



# Partnering Agreement

July 2018 - June 2021

Partnering Agreement for LHPCP Version 4	Approved By: Leadership Team
Date: 01/07/2018	Date: 01/08/2018

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## 1. Overview

The Primary Care Partnership Strategy is a Victorian Government initiative that provides Primary Care Partnerships across the State with funding to strengthen relationships, improve service coordination, integrate prevention activities and reduce the preventable use of hospital services. Each Primary Care Partnership represents a specific region within Victoria and forms a voluntary alliance with a range of service providers.

Agencies become members of the Lower Hume Primary Care Partnership (LHPCP) to improve relationships, reduce duplication of services, address gaps in service provision and achieve better health and wellbeing outcomes for the community.

The Lower Hume Primary Care Partnership does this by seeking to implement appropriate change management strategies in partnership development, prevention and system integration.

The purpose of this document is to provide a clear overview of the commitment by participating agencies in agreeing to be involved in the partnership. The Agreement provides information including:

- Definitions
- Term of the Agreement
- An agreed vision and principles of the LHPCP
- Scope and terms of the Agreement
- Management of the Partnership including role and responsibilities of the Leadership Team
- Roles and responsibilities of the Auspice Agency (Funds Holder)

By signing this Agreement, organisations are becoming members and stating their commitment to the work of LHPCP.

## 2. Definitions

In this Partnering Agreement the following definitions apply:

- **“Agreement”** means this partnering agreement, including the Attachments, as amended by agreement in writing of the Members.
- **“Commencement Date”** means the date on which this Agreement is endorsed by the Leadership Team on behalf of the Lower Hume PCP.
- **“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.
- **“Contributions”** means the contributions that a Member will endeavour to provide to the LHPCP as set out in clause 5.
- **“Fund holder”** means the fund holder is the organisation that signs the Consortium Service Agreement as an agent of the Partnership and holds the Partnership’s funds.
- **“Funding Agreements”** means the agreements between member agencies of Lower Hume PCP and funding bodies for LHPCP activity.
- **“Leadership Team”** means the Governance Group of the Lower Hume PCP.
- **“LHPCP”** means Lower Hume Primary Care Partnership, a collaboration operating on the terms of this Agreement by written agreement of the members.
- **“Members”** mean the parties to this Agreement.
- **“Objectives”** means the objectives of the LHPCP.

### 3. Agency Autonomy

Nothing in this agreement affects the right of any member agency to participate in any activity, including, without limitation, the implementation of other projects and the formation of partnerships that are unrelated to this Partnership.

The assets and liabilities of members, unless otherwise specifically agreed, and even when used by the Partnership agreement, will remain in the ownership of the agency. Where there is an actual or perceived conflict of interest, it is the responsibility of the agency concerned to bring this to the attention of the Leadership Team and seek further advice.

### 4. Term of the Agreement

The term of the Agreement is from 1 July 2018 and will continue until the 30 June 2021 unless any of the following occurs:

- An agreement by members to disband the Partnership
- The creation of a formal Partnership or other legally binding entity to replace the functions of the Partnership
- The withdrawal of funding by the Department of Health and Human Services (DHHS).

### 5. Lower Hume Primary Care Partnership Funding

LHPCP receives recurrent funding from the Victorian Department of Health and Human Services (DHHS). This funding includes core funding and specific funding to strengthen collaboration and integration across sectors in order to support:

- Prevention
- System integration

Additional funding may be received from:

- Contributions made by mutual agreement of participating agencies
- Other government departments and organisations
- Interest earnings
- Grant funding

### 6. Vision and Underpinning Principles

LHPCP envisages healthy and resilient local communities whose health and wellbeing outcomes are improved through the collaborative and cooperative relationship of its members.

#### **Lower Hume PCP Values:**

To implement the changes that will be required to achieve its vision the LHPCP members share the following values:

- Cooperation & inclusiveness
- Excellence in all activities
- Openness & transparency
- Respect, integrity & trust
- Enthusiasm & commitment
- Creativity & adaptability

## 7. Objectives/Purpose of the Partnership

The partnership has the following objectives to:

- Develop a model of client-centered, integrated service delivery with agreed standards and protocols
- Develop processes to engage, inform and encourage participation by consumers and carers.
- Develop a membership and partnership base that is representative of the community and effective in achieving the outcomes desired by the PCP
- Engage with other Primary Care Partnerships, particularly in the Ovens Murray - Goulburn Region, on matters of common interest
- Engage with the Murray and Eastern Primary Health Networks (PHN's) and all PCP's in the PHN catchments
- Develop a model of sharing financial and other resources as appropriate
- Develop governance and planning structures for the Lower Hume PCP
- Provide accountability mechanisms to the Department, partnership member agencies and consumers.

**By working together the LHPCP will:**

- Strengthen acute, primary health care and preventative service partnerships within the local government areas of Mitchell and Murrindindi;
- Participate and actively promote planning opportunities through work with local government, PHN's, primary care and acute settings;
- Develop and promote evidenced based service models and approaches that meet the diverse needs of consumers and communities across the sub-region.

## 8. Participation in the Partnership

### 8.1 Eligibility – Membership Level

The Lower Hume Primary Care Partnership offers one membership category 'General Membership'.

#### **General Membership**

General membership includes “core” organisations as specified in the DHHS guidelines and/or services responsible for the delivery of primary care services, in the local government areas of Mitchell and Murrindindi. (Attachment 2. Membership Categories).

#### **Leadership Team**

The Leadership Team is responsible for the strategic directions of LHPCP in accordance with the table below. The Leadership Team will consist of at least one representative from each of the following core services in each local government area and is drawn from the General Membership: (Attachment 1. Leadership Terms of Reference)

- Community Health
- Hospital or health service
- Local Government
- Primary Health Networks
- Mental Health Agency

### 8.2 Application for membership

- For new members, complete an “Application for New Members” form. (Attachment 3.)
- For existing members, complete an “Application to Renew Membership” form. (Attachment 4.)
- For membership of the Leadership Team complete a “Leadership Team Nomination” Form. (Attachment 5.)
- Applications to be submitted to the Executive Officer

### 8.3 Partnership Terms

By consenting to be a member of the LHPCP members agree to the following:

- To provide input into the development and implementation of strategies to meet the overall aims of the LHPCP strategic documents;
- Provide in-kind support and resources, where appropriate and support the strategic directions;
- Participate as appropriate in LHPCP projects and activities as relevant for successful implementation of DHHS priorities.

Attachment 6. Partnering Agreement “Signatory Form 2018 -2021”

## 9. Exit from the Partnership

### 9.1 Notice of withdrawal from the partnership

It is recognised that circumstances can occur that may result in an agency withdrawing from the partnership. In this event written advice should be given to the Executive Officer.

### 9.2 Failure to meet terms

If an agency member fails to meet its terms of the Partnership Agreement the Leadership team will review its participation in the Partnership. The dispute resolution process may be utilised in this circumstance. In extreme circumstances the Leadership Team may withdraw the agency from the membership.

The Leadership Team, where it is dissatisfied with the contribution of an individual representing an agency, may request an alternative representative. The emphasis however should be on resolution of such disputes through discussion, mediation and conciliation.

## 10. Dispute Resolution

The Partnership recognises and values the diversity of its members and seeks to anticipate and resolve differences in this spirit. Members are encouraged to openly express and discuss their issues or concerns so as to seek general consensus and agreement as part of the overall decision making process. In the event of a dispute between Members of the Partnership the following procedures will apply:

- a) The dispute will be raised, in the first instance, with the Chairperson of the Lower Hume PCP Leadership Team;
- b) Where a dispute cannot be resolved by the Chairperson or Leadership Team, or by reference to this Partnering Agreement, the Chairperson will meet with the parties to the dispute, and with their Chief Executive Officer (or his/her nominee);
- c) Where the dispute is not resolved by the above process within 7 days, any member to the dispute may give notice to the others that an attempt be made to resolve the dispute with the help of an arbitrator appointed jointly by the Leadership Team and parties to the dispute;
- d) If the parties to the dispute do not agree on an arbitrator within 7 days or the dispute is not resolved, the Leadership Team (excluding any members to the dispute) shall appoint an independent arbitrator, and thereafter members must co-operate fully with the arbitrator;
- e) The process of mediation, including the apportioning of costs between the parties, will be agreed between the parties, in consultation with the independent arbitrator. If the parties cannot agree to the process of mediation, the arbitrator will determine the process.

## 11. Insurance

The Department of Health and Human Services has secured insurance coverage with the Victorian Managed Insurance Authority (VMIA), which is the insurer of the healthcare agencies program, for all members of declared alliances for Primary Care Partnership funded activities as specified in the relevant service agreement.

Additional risk to the insurance contract has been assessed as minimal given that the activities are of a strategic planning and coordination nature. The activities covered are service coordination, integrated health promotion, integrated chronic disease management and other activities specified in the partnership agreement and/or in PCP strategic documents/plans.

The PCP Insurance Program covers:

- Industrial Special Risks
- Public and Product Liability Insurance
- Directors and Officers Liability Insurance
- Professional Indemnity Insurance and
- Personal Accident Insurance.

## 12. Confidentiality/Privacy

- a) Subject to both the provisions of relevant privacy legislation and appropriate client consent requirements, data shared between members that relates to clients and/or services provided must be treated as the proprietary information of individual providers and must not be published for purposes other than participation in approved projects.
- b) All partnership members must keep confidential any information to which they have access for the purpose of LHPCP. This confidentiality continues to apply to members after either their withdrawal from the LHPCP, the dissolution of the LHPCP, or the completion of the LHPCP.

### 12.1 Publications and Publicity

- a) Members must not publish information or make announcements regarding the LHPCP except in a manner approved by the Leadership Team.
- b) All collaborative LHPCP initiatives are to be identified as LHPCP projects and include branding with the LHPCP logo. Approval of use of the LHPCP logo is given by the Leadership Team through the Executive Officer.

### 12.2 Conflict of Interest

- a) Each member warrants that at the commencement date to the best of its knowledge, having made all reasonable inquiries, no conflict of interest exists in relation to this Agreement or is likely to arise during the period of this agreement. Each member will inform the Leadership Team as soon as it becomes aware of any matter that may give rise to a conflict of interest during the currency of this Agreement.
- b) Any information provided by a member under clause 12.2 is treated in confidence by the Leadership Team.

## 13. Allocation of Risk – Consequential Losses

Nothing will render a Member liable for any direct, indirect, special or consequential loss or damages (including loss of income or profits, and loss of expectation of income or profits) arising under or pursuant to this Agreement.

## **14. Review of the Partnering Agreement**

The Partnering Agreement will be reviewed in 2021 in accordance with the Leadership Team. Proposals to vary this Partnering Agreement must be in writing and referred to the LHPCP Leadership Team. Decisions on proposals to vary the Partnering Agreement will be decided by a simple majority of the LHPCP Leadership Team.

Variations to this Partnering Agreement may need to be approved by individual organisations including those who are represented on the LHPCP Leadership Team. Any agreed variations will be attached to this Partnering Agreement.

## **15. LHPCP Cessation**

In the event that the LHPCP ceases to exist the Executive will instruct the fund holder to return all unallocated monies and assets acquired by the LHPCP to the Department of Health and Human Services.

## **16. Responsibilities of the Auspice/Fund Holders**

The responsibilities of the auspice/fundholders are detailed in the Memorandum of Agreements between LHPCP and the Auspice/fundholders. These documents can be accessed on the LHPCP secure website; [www.lhpcp.org.au](http://www.lhpcp.org.au).



## Attachment 1. Leadership Team Terms of Reference

### Purpose

The purpose of the LHPCP Leadership Team is as follows:

- Develop, implement and monitor strategic directions.
- Further develop robust governance systems and process.
- Take responsibility for the PCP internal accountability;
- Implement appropriate management structures and processes for the PCP to enable planning and effective change within and between partner agencies and the broader health system.
- Provide decision making with respect to the PCP planning, priorities and activities and communicate with PCP members and stakeholders through an Annual Report and Annual Financial Statement.
- Convene an Annual Meeting of all member agencies and other members.
- Through the Chairperson, provide strategic direction to the Executive Officer.

### Accountability

The Leadership Team is accountable to the PCP members for discharging these governance management and decision making responsibilities including areas as follows:

- Financial performance and budget
- Strategic planning and reporting
- Appointment, management and performance review of Executive Officer
- Infrastructure
- Communication and reporting to member organisations / stakeholders
- Auspice/fund holder arrangements

Membership is drawn from member organisations and includes sector representation in line with stated requirements as detailed in the Information Resource, Primary Care Partnership Governance Requirements, Department of Health, March 2010. The number of members on the Leadership Team is limited to (10) ten.

### Membership

The Leadership Team comprises members with full voting rights as follows:

- Alexandra District Health
- Familycare
- Kilmore District Hospital
- Mitchell Shire Council
- Murrindindi Shire Council
- Murray PHN (Vacant)
- Nexus Primary Health
- Seymour Health
- Yea and District Memorial Hospital

### Membership Criteria

- Must be the CEO/Senior Manager with the service as listed on the LHPCP Member Agency Register;
- Be an active member of the partnership and have demonstrated alignment to the LHPCP Strategic Plans;
- Agree to sign the Partnership Agreement;
- Must be prepared to attend 75% of monthly meetings annually.

## **Election and Appointment of Officers and Ordinary Leadership Team members**

The Leadership Team, except for those appointed from nominated agencies will be elected at an Annual General Meeting of the Partnership. All members are entitled to vote. The following procedures apply for elected positions:

- a) Nominations will be called for elected positions from member agencies;
- b) Nominations for election as Officers or as ordinary members of the Leadership Team must be:
  - i. made in writing, signed by one other member of the LHPCP and accompanied by the written consent of the candidate.
  - ii. delivered to the Executive Officer of the LHPCP not less than seven (7) days before the date fixed for the holding of the Annual General Meeting
  - iii. Nominees must be able to demonstrate that they satisfy eligibility criteria
- c) If insufficient nominations are received to fill all vacancies on the Leadership Team, the candidates nominated will be deemed to be elected and further nominations may be received at the time of the Annual Meeting.
- d) If the number of nominations exceeds the number of vacancies to be filled, the following rules will apply: voting will be by a secret ballot; a simple majority will decide the outcome; and proxy votes are permitted.
- e) All votes will be scrutinised by the LHPCP Executive Officer and tabled at the next Leadership Team Meeting for endorsement.

Positions on the Leadership Team that have been appointed from nominated agencies will become vacant annually; however, these may be reappointed with support from the same agency.

## **Election of Chairperson and Deputy Chairperson**

The Leadership Team elects a Chairperson and Deputy Chairperson from among the Leadership Team at its first meeting after the Annual General Meeting, or upon the resignation of the current Chairperson.

## **Meetings of the Leadership Team**

- a) The Leadership Team must meet at least 10 times in each year at such place and such time as the Leadership Team may determine.
- b) Each member of the Leadership Team can nominate a deputy to attend and vote at meetings where a member is unavailable. The Executive Officer will be informed prior to the meeting of the Proxy's attendance.
- c) Meetings of the members of the Leadership Team are to be held at monthly intervals.

## **Agendas and Minute Taking**

The Chair will delegate minute taking and preparation of agendas to the EO. Agendas will be provided to members within five working days prior to the Leadership Team meeting. All documents will be accessed via the secure page of the LHPCP website.

## **Annual Meeting**

- A full partnership meeting shall be held annually in October or November, time and place to be determined by the Leadership Team.
- The ordinary business of the annual Meeting will be to share learning's and showcase the partnerships achievements against the Strategic documents declare to the Partnership Group, membership to the Leadership Team

## **Decision Making**

The Leadership Team will make decisions by majority vote of those present at the Leadership Team meeting. The process for urgent decision making is by email, with 24 hours response timelines and by majority of Leadership Team members responding indicating agreement.

### **Quorum**

- a) 50% plus one of positions filled on the Leadership Team constitutes a quorum.
- b) If there is no quorum then the meeting may proceed and be minuted; however; decisions may not be endorsed at the meeting. In such cases, and in between Leadership Team meetings, Leadership Team decisions and endorsements can be made using an email feedback process.
- c) If vacancies on the Leadership Team are not filled, then the accepted quorum will be 50% plus one of the positions filled.
- d) The Executive Officer or Chairperson, upon receiving a request in writing from not less than four (4) partnership members, must call an extraordinary meeting of the Leadership Team within 14 days of receipt of such request.
- e) Other participants and relevant external people (visitors) may be invited to attend a meeting/s at the request of the Chair on behalf of the Leadership Team to provide advice and/or information. Such participants will have no voting rights.

## **Changes to membership**

- Leadership Team members will cease to be a member if they resign or miss three consecutive meetings without providing an apology.
- New members may be recruited by the Leadership Team taking account of sector representation and that the person to be recruited demonstrates relevant skills, experience and authority.

## **Chairperson**

The position of chair is fixed and initially confirmed by the Leadership Team for a period up to 31 October of each year. The Chair is responsible for:

- Chairing the Leadership Team meetings according to agenda and timetable
- Facilitating discussion to ensure all members present are heard and items discussed
- Ensuring EO provides strategic, operational and financial reporting
- Representing the Leadership Team to the wider PCP community
- Representation and attendance at Regional and Statewide PCP and or DHHS meetings
- Liaison with funds holder/ auspice and DHHS
- Ensuring that operational and strategic planning is undertaken in accordance with DHHS requirements
- Inviting external people to Leadership Team meetings

## **Deputy Chairperson**

The position of Deputy Chair is fixed and initially confirmed by the Leadership Team for a period up to 31 October of each year. The Deputy Chair chairs the meeting in the absence of the Chair.

## **Executive Officer**

The Executive Officer with respect to the Leadership Team is responsible for:

- Scheduling meetings.
- Preparing agendas and minute taking.
- Communication to and consultation with Leadership Team members, PCP members and broader PCP community.
- Attendance at Leadership Team meetings and providing advice as required.

- Provision of administrative support to the Leadership Team.
- Informing the Chair of any changes in policy and/or funding that would impact on LHPCP and its member agencies.
- Following consultation development of strategic, transition, operational plans for Leadership Team approval.
- Management and monitoring of annual budget and provision of monthly reports to the Leadership Team.
- Provision of progress and final reports against plans.
- Management of the operations of the Lower Hume PCP.

### **Executive Officer Performance Review Committee**

The Executive Officer Performance Review Committee will consist of 1 and a maximum of 2 Leadership Team members. The review committee must include a member of the auspice agency.

### **Leadership Team Committees**

The Leadership Team recognises that there are times when a committee can act more effectively than the full Leadership Team. For the most part the function of a committee is to consider advice and/or solve problems and/or make recommendations to the Leadership Team on which only the latter has the power to make decisions or policy.

### **Finance Committee**

- The Finance Committee will consist of a minimum of 2 and maximum of 3 Leadership Team members (one being representative of the fund holder) and the Executive Officer.
- They will meet once annually or more frequently as required.
- They will review the annual draft budget, as developed by the EO and provide a recommendation to the Leadership Team for approval.

## Attachment 2. Membership Categories

Membership Category	Role/Responsibilities	Eligibility Requirements	Entitlements
<b>Leadership Team Members</b>	<ul style="list-style-type: none"> <li>• Strategic Direction</li> <li>• Monitoring of Strategic Plan/Plans</li> <li>• Developing and monitoring partnering agreement</li> <li>• Accountability for the funding and service agreement (FASA)</li> <li>• Representation on key deliverable</li> </ul>	<ul style="list-style-type: none"> <li>• Accept and approve the signatory to the FASA, with the agreement</li> <li>• Signatory to the Partnering Agreement</li> <li>• Actively contribute to the development and implementation of partnership's strategic plan</li> <li>• CEO and/or Senior Manager of a member agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Strategic decision making and influence</li> <li>• Voting rights at Leadership Team meetings</li> <li>• Nomination to Chair and Deputy Chair positions</li> <li>• Represent LHPCP as delegated</li> </ul>
<b>General Members</b>	<ul style="list-style-type: none"> <li>• Alignment with strategic direction</li> <li>• Participation in planning development</li> <li>• Participation in LHPCP activities, projects and collaborative/working groups</li> <li>• Participation in education and training programs</li> </ul>	<ul style="list-style-type: none"> <li>• Signatories to the Partnering Agreement</li> <li>• Actively participates in the development and implementation of the Strategic Plans to implement Regional and Sub Regional Priorities.</li> </ul>	<ul style="list-style-type: none"> <li>• Nomination of Leadership Team members</li> <li>• Able to hold PCP brokerage funds</li> <li>• Representation on collaborative/working groups</li> </ul>

**Attachment 3. Application for New Membership**

**Lower Hume Primary Care Partnership  
Application for New Membership 2018 - 2021**

**Agency Name:**

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**Application General Member**

**In so doing**

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**(agency)**

**agrees to be bound by the Lower Hume PCP Partnering Agreement**

**Name:**

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**Position:**

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**Signature**

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**Date**

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**Attachment 4. Application to Renew Membership**

**Lower Hume Primary Care Partnership  
Application to Renew Membership 2018 - 2021**

**Agency Name:**

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**Application General Member**

**In so doing**

\_\_\_\_\_ **(agency)**

**agrees to be bound by the Lower Hume PCP Partnering Agreement**

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## Attachment 5. Leadership Team Nomination Form

### Lower Hume Primary Care Partnership Nomination Form for Election to Leadership Team

**Nominee:** *(use a separate form for each nomination)*

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Member Organisation:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Endorsement of Nomination by Chief Executive Officer (or equivalent):**

**Name:** \_\_\_\_\_

**Organisation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_



**Signatory to the Lower Hume Primary Care Partnership  
Partnering Agreement**

**Name of Organisation:**

\_\_\_\_\_

**Dated the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**In the presence of:**

**Witness Name:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_