



Bendigo Loddon Primary Care Partnership

Partnership Agreement 2010 - 2012

February 2011

Version 3.1

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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 2010.

“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 Member including confidential information acquired, collected or developed during the currency of this Agreement, but does not include information that is already in the public domain otherwise than as a result of a breach of this Agreement.

“Consortium” means the Bendigo Loddon Primary Care Partnership.

“Employer” means the Partner organisation that employs PCP staff on behalf of the Consortium.

“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 as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations under this Agreement and that is beyond the reasonable control of that party, including war, riots, acts of gods and industrial action (provided it is not directed only at that party).

“Fund Holder” means the Partner organisation named on the Service Consortium Agreement.

“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 a representative of a Partner organisation.

“Partner” means an organisation which is 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 Members 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:

- (a) 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 include each 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 2010 (commencement date) and will end on 30 June 2012 unless the Agreement is terminated earlier.

Parties to this Agreement

Listing of Level 1 Partner Organisations

Bendigo Health Care Group	Bendigo Community Health Services Ltd
Bendigo and District Aboriginal Cooperative	Boort District Health
Central Victorian General Practice Network Inc	City of Greater Bendigo
Heathcote Health	Inglewood and Districts Health Service
Loddon Shire Council	Murray Plains Division of General Practice
Women's Health Loddon Mallee	

Listing of Level 2 Partner Organisations

Annie North Inc	BaptCare Ltd
Bendigo Regional YMCA	Breastscreen Victoria Bendigo
Centacare Diocese of Sandhurst	Centre Against Sexual Assault Loddon Campaspe Region Inc
Country Awareness Network Victoria Inc	Dingee Bush Nursing Centre
EASE	Golden City Support Services Inc
Lifeline Central Victoria and Mallee	Loddon Campaspe Multicultural Services Inc
Mind Australia	Northern District Community Health Service
Sports Focus	St Luke's Anglicare
Strath-Haven Bendigo	Vision Australia
YWCA Victoria, Bendigo Region	

Background

The Primary Care Partnership Strategy is a Victorian Government initiative that provides Primary Care Partnerships across the State with funding to strengthen relationships between service providers, improve service coordination, integrate health promotion activities and reduce the preventable use of hospital services.

The Bendigo Loddon Primary Care Partnership (BLPCP) is a network of health, hospital and community services organisations and local governments 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 PCP covers a broad landscape encompassing the two local government areas of Greater Bendigo and Loddon and 9,700 square kilometres of rural and regional Victoria. The partners provide services to over 108,000 people within these local government areas.

The PCP is committed to consumer participation in PCP activities and encourages its Committees and Task Groups to include up to two (2) consumers on these groups (Schedule 1, Item 6).

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

1. Partnership Vision, Values and Priorities

1.1 PCP Value Proposition

- (a) For agencies, business, government and peak bodies who value access, PCPs provide the comprehensive network that offers a State-wide integrated approach with a broad range of partners working together at a local level to improve human services to create healthier resilient communities.

1.2 Vision

- (a) To work in partnership to improve, enhance and maintain the health and wellbeing of our communities.

1.3 Strategic Goal

- (a) Our Partnership will foster the mental health and wellbeing of our community, promote positive lifestyles and ensure that principles of social inclusion are embedded in our work.

1.4 Values

- (a) The work of our Partnership rests on a foundation of shared values which are:
 - i. Relationships are based on respect and trust
 - ii. Cooperation and collaboration
 - iii. Shared information and evidence-based practice
 - iv. Equity of all members of our Partnership
 - v. Ethical conduct with the prime outcome of each decision being the effectiveness of the primary health care service system
 - vi. Participatory decision-making
 - vii. Integrated planning for community and individual wellbeing
 - viii. Planned and coordinated service delivery
 - ix. Transparency and accountability to each other
 - x. Privacy and confidentiality

1.5 Priority Population Groups

- (a) From 2009 to 2012 our Partnership will focus on improving the health and wellbeing of the following population groups:
 - i. Children and Young People (0-25 years)
 - ii. Aboriginal People
 - iii. Older People (aged 55+)

1.6 Health Promotion Priorities

- (a) From 2009 to 2012 our Partnership will focus our Integrated Health Promotion on the following priorities:
 - i. Mental Health and Wellbeing
 - ii. Physical Activity and Active Communities
 - iii. Reducing Tobacco Related Harm
 - iv. Sexual and Reproductive Health

1.7 Chronic Disease Priority

- (a) Our chronic disease priority for 2009 to 2012 will be:
 - i. Diabetes.

1.8 Integration

- (a) The PCP deliverables of Partnership Development and Capacity Building, Integrated Health Promotion, Integrated Chronic Disease Management and Service Coordination will be integrated through the three population priorities of Older People, Aboriginal People and Young People and Children.

2. Statements of Understanding

2.1 Commitment

- (a) In signing this agreement, Partner organisations of the PCP are stating their commitment to the values of the Partnership including open discussion and information sharing in the further development of the Partnership. The Partners will endeavour to:
 - i. cooperate in good faith in pursuit of the PCP Strategies;
 - ii. meet the obligations of the Funding Agreements (Schedule 1, Item 1);
 - iii. provide the commitments as agreed in the Strategic Plan (Schedule 2), and
 - iv. act reasonably and in good faith.

2.2 Obligations

- (a) 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:
 - i. Work collaboratively for the implementation of the PCP Strategic Plan.
 - ii. In undertaking collaborative work, Partners will strive for opportunities to link their own strategic work with the strategic objectives of the PCP.
 - iii. Undertake to raise awareness of goals and activities of the PCP within and across their organisation.

- iv. Provide any information required for preparing reports on the PCP strategies, including the completion of surveys and evaluation reports on PCP projects conducted.
- v. Support integrated planning.
- vi. Declare any conflict of interest, when applicable.
- vii. Settle any dispute in the spirit of cooperation and goodwill using direct negotiation as a first method of resolution.
- viii. Respect the confidentiality of information provided on an in confidence basis.
- ix. Participate in the Board meetings and other Committee meetings, if appointed.
- x. 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 member agencies through agreed mechanisms is not precluded by this Agreement and the freedom of members to engage in business with others or independently is acknowledged.
- (b) Nothing in this Agreement will reduce or otherwise affect the obligations of the members under any of their current or future funding agreements. In the event of any inconsistency between this Agreement and a member's current or future funding agreement, the funding agreement will prevail to the extent of any inconsistency if this would mean that the member 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 of use of the PCP logo is to be authorised by the Board via the Secretary.
- (e) All members will be equal with regard to decision-making, irrespective of the differential of resources and power amongst the members.
- (f) Decisions of the Partnership shall not require Members to engage in activities for which there is no 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 industrial special risks, public and product liability, directors' and officers' liability, professional indemnity and personal accident (Schedule 1, Item 10).

- (b) Each PCP Member organisation named in this Agreement is insured in accordance with the conditions of the Consortium Agreement with the Department of Health when conducting PCP business.

4. Membership

4.1 Overview

- (a) BLPCP aims to be inclusive of all service providers.
- (b) 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).
- (c) Membership is voluntary and there are no joining fees for organisations participating in the Partnership.
- (d) Membership requires a commitment to the BLPCP vision and values.
- (e) Partners will be signatories to the Partnering Agreement and Level 1 Partners will, in writing, appoint a person to speak for and vote on behalf of the 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).
 - i. **Level 1 Partners:** Members of the Bendigo Loddon PCP Governance Group – the Board. These Members must be a respondent to the Consortium Agreement with the Department of Health. The number of Level 1 Members will be limited to twelve (12).
 - ii. **Level 2 Partners:** Active Members of the PCP that participate in one or more of the deliverables of Service Coordination, Integrated Health Promotion or Integrated Chronic Disease Management.
- (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 a new Bendigo Loddon PCP Application Form (Appendix 1).
- (d) Should a Partner wish to change their level of membership, they must complete another Bendigo Loddon PCP Application Form (Appendix 1).

4.3 Exiting the Partnership

- (a) An organisation may resign from the PCP by giving notice in writing to the Secretary of the 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.

4.4 Removal of a Partner

- (a) If the Board is of the opinion that a Partner (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

- (a) The Secretary must keep and maintain a register of Partners containing:
 - i. the name and address of each Partner and the name of the nominated representative and any substitute representatives; and
 - ii. the date on which each Partner entered or exited the Partnership.

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:
 - i. Leading in the development of the PCP Strategic Plan.
 - ii. Accountability for the Consortium Service Agreement and Partners collective performance as a Partnership.
 - iii. Support of PCP Executive Officer.

5.2 Composition

- (a) The PCP Board will consist of:
 - i. 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 Consortium Service Agreement.
 - ii. Board Members will hold an executive position within the Level 1 Partner that is party to the Agreement.
 - iii. There will be one position per Level 1 Partner on the Board.
 - iv. Founding members of the PCP who have enacted the previous Memorandum of Understanding are immediately eligible for membership.
- (b) One of the twelve (12) Board Member positions must be allocated to the Bendigo and District Aboriginal Cooperative with its nominated representative having full voting rights.

- (c) One representative from the Department of Health and/or one representative from the Department of Human Services will be a member(s) of the Board but will not hold voting rights. This Member will be in addition to the twelve (12) voting Members of the Board.
- (d) The PCP Executive Officer is the Secretary of the Board and will provide administrative and other required support to the Board and its Finance Committee, but will not hold voting rights.

5.3 Governance Portfolios

- (a) Five Members of the Board will hold the following portfolio positions:
 - i. Chairperson (may not hold another portfolio).
 - ii. Deputy Chairperson.
 - iii. Fund Holder (may not be the Chairperson of the Finance Committee).
 - iv. Finance Committee (2 members, one of whom will be appointed as Chairperson of the Committee) [refer also to 5.5 (b)] (Schedule 1, Item5).

5.4 Nominated Representatives

- (a) Nominations of members of the PCP 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 2012 and is eligible for re-nomination for the following term.

5.5 Appointment of Board Chair, Deputy Chair and Finance Committee

- (a) The Board shall elect a Chairperson, Deputy Chairperson, Finance Committee Chair and one ordinary Finance Committee Member on receipt of nominations from the Board Members (Appendix 2).
- (b) The Fund Holder will appoint one of its 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 PCP Strategic Plan and will be held within three (3) months of the adoption of the new Partnership Agreement by the Board.
- (d) Nominations of candidates for election must be:
 - i. made in writing (using the required nomination forms sent one (1) month prior to the meeting), signed by one (1) member of the Board and accompanied by the written consent of the candidate (endorsed on the form of nomination); and
 - ii. delivered (via mail or electronic transmission) to the Secretary of the PCP not less than fourteen (14) days before the date fixed for the holding of the Board meeting to elect the portfolio positions.

- (e) In the event of a vacancy in any elected position, the Board may appoint another of its members to the vacant position and the member appointed may continue in this role up to and including the conclusion of the next election meeting which will be held within three months of the adoption of the new Partnership Agreement.

5.6 Vacancies

- (a) The position of a PCP Board Member becomes vacant if the representative:
 - i. Ceases to be an employee of the Level 1 Partner that the Member represents; or
 - ii. Resigns by notice in writing given to the Secretary (via mail or electronic transmission); or
 - iii. A Level 1 Partner appoints a different person as its nominated representative by completing the Bendigo Loddon PCP Application Form; or
 - iv. The Level 1 Partner that Member represents ceases to be a member of the PCP for any reason.

5.7 Removal of Board Member

- (a) If the Board is of the opinion that a Member of the Board 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 Board Members, request the Partner to remove that representative and appoint an alternative.
- (b) If a member fails to attend 60% of meetings annually unless Board approval has been granted for leave of absence, the Board may, by resolution of a majority of all Board Members, request the Partner to remove that representative and appoint an alternative.
- (c) The nominated representative (Member) may institute PCP appeal processes if 5.6(a) or 5.6(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 November at such place and at such times as the Board may determine.
- (b) Extraordinary meetings of the Board may be convened by the Chairperson or by any four (4) members of the Board.

5.9 Notice of Board Meetings

- (a) Written notice (via electronic transmission) of each ordinary Board meeting must be given to each member of the Board 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 Chairperson or any four (4) members of the Board 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. A written agenda and a meeting invitation must be given to Board members electronically of the extraordinary meeting 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 of voting Members, plus one other voting Member of the Board constitutes a quorum for the conduct of the business of a meeting of the Board.
- (b) If vacancies on the Board exist, the quorum shall be 50% plus one of current voting positions filled.
- (c) 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:
 - i. In the case of an extraordinary meeting, the meeting lapses;
 - ii. 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

- (a) Each Partner is entitled to appoint a substitute representative to act on its behalf whenever the nominated representative is unable to attend the Board meeting. The substitute representative must hold a senior position within the Level 1 Partner organisation. The PCP must be advised in writing of the details of the substitute representative on the Bendigo Loddon PCP Application Form authorised by the Chief Executive Officer of the Partner organisation.

5.12 Presiding at Board Meetings

- (a) At meetings of the Board:
 - i. The Chair or, in the Chair's absence, the Deputy Chair presides; or
 - ii. 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 person presiding at that meeting may determine.
- (d) All decisions must be agreed by 50% plus one of those 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 person presiding at the meeting), is entitled to one vote and, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

5.14 Decisions of the Board

- (a) If a Partner organisation's nominated representative or substitute representative 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, 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 of 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 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 Chairperson's decision as to whether the Member will absent himself or herself from the discussion and any subsequent decision related to the item.

5.16 Minutes of Board Meetings

- (a) 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 meetings.

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 role and responsibility of the Fund Holder is listed in Schedule 1, Item 5.

- (b) The Board will call for Expressions of Interest from Board Members (Level 1 Partners) for the Portfolio of Fund Holder every three (3) years. These Expressions of Interest will be considered by the Board in May of the year the Strategic Plan will be completed. Expressions of Interest from Level 1 Partners must respond to each of the Fund Holder obligations contained in Schedule 1, Item 5.

6.2 Funds

- (a) The funds of the PCP will be derived from Funding Agreements and grant monies 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

- (a) 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 Service Agreements and on the Strategic Plan. These shall occur in accordance with the terms and conditions of grant agreements (Schedule 1, Item 9).
- (b) Member organisations 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 must 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.
- (f) All documents of the PCP must 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 participate 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, this dispute will be raised with the Chairperson or Deputy Chairperson. 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.
- (e) Where the issue cannot be resolved by the Board, the matter shall be referred to:
 - i. the CEO of the respective Partner(s) involved or, in the instance of a CEO involved, the Board of Management Chair/President; or
 - ii. 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:
 - i. a person chosen by agreement between the parties; or
 - ii. in the absence of agreement:
 - in the case of a dispute between a Member and another Member, a person appointed by the Board; or
 - 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 (Department of Justice).
- (g) The mediator cannot be a Member who is a party or 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:
 - i. give the parties to the mediation process every opportunity to be heard;

- ii. allow due consideration by all parties of any written statement submitted by any party; and
 - iii. 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.
 - (l) 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

- (a) Each Member must keep all Confidential Information absolutely confidential and each Member warrants to each of the others that it will not communicate, publish or release, or permit the communication, publication or release of any Confidential Information except:
 - i. as is necessary for the Members to perform their obligations under this Agreement;
 - ii. as required by Law; or
 - iii. 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:
 - i. the Privacy Act 1988 (Cth);
 - ii. a privacy law of a State or Territory; and
 - iii. 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* (Cth).
- (c) Each Partner agrees:
 - i. to use Personal Information received, created or held by it for the purposes of this Agreement only to fulfil its obligations under this Agreement;

- ii. 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;
- iii. 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 with funds independent of Government, the Partner's 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.
- (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 Publications and Publicity

- (a) The Chairperson or Deputy Chairperson, as agreed, will represent the PCP in making public statements on matters of policy or regarding Board decisions.
- (b) At least six times per year, information regarding Board decisions and PCP activities will be distributed widely via the PCP Newsletter "Newsflash".
- (c) A current Community Profile will be maintained to assist Members in planning, preparation of submissions and to present the evidence of need for new programs and services.
- (d) The PCP website will be maintained and will provide access to past and present "Newsflash" editions and other publications of the PCP, including the Community Profile.

10. Term and Operation of this Agreement

10.1 Term

- (a) This Agreement will commence on the Commencement Date and will remain in force until the review of the Agreement in line with the period of Agreement and strategic planning process; or in the event of the following:
 - i. the Members by unanimous written agreement terminate this Agreement;
 - ii. after the retirement or expulsion of Members, only one Member remains as a party to this Agreement,
 - iii. if the Board resolves that the level of responsibilities required of the PCP exceeds the capacity of this Agreement; or

- iv. funding for the operation of the PCP being withdrawn.

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 2009-2012 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: _____

On the _____ **day of** _____ **2010**

PCP Chairperson Name: Peter Abraham

Chairperson Signature: _____

Witness Name: _____

Witness Signature: _____

Date: _____

Schedule 1: Particulars

Item 1 Funding Agreement

Bendigo Community Health Services Ltd (Consortium)
Service Agreement Consortium, Agreement No 20875.

Item 2 Partners Obligations and Entitlements

Partnership Level	Obligations	Entitlements
Level 1	<ul style="list-style-type: none"> • Named as a respondent to the Consortium Service Agreement 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 representative to the PCP Board. • Participates in one or more of Service Coordination; Integrated Health Promotion and Integrated Chronic Disease Management. • Is consulted on issues. • Participates in joint funding applications. • Receives PCP support for funding applications. 	<ul style="list-style-type: none"> • 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. • Receive Newsflash and other PCP Information. • Receive priority for staff training or capacity building activities.
Level 2	<ul style="list-style-type: none"> • Signatory to 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. • Participates in PCP funding applications. • May receive PCP support for funding applications. 	<ul style="list-style-type: none"> • Access to membership information/free training • Receive Newsflash and other PCP information. • Receive priority for training and capacity building activities.

Item 3 Associates Entitlements

Associates	Entitlements
<ul style="list-style-type: none">• LaTrobe Rural Health School• Monash University School of Rural Health• Otis Foundation	<ul style="list-style-type: none">• May participate in relevant projects/activities.• Does not sign Partnership Agreement .• May not identify as a PCP Member.• Receive 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 will:

- (a) To set the overall direction of the PCP through the development of the Strategic Plan.
- (b) To establish boundaries and controls for PCP operations ensuring accountability for success and safety.
- (c) To recruit and motivate the Executive Officer.
- (d) To oversee the operations of the PCP.
- (e) Communicate with the Partners in order to maintain a two-way dialogue between the Board and the Partners and ensure organisational purpose is shared.
- (f) Accept decision-making responsibility on Primary Care Partnership activities, planning, communication, reporting and financial management for partnership wide activities.
- (g) Work with the Department of Health to achieve desired objectives of the Primary Care Partnership Program.
- (h) Endeavour to ensure inclusive consultation and participation practices are implemented to achieve the desired objectives.
- (i) Endeavour to ensure portfolio responsibilities and committees achieve strategic and operational plans.
- (j) Undertake and/or facilitate policy work as required, to implement the strategic plan.

Item 5 Portfolio Position Functions

Obligations of Portfolio Holders

There are clear expectations of portfolio holders and defined 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 a requirement for staff to include this role in their position descriptions and work plans.

- (b) Skills in the area of the portfolio.
- (c) Opportunity to align organisational 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. A review of the designated portfolio holders' performance in line with selection criteria and strategic focus considerations shall occur every three (3) years.

Non-portfolio holder Members are encouraged to assist and share portfolio responsibilities to support portfolio agencies.

The PCP Governance portfolios are PCP Chairperson, PCP Deputy Chairperson, Finance Committee (2 members), Fund Holder/Employer.

Obligations of PCP Chairperson

- (a) Work collaboratively with the Executive Officer of the Primary Care Partnership to coordinate Board meeting agenda items, minutes and other PCP business.
- (b) Chair PCP Board meetings.
- (c) Participate in the state-wide Primary Care Partnership Chairs Network group bi-monthly meetings.
- (d) Support the strategic focus of the PCP.
- (e) Participate in the Loddon Mallee Region PCP Chairs Network.
- (f) Represent the PCP externally and be the point of contact for Department of Health, 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) Supervise the Executive Officer and undertake annual performance reviews of the Executive Officer.
- (j) Support implementation of the Partnership Agreement.
- (k) May not hold another portfolio position.

Obligations of PCP Deputy Chairperson

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

Obligations of Finance Committee

- (a) Meet, at least quarterly, to discuss the details of the income and expenditure of PCP funds.
- (b) Develop the annual PCP budget and present 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 Partner 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 leave balances, including funds to provide for Long Service Leave of staff to enable the transfer of this should the portfolio holder be changed by the Board.
- (e) Hold funds for leave accruals to enable the transfer of this should the portfolio holder be changed by the Board.
- (f) Accrue interest payments raised through PCP funds and allocate to PCP budget annually.
- (g) Implement a valid and agreed Instrument of Delegation for the PCP Executive Officer providing authority to approve operational transactions.
- (h) Provide high level financial advice to PCP Finance Committee and Executive Officer
- (i) Facilitate the preparation of an annual audit of PCP funds.
- (j) Hold a copy of a separate PCP Consortium assets register and administer insurance for such.
- (k) Implement a valid and agreed Service Agreement with the Board specifying clearly the cost to the Consortium of this role.
- (l) 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 PCP Executive Officer and staff and ensure all responsibilities of an employer are met for these staff under legislation.
- (b) Provision of salary packaging for PCP Staff.
- (c) Provision of office accommodation to enable all PCP functions that is good financial value and minimises staff travel time.
- (d) Provision of Award and other expert Human Resources Management advice to the Executive Officer.
- (e) Undertakes recruitment administration for PCP staffing in consultation with the Executive Officer.
- (f) Undertakes recruitment administration for PCP Executive Officer in consultation with the Board Chairperson.

Obligations of Committees and Task Groups

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 support and resources of Primary Care Partnership staff.

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

The PCP Board will require its Committees and Task Groups that are focused on specific activities to implement the PCP Strategic Plan to recruit up to two (2) consumers to participate as full members of those committees/task groups to add that perspective to its work.

Consumers will be provided with a sound induction into the work of the committee/task group to enable their meaningful involvement and will be supported by the convenor/chairperson of the group.

Item 7 PCP Application Procedure

Partner Application Procedure

- (a) An organisation seeking to be a Partner must:
 - i. apply in writing to the BLPCP Board using the PCP Application Form,
 - ii. be lodged 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.

- (d) If the BLPCP Board accepts a Partner, the Executive Officer must, as soon as practicable notify the applicant in writing of the decision of the Board, and forward the Partnership Agreement for signing.
- (e) When the Partnership Agreement is received from the Partner, 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, the Executive Officer must, as soon as practicable, notify the applicant in writing that the application has been rejected and provide the Board's rationale for the rejection.
- (i) Any organisation that has been rejected for Partnership has the right to appeal.
- (j) 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.
- (k) Details of any appeals must be provided in writing.
- (l) The Executive Officer will advise the Board Chairperson 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.
- (m) The organisation appealing may present its case to the Board for reconsideration and then leave the meeting in order for the Board to reconsider.
- (n) The Executive Officer must, as soon as practicable, notify the organisation in writing whether this application has been rejected and provide the Board's rationale for further rejection.
- (o) 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.

Associate Application Procedure

- (a) An organisation seeking to be an Associate must:
 - i. apply in writing to the BLPCP Board using the PCP Application Form,
 - ii. be lodged 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 Associate.
- (d) If the BLPCP Board accepts the Associate, the Executive Officer must, as soon as practicable notify the applicant in writing of the decision of the Board.
- (e) If the BLPCP Board rejects an application to be an Associate, the Executive Officer must, as soon as practicable, notify the applicant in writing that the application has been rejected and provide the Board's rationale for the rejection.

- (f) Any organisation that has been rejected as an Associate has the right to appeal.
- (g) 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.
- (h) Details of any appeals must be provided in writing.
- (i) The Executive Officer will advise the Board Chairperson 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.
- (j) The organisation appealing may present its case to the Board for reconsideration and then leave the meeting in order for the Board to reconsider.
- (k) The Executive Officer must, as soon as practicable, notify the organisation in writing whether this application has been rejected and provide the Board's rationale for further rejection.
- (l) If, in reconsidering, the Board accepts the Associate that organisation will be advised in writing by the Executive Officer.

Item 8 Budget Development Process

- (a) The Finance Committee will meet in April each year to agree on the foundation on which the budget will be developed.
- (b) All ongoing financial commitments will be discussed to identify whether any variations or alternatives could be sought to reduce costs.
- (c) The "carry-over" funds from the current financial year will be discussed and clarified.
- (d) The balance of PCP funds will then be considered for allocation in accordance with PCP deliverables and requirements of the Strategic Plan.
- (e) The draft budget will be developed by the Executive Officer and considered by the Finance Committee in May with any changes identified at the meeting.
- (f) The final budget will be developed by the Executive Officer and distributed to the Finance Committee by the end of the first week in June for further consideration and approval.
- (g) The Chairperson of the Finance Committee will present the budget to the Board at its June meeting.

Item 9 Reporting Obligations

The planning and reporting requirements for the PCP in 2009 - 2012 aim to support continuous quality improvement in planning, implementation and evaluation of PCP activities. The reports are designed to support partnerships building, fostering shared responsibility for planned PCP activities, including clarity of roles and expectations of partner agencies.

The Department of Health has a number of 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 will be obtained through case studies. The reporting requirements are listed below:

Deliverable	Report Format	How	Frequency
Partnerships	PCP partnerships reporting	PCP updates membership database	Annual update delivered in September
	Financial Statement	PCP governing group approves financial statement	Annual report end of each financial year
Integrated Health Promotion	Impact report includes new IHP performance measures	PCP completes a consolidated IHP impact report	Annual report delivered in September
	Case study	PCP completes templates provided	Annual report delivered in September
Service Coordination	Service Coordination Survey	Partner agencies involved with service coordination complete the survey	Annual survey delivered in September
	E-referral report	PCP completes E-referral report	Annual report delivered in September
Integrated Chronic Disease Management (ICDM)	ICDM Survey	Partner agencies involved with integrated chronic disease management complete the survey	Annual survey delivered in September
	Case study	POP completes templates provided	Annual report delivered in September

Annual reporting to the Department of Health occurs in September each year for the year ended 30 June. Feedback from DH regions to the PCP Board and partner agencies on the annual reports will help inform PCPs in the annual review of the strategic plan.

PCP accountability to the Department of Health does not rest solely with the PCP fund holder organisation, but is a shared responsibility of the partners. Level 1 Partners of the PCP are respondents to the DHS Consortium Service Agreement 2009 - 2012.

Item 10 Insurance

The VMIA PCP Insurance Program provides insurance cover to all PCP members in the activities of service coordination, integrated health promotion, integrated chronic disease management and other activities specified in the partnership agreement and/or the PCP Strategic Plan under the following areas:

Industrial Special Risks	<p>Industrial Special Risk (ISR) insurance provides cover against loss or damage of tangible assets such as buildings, equipment, contents and cash, as well as compensation for lost revenue and additional costs incurred in restoring the business to normal following an incident caused by the loss or damage.</p> <p>The coverage available is Australia wide, whilst contained in the premises owned or leased by the PCP. It also covers goods in transit and loss occurring from machinery breakdown.</p> <p>The excess is \$500 per claim except for portable electronic equipment, where the limit is increased to \$5,000 per claim.</p>
Public & Product Liability Insurance	<p>Public & Products Liability (PPL) protects each PCP and its members against legal liability to pay as compensation and reasonable cost incurred in defence of a claim for personal injury and property damage caused by or as a result of your fault or negligence.</p> <p>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.</p>
Directors & Officers Liability Insurance	<p>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.</p> <p>It also provides cover for Employment Practice liability which means that you are covered for claims made against you by employees eg arising out of wrongful dismissal, demotion, harassment and discrimination.</p>
Professional Indemnity Insurance	<p>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.</p>
Personal Accident Insurance	<p>This insurance provides cover for persons (not otherwise covered by their employer's workers compensation insurance) injured as a result of an accident whilst:</p> <ul style="list-style-type: none"> • engaged in an activity on behalf of the PCP. • travelling directly to and from such activities. <p>The benefits of the policy depend on the age and type of disablement. A lump sum benefit of \$250,000 is provided for accidents that result in death or permanent total disablement.</p>

Schedule 2: Strategic Plan

The Bendigo Loddon Primary Care Partnership Strategic Plan was adopted in November 2009.

The Plan includes:

- An Environmental Analysis
- Evidence of Need
- Strengths, Opportunities and Challenges
- Goals, Objectives and Strategies

The priority population groups of Aboriginal People, Children and Young People and Older People, integrated with the PCP deliverables of Partnership Work, Service Coordination, Integrated Health Promotion and Integrated Chronic Disease Management are contained in this Plan.

The Plan also includes the Integrated Health Promotion Plan of all agencies funded to provide health promotion and which have chosen as their health promotion priorities:

- Mental Health and Wellbeing
- Physical Activity and Active Communities
- Sexual and Reproductive Health
- Reducing Tobacco Related Harm

The Strategic Plan is a 100 page document which is available on www.blcpc.com.au.

Appendix 1 - PCP Application Form



Bendigo Loddon PCP Application Form

Name of Organisation:

Postal Address:

<input type="text" value="Suburb"/>	<input type="text" value="Postcode"/>
-------------------------------------	---------------------------------------

Location of Office:

<input type="text" value="Suburb"/>	<input type="text" value="Postcode"/>
-------------------------------------	---------------------------------------

- Level 1 Partner
- Level 2 Partner
- Associate

Section 1: Associates Only

Contact Name:

Position:

Telephone: Email:

Complete Section 5

Section 2: Level 2 Partners Only

Contact Name:

Position:

Telephone: Email:

Complete Sections 4 and 5

Section 3: Level 1 Partners Only

The following persons are authorised to represent this organisation on the Bendigo Loddon Primary Care Partnership Board.

Nominated Representative:

Name:	<input type="text"/>		
Position:	<input type="text"/>		
Telephone:	<input type="text"/>	Email:	<input type="text"/>

Substitute Representative (Proxy):

Name:	<input type="text"/>		
Position:	<input type="text"/>		
Telephone:	<input type="text"/>	Email:	<input type="text"/>

Complete Sections 4 and 5

Section 4: PCP Deliverable Participation

The PCP Deliverables in which this organisation will participate in accordance with the PCP Strategic Plan are:

<input type="checkbox"/>	Integrated Health Promotion	Contact Person:	<input type="text"/>
		Email:	<input type="text"/>
<input type="checkbox"/>	Integrated Chronic Disease Management	Contact Person:	<input type="text"/>
		Email:	<input type="text"/>
<input type="checkbox"/>	Service Coordination (including e-referral)	Contact Person:	<input type="text"/>
		Email:	<input type="text"/>
<input type="checkbox"/>	Capacity Building/ Partnership Activities	Contact Person:	<input type="text"/>
		Email:	<input type="text"/>

Section 5: Authorisation

Chief Executive	<input type="text"/>
Signature:	<input type="text"/>
Date:	<input type="text"/>

This original Form should be forwarded to:

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

Appendix 2 - Portfolio Nomination Form



Bendigo Loddon PCP Portfolio Nomination Form

Nomination for the Position of:

- Chairperson
- Deputy Chairperson
- Finance Committee Chairperson
- Finance Committee Member

Person Nominated:

Name:

Position:

Partner Organisation:

Nominated By (Board Member):

Name:

Position:

Partner Organisation:

Signature:

Date:

Nominee Acceptance:

Name:

Position:

Partner Organisation:

Signature:

Date:

Nominations are to be forwarded to:
Secretary, Bendigo Loddon Primary Care Partnership, PO Box 1121, Bendigo Vic 3552

Acknowledgements

- Department of Human Services Partnering Agreement Template, April 2009.
- Campaspe Primary Care Partnership – Partnering Agreement.
- South East Healthy communities Partnership – Partnering Agreement.
- Southern Mallee Primary Care Partnership – Partnering Agreement.
- Victorian Managed Insurance Authority – Primary Care Partnerships Insurance Program Statement.
- Department of Health Information Resource Primary Care Partnerships Governance Requirements, March 2010.
- Department of Human Services Consortium Service Agreement 1 July 2009 - 30 June 2010.
- BLPCP Governance Review, December 2009.
- BLPCP Memorandum of Understanding and Governance Guidelines, May 2008.
- Tony McBride, Victorian Healthcare Association HealthMatters, Issue 1 April 2010, (p9).

Addendum

(approved 18 February 2011)



3 December 2010

Mr Peter Abrahams
Chairperson
Bendigo Loddon Primary Care Partnership (BLPCP)
165 Hargreaves Street
Bendigo VIC 3550

Dear Peter

RE: Partnership Agreement 2010 - 2012

Further to our discussions I am pleased to confirm that Bendigo Community Health Services (BCHS) will sign the BLPCP Partnership Agreement 2010 – 2012 subject to this letter being an addendum to the Agreement on behalf of BCHS. In particular BCHS is pleased to endorse its ongoing membership of BLPCP in the spirit of partnership that the Agreement outlines.

BCHS is the auspice agency and legal entity for BLPCP and, as discussed, has a range of legal, financial and employment responsibilities that cannot be delegated. Since the inception of PCPs BCHS has assumed those responsibilities for the BLPCP willingly and in partnership with other BLPCP members, particularly the BLPCP Board. By agreement of the BLPCP Board, the BLPCP is supported by the financial and employment policies of BCHS and I am pleased to endorse a continuation of those co-operative arrangements through the term of the Agreement.

While BCHS is in a unique position as both a Member the auspice of BLPCP I am sure that the current positive working relationships at both a governance and operational level will continue. I know that any issues that may arise will be able to be resolved through constructive discussion and I look forward to working with you and the BLPCP Board in the future.

Yours sincerely



Kim Sykes
Chief Executive Officer

Excerpt from BLPCP Board Minutes of 18 February 2011

"It was resolved to approve that the Addendum be attached to the BCHS Partnership Agreement."