care Partnership staff.

Each Committee, Task Group or Working Party will:

- (a) Undertake work in accordance with the Strategic Plan Implementation and any operational or annual plans developed.
- (b) Address the priorities outlined in each Committee's Terms of Reference.
- (c) Prepare an annual work plan for achieving strategies outlined in the Strategic Plan and Terms of Reference.
- (d) Make recommendations and report to the Board at least annually or more often as invited.

Each Committee, Task Group or Working Party will have a chair appointed from the participating organisations. The chair will support appropriate linkages between Committees/Task Groups/Working Parties and facilitate effective feedback between the Committee/Task Group/Working Party and the PCP Board.

Item 6 Consumer Participation

Consumer involvement in governance can bring a user perspective to the decisions made by the PCP and may ensure that the focus of PCP work is cognisant of consumer views and needs.

Consumers have a unique experience of services and are able to bring a different perspective to the table.

Where recruited, consumers will be provided with a sound induction into the project to enable their meaningful involvement and will be supported by the convenor/chair of the Committee or Task Group.

Item 7 PCP Application Procedure

Partner or Associate Application Procedure

- (a) An organisation seeking to be a Partner or Associate must apply in writing to the BLPCP Board using the PCP Application Form and lodging the application with the Executive Officer of the BLPCP.
- (b) The Executive Officer must note the application on the agenda of the next BLPCP Board meeting, with details to be circulated to all Members prior to the meeting.
- (c) The Board will determine its acceptance or otherwise of the Partner and/or the level or will change the level of Partner contained in the application. The Board will determine the acceptance or otherwise of the Associate.
- (d) If the BLPCP Board accepts a Partner or an Associate the Executive Officer must, as soon as practicable, notify the applicant in writing of the decision of the Board.
- (e) The Executive Officer must enter the Partner in the Register of Partners.
- (f) An applicant becomes a Partner and is entitled to exercise the rights of a Partner when that Partner is entered in the Register of Partners.
- (g) If the BLPCP Board accepts a Partner, the Partner must agree to execute and comply with the terms of this Agreement.
- (h) If the BLPCP Board rejects an application for Partnership or as an Associate, the Executive Officer must, as soon as practicable, notify the applicant in writing that the application has been rejected.
- (i) Any organisation that has been rejected for Partnership or as an Associate has the right to appeal.
 - 1. If appealing, the representative of that organisation must notify the Executive Officer that the organisation wishes to appeal and advise if they wish to attend the Board meeting where the appeal is to be considered.
 - 2. Details of any appeals must be provided in writing.
 - 3. The Executive Officer will advise the Board Chair of the appeal and the matter will be reconsidered at the next Board meeting with the appealing organisation in attendance if that organisation has advised that it wishes to attend.
 - 4. The organisation appealing must present its case to the Board for reconsideration and then leave the meeting in order for the Board to reconsider.
 - 5. The Executive Officer must, as soon as practicable, notify the organisation in writing whether this application has been rejected.
 - 6. If, in reconsidering, the Board accepts the Partner, that Partner must agree to execute and comply with the terms of this Agreement and will then be entered into the Register of Partners.

Item 8 Budget Development Process

- (a) The Finance Committee will liaise in April / May each year to agree on the assumptions on which the budget will be developed.
- (b) The "carry-over" funds from the current financial year will be discussed, estimated and subsequently clarified.
- (c) The balance of PCP funds will then be considered for allocation in accordance with PCP deliverables and requirements of the Strategic Plan.
- (d) The draft budget will be developed by the Executive Officer with the support of the Fund Holder and Employer and considered by the Finance Committee in May / June with any changes identified.
- (e) The final budget will be distributed to the Finance Committee for further consideration and approval.
- (f) The Finance Committee will present the budget to the Board for approval at its June / July / August meeting.

Item 9 Reporting Obligations

The planning and reporting requirements for the PCP aim to support continuous quality improvement in planning, implementation and evaluation of PCP activities.

The DHHS has several reporting requirements for PCPs that measure performance of PCPs and demonstrate the impact PCPs are having in delivering reform across service coordination, integrated health promotion and integrated chronic disease management. Qualitative data is to be obtained through case studies.

Annual reporting to the DHHS occurs in October each year for the year ended 30 June. Reports to the DHHS will be approved by the Board prior to being forwarded.

PCP accountability to the DHHS does not rest solely with the PCP Fund Holder organisation but is a shared responsibility of the Partners.

Item 10 Insurance

The VMIA PCP Insurance Program provides insurance cover to all PCP Members for activities specified in the Partnership Agreement and/or the PCP Strategic Plan under the following areas:

Property Insurance	Property insurance provides cover against loss or damage of tangible assets such as buildings, equipment and contents. The coverage available is Australia wide, whilst contained in the premises owned or leased by the PCP.
Public & Product Liability Insurance	Public & Products Liability (PPL) protects each PCP and its members against legal liability to pay as compensation and reasonable cost incurred in defense of a claim for personal injury and property damage caused by or as a result of your fault or negligence. The fundamental implication behind the coverage provided by this policy is that injury or damage has been caused through accident or mistake. The policy does not cover fraudulent, dishonest or criminal acts or omissions or their consequences.
Directors & Officers Liability Insurance	Directors & Officers (D&O) insurance covers individual directors and senior officers who are involved in the management of an organisation, against claims alleging a breach of their managerial duties, or an act or omission in relation to the discharge of their functions as an officer of the organisation. It also provides cover for Employment Practice liability which means that you are covered for claims made against you by employees, e.g. arising out of wrongful dismissal, demotion, harassment and discrimination.
Professional Indemnity Insurance	This insurance provides cover for breach of professional duty in the provision of PCP services by reason of act, error or omission committed or allegedly committed by or on behalf of the PCP.
Personal Accident Insurance	This insurance provides cover for persons (not otherwise covered by their employer's workers compensation insurance) injured as a result of an accident whilst: • engaged in an activity on behalf of the PCP. • travelling directly to and from such activities. The benefits of the policy depend on the age and type of disablement.

Schedule 2: Strategic Plan

The current Bendigo Loddon Primary Care Partnership Strategic Plan is for the period 2018-2020.

The Strategic Plan covers the PCP purposes of achieving Health Equity through the Domains of Partnership Building, Service Coordination and Integration.

The Strategic Plan is available on www.blpcp.com.au.

Appendix 1 - BLPCP Commitments and Values Statement

Commitments of our Partnership

Our Partnership has five Commitments:

- 1. Community Outcomes Focus
- 2. Enabling Equity
- 3. Accountability
- 4. Impartiality
- 5. Stewardship and Leadership

Community Outcomes Focus	We recognise that working in partnership demonstrates our collective commitment to working with our communities. We will continue to invest our energy, resources and time in the partnership, and through purposeful collaboration work to achieve improved health and wellbeing for our communities.
Enabling Equity	We will work with our community, clients and colleagues in a respectful and courteous manner that supports fairness and equity, and values diversity. We will engage constructively with each other, and our communities, to foster honest transparent communication and an appreciation of our individual and collective knowledge and skills.
Accountability	We will be honest and use our position responsibly. We commit to the highest level of accountability to our communities, funders, and each other.
Impartiality	We will behave in the best interests of our communities and the partnership by ensuring we make fair, objective decisions based on merit,

Stewardship and Leadership

We will commit to making a positive difference to our communities through the conduct of responsible planning and management of resources, and investments that contribute to a successful future.

without bias, or discrimination.

Values of our Partnership

These values help build our common culture and guide us in all our decisions. Established forms of cooperation between partners, agencies and our communities will reflect our basic values.

Courage	 We dare to go down new roads and challenge accepted wisdom We place clear demands on one another and promote change We are active in our partnership We are eager for innovation in all aspects of our work
Openness	 We share knowledge and information with each other We are inquisitive and receptive to ideas We give and receive constructive feedback We confront ethical problems immediately
Cooperation	 We work as a team to ensure the mutual benefit and success of the whole partnership We cooperate to reach out common goals We focus on the priority issues for the partnership We choose solutions which are in the best interests of the partnership and our communities
Integrity	 We keep our promises We take responsibility We instil confidence in our staff, communities and other stakeholders We are clear in our communications so that we generate assurance
Equity and Respect	 We show consideration for one another We recognise each other's differences We understand the community needs and expectations and strive to meet these

Appendix 2 - PCP Application Form



Bendigo Loddon PCP Application Form

Postal Address:	PO Box/Street	70
	Suburb	Postcode
Location of Office:	Street	
	Suburb	Postcode
Section 1: Assoc	Level 1 Partner Level 2 Partner Associate intes Only	
Contact Name:		
Position:	Email:	
	Email:	Complete Section 5
Position:		Complete Section 5
Position: Telephone:		Complete Section 5
Position: Telephone: Section 2: Level 2		Complete Section 5

Complete Sections 4 and 5

Section 3: Level 1	Partners Only		
The following persons Partnership Board.	are authorised to rep	resent this o	organisation on the Bendigo Loddon Primary Care
Nominated Member:			
Name:			
Position:			
Telephone:		Email:	
Substitute Member (Proxy):			
Name:			
Position:			
Telephone:		Email:	
			Complete Sections 4 and 5
Section 4: PCP Domain Participation			
The PCP Domains in which this organisation will participate in accordance with the PCP Strategic Plan are:			
Prevention He Eating and Ac	dilly	Contact Person:	
Eating and Ac	live Living	Email:	
Prevention Me	ental (Contact Person:	
Health		Er	mail:
Prevention Fa	mily	Contact Person:	
Violence		Er	mail:
Service Coord	dination (Contact Person:	
and Integration (including e-re		Email:	
Partnership Bu	oilding C	Contact Per	'son:
		Er	mail:
Section 5: Authorisation			
Chief Executive:			
Signature:			
	I		

This Form should be forwarded to:

Date:

Executive Officer Bendigo Loddon Primary Care Partnership PO Box 1121 Bendigo Vic 3552

Appendix 3 – Service Level Agreement



Bendigo Loddon PCP and Bendigo Community Health Services Limited Service Level Agreement Fund Holder / Employer

References

- Victorian Managed Insurance Authority Primary Care Partnerships Insurance Program Statement
- Department of Health Information Resource Primary Care Partnerships Governance Requirements, March 2010
- BLPCP Partnership Agreement 2010-2012
- BLPCP Partnership Agreement 2013-2017
- Program Logic 2013-2017 Department of Health September 2013
- Bendigo Loddon Primary Care Partnership Strategic Plan 2013-2017