

**Corporations Act  
A Company Limited by Guarantee**

**Constitution  
South Western Sydney Primary Health Network  
Limited**

**As at 24 October 2024**

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## Constitution

### Date:

### 1 Definitions

#### 1.1 In this Constitution:

**Advisory Committee** means an advisory committee established by the Board under **clause 58.1**.

**Alternate Director** means a person for the time being holding office as an alternate director of the Company under **clause 53**.

**Appointed Director** means a Director appointed by the Board under this Constitution.

**Appointor** means in respect of an Alternate Director the Director who appointed the Alternate Director under **clause 53**.

**Associated Party** means each of the following:

- (a) the Company;
- (b) any related body corporate of the Company (as that term is defined under the Law); or
- (c) any other body corporate, trust or entity promoted by the Company or in which the Company has an interest of any kind.

**Board** means the board of Directors from time to time.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in the State.

**Commonwealth** means the Commonwealth of Australia, as represented by the Department of Health.

**Company** means the company named above whatever its name may be from time to time.

**Corporation** means any body corporate, whether formed or incorporated within or outside the State.

**Corporations Act** means the Corporations Act 2001 (Cth).

**Director** means a Director for the time being of the Company.

**Elected Director** means a Director elected by the Members under this Constitution.

**Full Member** means a member of the Company with the rights set out in **clause 9.4**.

**Governance Committee** has the meaning given to that term in **clause 11**.

**ITAA 97** means the Income Tax Assessment Act 1997 (Cth).

**Law** means the Corporations Act or any other statutory modification, amendment or re-enactment thereof for the time being in force and applicable to the Company and any

reference to any provision thereof is to that provision so modified, amended or re-enacted.

**Member** means a person admitted to membership of the Company of any class of membership in accordance with this Constitution. However, where the term Member is used in connection with voting it will be construed and confined as necessary only to refer to a Member who has the right to vote.

**Office** means the registered office for the time being of the Company.

**Officer** means an officer as defined in the Law.

**Primary Health Care** means the first line of health care which may be provided by a multidisciplinary team led by a General Practitioner.

**Region** means Bankstown, Fairfield, Liverpool, Camden, Wollondilly, Campbelltown and Wingecarribee.

**Register** means the register of Members kept under the Law.

**Representative** means a person appointed as a representative of a body corporate pursuant to Section 250D of the Law.

**Seal** means the common seal of the Company (if any).

**Secretary** means the secretary for the time being of the Company, and if there are joint secretaries, any one or more of such joint secretaries.

**Skills Matrix** means the matrix of competencies, skills and/or experience (or equivalent document) adopted by the Board from time to time that specifies the desired range of competencies, skills and/or experience to be demonstrated by the Directors and the Board, taking into account the Company's needs and objectives and other relevant matters at the time and the initial Skills Matrix is attached at **Schedule 1** of this Constitution.

**Special Resolution** has the meaning given to that term in the Corporations Act.

**State** means the State of New South Wales, Australia.

## **2 Interpretation**

2.1 In this Constitution and unless the contrary intention appears:

- (a) headings are for the convenience only and do not affect meaning;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing any gender include all other genders;
- (d) a reference to a person includes a corporation, a partnership, a body corporate, an unincorporated association, any other legal entity, and a statutory authority or government;
- (e) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) a reference to a clause is to a clause of this Constitution; and

- (g) any power, right, discretion or authority conferred on any person or groups of persons under this Constitution may be exercised at any time and from time to time.

### **3 Application of Corporations Act**

3.1 Except so far as a contrary intention appears anywhere in this Constitution:

- (a) all the replaceable rules in the Law are displaced by this Constitution and do not apply to the Company;
- (b) an expression which is given a general meaning by any provision of the Law has the same meaning in this Constitution; and
- (c) if at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that does not affect or impair:
  - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
  - (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Constitution.

### **4 Company limited by guarantee**

4.1 The Company is a public company limited by guarantee.

### **5 Objects**

5.1 The objects for which the Company is established are to improve patient care and health status in the Region and nationally by:

- (a) identifying the health needs of the community and procuring the development of locally focused and responsive health services to address those needs;
- (b) supporting and enhancing the central role of the General Practitioner in delivering Primary Health Care services;
- (c) supporting and enhancing the role of other Primary Health Care providers in delivering Primary Health Care services;
- (d) facilitating improved liaison between General Practitioners, Primary Health Care providers and other areas of the health care system;
- (e) ensuring the effective integration of general practice and other Primary Health Care providers with other elements of the health care system;
- (f) enabling General Practitioners and other Primary Health Care providers to contribute to health planning at all levels with an emphasis at the local level;
- (g) facilitating joint service planning with the South Western Sydney Local Health District;
- (h) improving the delivery of Primary Health Care services to patients by developing integrated and coordinated health services and programs;
- (i) facilitating the implementation and successful performance of Primary Health Care initiatives and programs;
- (j) facilitating increased General Practitioner and other Primary Health Care providers focus on illness prevention and health promotion activities;

- (k) meeting the special (and localised) health needs of groups (such as Aboriginal and Torres Strait Islanders and those of non-English speaking backgrounds) or people with chronic conditions particularly where these needs are not adequately addressed by the current health system; and
- (l) enhancing educational and professional development opportunities for General Practitioners, other Primary Health Care providers and undergraduates and encouraging them to continually maintain and upgrade their skills in the many areas of their practice.

5.2 The Company will seek to achieve its objects by:

- (a) raising money to further the aims of the Company and to secure sufficient funds for the purposes of the Company;
- (b) receiving any funds and to distribute those funds in a manner that best attains the objects of the Company;
- (c) doing all such things as are incidental, convenient or conducive to the attainment of all or any of the objects of the Company.

5.3 None of the above objects will be construed so as to limit or be limited by any other object.

5.4 The Company may also do anything which is ancillary or incidental to the above objects.

5.5 Solely for the purpose of carrying out these objects and not otherwise, the Company has the power to do all such things as are necessary, incidental or conducive to the attainment of the objects and, for that purpose and not otherwise, the Company has the legal capacity of an individual with all consequential powers as conferred by section 124 of the Law.

## **6 Application of Income**

6.1 The income and property of the Company, however and whenever derived, will be applied solely towards the promotion of the objects of the Company as set out in this Constitution.

6.2 No proportion of the income and property of the Company will be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to Members provided that nothing contained in this Constitution will prevent the payment in good faith of any of the following:

- (a) remuneration to any Officer or employee of the Company (including any firm or corporation in which any such Officer or employee has an interest);
- (b) remuneration to any Member of the Company (including any firm or corporation in which any such Member has an interest) in return for any services actually rendered or for any goods supplied to the Company in the ordinary and usual way of business;
- (c) reasonable and proper interest on money borrowed by the Company from any Member;
- (d) reasonable and proper rent for premises let by any Member to the Company; or
- (e) reimbursement of expenses reasonably and properly incurred by any Member on the Company's behalf with the consent of the Board.

- 6.3 Nothing in this clause prevents the Company from providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members.

## **7 Contribution of Members**

- 7.1 The liability of the Members is limited.
- 7.2 Each Member undertakes to contribute to the property of the Company in the event of the Company being wound up while that person is a Member or within one year after that person ceases to be a Member, for payment of:
- (a) the debts and liabilities of the Company contracted before that person ceases to be a Member; and
  - (b) the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves,
- such amount as may be required not exceeding AUD10.00.

## **8 No Distribution of Property**

- 8.1 If on the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the Members of the Company, but will be given or transferred to some other institution or institutions:
- (a) having objects similar to the objects of the Company; and
  - (b) whose constitution or rules prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under this Constitution.

Such institution or institutions are to be determined by the Members of the Company at or before the time of the dissolution and in default thereof by application to such court as may have or acquire jurisdiction in the matter.

- 8.2 If there are no other institutions or companies which meet the requirements of **clause 8.1**, the Company may give any property that remains after the winding up or dissolution of the Company (after satisfaction of all debts and liabilities) to one or more institutions, the objects of which are the promotion of charity and gifts which are allowable deductions pursuant to the ITAA 97.

## **9 Members**

- 9.1 The Members of the Company are the Full Members and such other persons as the Company admits to membership in accordance with this Constitution.
- 9.2 A Member must either be a company incorporated in Australia or an incorporated association. For the avoidance of doubt, applications for membership cannot be accepted from an individual or an unincorporated association.
- 9.3 An applicant seeking to become a Member must demonstrate that it falls within one of the following categories:
- (a) an organisation providing one or more of the following:
    - (i) Primary Health Care;
    - (ii) healthcare services;

- (iii) health education or research and evaluation services, within the Region; or
  - (b) an organisation which is a substantial consumer of one or more of the following:
    - (i) Primary Health Care;
    - (ii) healthcare services; or
    - (iii) research and evaluation services, in the Region.
- 9.4 An applicant seeking to become a Full Member must submit an application for membership in accordance with **clause 10.2**:
- (a) demonstrating that it is a registered not for profit entity or be in a position to demonstrate that its corporate mission is service and community focused and:
    - (i) it must:
      - (A) operate a substantial undertaking within and preferably across the Region as a provider of Primary Health Care; or
      - (B) operate a substantial undertaking within and preferably across the Region as a representative health professional body or consumer of Primary Health Care,
    - and
    - (b) demonstrating that it has objects or a mission statement for its organisation that substantially matches that of the Company.
- 9.5 A Full Member will be entitled to attend and vote at meetings of Members.
- 9.6 Any other health care provider or health service or other service provider may, at the discretion of the Board, be invited to join as a Full Member provided that the Board considers the nominee's activities are consistent with the objects of the Company.

## **10 Application for Membership**

- 10.1 The Directors may from time to time determine any entrance fee payable by applicants on application for Membership of the Company and until so determined no entrance fee will be payable.
- 10.2 Every applicant for Membership of the Company must execute and deliver to the Company an application for Membership in such form as the Board from time to time determines together with the entrance fee (if any) determined by the Board.
- 10.3 An applicant for Membership of the Company will provide in writing such other information in addition to that contained in the application as the Board requires.

## **11 Governance Committee**

- 11.1 The Board will form a committee including one or more Directors to:
  - (a) assess applications for Membership that the Company receives from time to time and make recommendations to the Board as to whether or not those applications should be accepted;

- (b) identify and nominate candidates for appointment to the Board as a director whether in response to a request from the Board or in preparation for an annual general meeting; and
- (c) manage the process for election of new Directors by Members.

## **12 Acceptance of Applications**

- 12.1 The Governance Committee must consider any application for Membership as soon as practicable after its receipt and make a recommendation to the Board, in its absolute discretion, as to whether the applicant should be accepted for Membership of the Company.
- 12.2 In making its recommendation in respect of each application, the Governance Committee must apply the criteria for membership set out in **clause 9** and in the Governance Committee Charter.
- 12.3 The Board will either admit or reject an applicant for Membership to the Company in accordance with the Governance Committee's recommendation.
- 12.4 When an applicant has been accepted for Membership of the Company, the Secretary must as soon as reasonably practicable send to the applicant written notice of the applicant's acceptance and will enter the applicant's name in the Register.
- 12.5 When an application for Membership of the Company is rejected, the Secretary will as soon as reasonably practicable send to the applicant written notice of such rejection and the entrance fee paid by such applicant will be refunded to it in full.
- 12.6 A certificate of Membership of the Company may be issued by the Company to each Member. Such certificate will remain the property of the Company and on demand in writing by the Secretary will be returned to the Company.
- 12.7 Membership of the Company will not be transferable whether by operation of law or otherwise and all rights and privileges of Membership of the Company will cease on the person ceasing to be a Member whether by resignation, winding-up or otherwise.

## **13 Register of Members**

- 13.1 A register of the Members of the Company must be kept in accordance with the Law.

## **14 Fees and Levies**

- 14.1 No Member will be required to pay an annual membership fee or any other fee in respect of its membership of the Company (and the Board will not seek to impose any such fee) to the extent that this would contravene any funding conditions (or equivalent requirements imposed by an external funding party) that apply to the Company.
- 14.2 Subject to **clause 14.1**, the application fee payable by each applicant for membership is such sum as the Board may prescribe from time to time but, for the avoidance of doubt, may be nil.
- 14.3 Subject to **clause 14.1**, the annual membership fee payable by each applicant for membership is such sum as the Board may prescribe from time to time but, for the avoidance of doubt, may be nil.
- 14.4 In order to provide additional funds required for the operation of the Company, the Board may determine that levies are to be paid by Members and may fix the amount

and the dates for payment thereof but until so determined no levies will be payable by Members.

- 14.5 If any fees or levies payable by a Member remain unpaid for a period of two calendar months after notice of such default is given to the Member by the Company, the Board by resolution may suspend all the privileges of membership (including the right to vote) of that Member, provided that the Board may reinstate the privileges of membership of that Member on payment of all arrears if the Board (in its absolute discretion) thinks fit to do so.

## **15 Cessation of Membership**

15.1 A Member's membership of the Company will cease:

- (a) if the Member resigns that membership by giving notice in writing addressed to the Secretary of the Company and such resignation will be effective from the date of receipt of the notice by the Secretary;
- (b) if the membership of the Member is terminated under **clause 17** and such termination will be effective from the date of the resolution of the Board;
- (c) if a Member is suspended in accordance with **clause 14.5** and such suspension is not reinstated within three months;
- (d) in the case of a Member, if:
  - (i) a liquidator is appointed in connection with the winding up of the Member; or
  - (ii) an order is made by a court for the winding up of a Member being a corporation; or
  - (iii) anything analogous to the foregoing happens to the Member under the laws of its domicile.

## **16 Continuing rights, liabilities etc**

16.1 The termination of a Member's membership (whether by resignation, expulsion or otherwise) will not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they:

- (a) arise under this Constitution or otherwise; and
- (b) are existing at the date of such termination or may arise or crystallise after that date out of, or by reason of, facts or circumstances occurring or in existence at or before that date.

16.2 Without limiting the generality of **clause 16.1**, termination of a Member's membership will not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in **clause 14**.

## **17 Non-compliance with Constitution, misconduct**

17.1 If any Member:

- (a) wilfully refuses or neglects to comply with the provisions of this Constitution;
- (b) in the opinion of the Board ceases to meet the qualifications for membership set out in **clauses 9.3** and **9.4**; or
- (c) is guilty of any conduct which in the opinion of the Board is unbecoming of the Member or prejudicial to the interests of the Company,

the Board may by resolution censure, suspend or expel the Member from the Company.

- 17.2 The Board does not have to give any reasons for resolving to censure, suspend or expel a Member from the Company in accordance with **clause 17.1**.
- 17.3 Any Member who is proposed to be censured, suspended or expelled:
- (a) will be given at least 30 days written notice of the meeting of the Board at which such a resolution is to be put which will state the nature of the opinion or allegations against the Member and the intended resolution; and
  - (b) must have the opportunity of giving orally or in writing any explanation or defence the Member may think fit at such meeting, before the passing of any resolution for censure, suspension or expulsion.

## **18 Governance of the Company**

- 18.1 The management of the business and affairs of the Company is vested in the Board.
- 18.2 The Board may exercise all powers and do all such acts and things which the Company is authorised or permitted to exercise and do and which are not by this Constitution or by statute directed or required to be exercised or done by the Company in general meeting.
- 18.3 The operation and effect of this **clause 18** is not limited in any way by **clauses 18.4** to **18.6** and **clause 19**.
- 18.4 The Board may exercise all the powers of the Company to:
- (a) borrow or raise money;
  - (b) charge any property or business of the Company,
  - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
  - (d) guarantee or to become liable for the payment of money or the performance of any obligations by any other person.
- 18.5 The Board may exercise the powers conferred on it by **clause 18.4** in such manner and on terms and conditions in all respects as it thinks fit.
- 18.6 All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments signed, drawn, accepted, endorsed or otherwise executed by the Company, and all receipts for money paid to the Company, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Board determines.

## **19 Attorney**

- 19.1 The Board may, by resolution, power of attorney, or other written instrument, appoint any person or persons, including any as described in **clause 56.6**, to be attorney or agent of the Company for such purposes, with such powers, authorities and discretions being powers, authorities and discretions vested in or exercisable by the Board for such period and subject to such conditions as the Board thinks fit.
- 19.2 The appointment may be on such terms for the protection and convenience of persons dealing with the attorney or agent as the Board thinks fit and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions vested in him or her.

## **20 Annual General Meeting**

- 20.1 The first annual general meeting of the Company must be held within 18 months of the date of its registration.
- 20.2 After the first annual general meeting, the Company must in each year hold its annual general meeting at such time and place as is determined by the Board provided that the date of such meeting is no more than five months after the close of the relevant financial year.
- 20.3 The business of each annual general meeting will be to:
- (a) receive and consider the audited accounts of the Company;
  - (b) receive and consider the report of the chairperson on the affairs of the Company;
  - (c) receive and consider the recommendations of the Board;
  - (d) appoint any new Directors nominated in accordance with **clause 36**;
  - (e) elect the Company's auditor (if applicable); and
  - (f) transact any other business of which due notice has been given or which, in the opinion of the chairperson of the meeting, may be expedient.
- 20.4 Motions may be submitted to a general meeting of the Company only by a Director or by Member(s) who hold no less than 5% of the votes that may be cast on the resolution to be put to a general meeting must be received in writing by the Company not less than two months prior to the general meeting at which it is desired to consider and vote on the motion.

## **21 General Meetings of Members**

- 21.1 Any Director may convene a general meeting of the Members whenever they think fit.
- 21.2 The Board must convene a general meeting of Members if required to do so under the Law.
- 21.3 Subject to the provisions of the Law relating to agreements for shorter notice, at least 21 days' notice must be given of a general meeting of those of the Members who are entitled to attend.
- 21.4 A notice of general meeting of the Members must:
- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
  - (b) state the general nature of the meeting's business;
  - (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution; and
  - (d) if a Member is entitled to appoint a proxy, contain a statement setting out the following information:
    - (i) that the Member has a right to appoint a proxy;
    - (ii) whether or not the proxy needs to be a Member of the Company; and
    - (iii) that a Member who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

- 21.5 Without limiting **clause 21.4**, each notice of general meeting will contain the information required by the Law.
- 21.6 The non-receipt of notice of a general meeting or proxy form by, or the accidental failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice will not invalidate the proceedings of or any resolution passed at the meeting.
- 21.7 A person's attendance at a general meeting waives any objection that the person may have as to a failure to give notice, or the giving of a defective notice, of the meeting except if the person at the beginning of the meeting objects to the holding of the meeting.
- 21.8 Whenever a general meeting of the Members is adjourned for less than 21 days, no further notice of the time and place of the adjourned meeting need be given.
- 21.9 Whenever a general meeting of the Members is adjourned for 21 days or more, at least three days' notice of the time and place of the adjourned general meeting will be given to Members.
- 21.10 Notice of every general meeting of the Members will be given in a manner authorised by **clause 65** and in accordance with the Law to:
- (a) every Member entitled to attend the general meeting of the Members;
  - (b) every Director and Alternate Director; and
  - (c) the auditors of the Company.
- 21.11 No other person is entitled to receive notices of general meetings.
- 21.12 Members as provided in **clause 9** are entitled to attend meetings of the Members as well as any other persons entitled to attend under the Law.
- 21.13 The chairperson may require any person to leave and remain out of any meeting who in the opinion of the chairperson is not complying with his or her reasonable directions.
- 21.14 The Board may whenever it thinks fit postpone or cancel any general meeting of the Members by giving written notice to the Members other than a general meeting that the Board is required to convene and hold under the Law.

## **22 Quorum**

- 22.1 A quorum for a general meeting is the number equal to 50% of all Members entitled to attend and vote at the general meeting (whether present in person or by proxy) plus one Member. For the purposes of determining whether a quorum is present:
- (a) where a Member appoints more than one proxy or attorney or Representative, only one such proxy, attorney or Representative will be counted; and
  - (b) a Member who is present in their own capacity and as a proxy, attorney or Representative of another Member will be counted only once.
- 22.2 No business can be transacted at any meeting of the Members unless the requisite quorum is present at the commencement of the meeting.
- 22.3 If a quorum is present at the beginning of a meeting of the Members it is deemed present throughout the meeting unless the chairperson otherwise declares on the chairperson's own motion or at the insistence of a Member, the attorney of a Member, the proxy of a Member, or a Representative.

- 22.4 If half an hour after the time appointed for a meeting of the Members a quorum is not present, a meeting convened by the Board on a request of Members or by the Members as is provided by the Law will be dissolved, but in any other case the meeting will be adjourned to such other day, time and place as the Board may by notice to the shareholders appoint, but failing such appointment, then to the same day in the next week at the same time and place as the meeting adjourned.
- 22.5 If at any adjourned general meeting a quorum is not present after half an hour from the time appointed for that adjourned general meeting, then the meeting will be dissolved.

### **23 Chairperson**

- 23.1 The Board may elect an individual to preside as chairperson at every meeting of the Members.
- 23.2 If there is no such chairperson, or if at any meeting of the Members, such person is not present within 15 minutes of the time appointed for holding the meeting or willing to act for all or part of the meeting, the Director or Directors present may choose another Director as chairperson of the meeting (or part of it).
- 23.3 If no Director is present or if all Directors present decline to act as chairperson for all or part of the meeting, the Members present may choose one of their number to be chairperson of the meeting (or part of it).

### **24 Conduct of General Meetings**

- 24.1 Subject to the requirements of the Law, the chairperson will be responsible for the conduct of general meetings and for the procedures to be adopted at general meetings.
- 24.2 The chairperson may make rulings, adjourn the general meeting without putting the question (or any question) to the vote if such action is required to ensure the orderly conduct of the general meeting.
- 24.3 The chairperson may require the adoption of any procedures which are in the chairperson's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.
- 24.4 The chairperson may determine conclusively any dispute concerning the admission, validity or rejection of a vote.
- 24.5 The chairperson may, in his or her absolute discretion, refuse any person admission to a general meeting, or expel the person from the general meeting and not permit them to return, if the chairperson reasonably considers that the person's conduct is inappropriate. Inappropriate conduct in a general meeting includes:
- (a) the use of offensive or abusive language which is directed to any person, object or thing;
  - (b) attendance at the meeting while under the influence of any kind of illicit drug, or using or consuming any illicit drug at the meeting, including any alcoholic substance; or
  - (c) possession of any article, including a recording device or other electronic device or a sign or a banner which the chairperson considers is dangerous, offensive or likely to become so.

24.6 Nothing contained in this **clause 24** will be taken to limit the powers conferred on the chairperson by Law.

## **25 Adjournment of General Meetings**

25.1 The chairperson will adjourn a general meeting of the Members from time to time and from place to place; if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so.

25.2 No business will be transacted at any adjourned general meeting other than the business left unfinished at the general meeting from which the adjournment took place.

## **26 Voting**

26.1 At any general meeting of Members, each Member will have one vote.

26.2 At any general meeting of Members, a resolution put to the vote of the meeting will be decided on a show of hands unless before a vote is taken or before or immediately after the declaration of the result of the show of hands a poll is demanded:

(a) by the chairperson; or

(b) by any Member or Members present in person or by proxy or attorney or by a Representative, who are together entitled to at least 5% of the votes that may be cast on that resolution on a poll,

but no poll will be demanded on any resolution concerning the election of a chairperson of a meeting or the adjournment of any meeting.

26.3 Subject to the requirements of the Law in relation to special resolutions, a resolution will be taken to be carried if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution exceeds one-half.

26.4 A declaration by the chairperson that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of, or against, such resolution.

26.5 Subject to any special rights or restrictions for the time being attaching to any class of Membership:

(a) on a show of hands at a meeting of the Members every person present who is either a Member, a proxy, an attorney or a Representative of a Member has one vote; and

(b) on a poll at a meeting of the Members, each Member will have one vote.

26.6 Notwithstanding this Constitution, a Member will not be entitled to vote on any question, either personally, by proxy, by attorney, or by a Representative at any meeting of the Members, or on a poll if the Board has so resolved pursuant to **clause 17** and such entitlement to vote has not been reinstated in accordance with **clause 17**.

26.7 In the case of any dispute as to the admission or rejection of a vote, the chairperson may determine the dispute and such determination made in good faith will be conclusive.

- 26.8 No objection to the qualification of any person to vote will be raised except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at that meeting is valid for all purposes.
- 26.9 Any objection to the qualification of any person to vote at a meeting of the Members made in due time will be referred to the chairperson, whose decision made in good faith is final and conclusive.
- 26.10 A resolution in writing signed by all Members entitled to vote on the resolution is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.
- 26.11 A resolution in writing may consist of several documents in like form, each signed by one or more Members and if so signed it takes effect on the latest date on which a Member signs one of the documents.

## **27 Poll**

- 27.1 If a poll has been demanded under this Constitution, it will be taken in such manner and at such time and place as the chairperson directs, and either at once or after an interval or adjournment or otherwise.
- 27.2 The result of the poll will be deemed to be the resolution of the general meeting at which the poll was demanded.
- 27.3 The demand for a poll may be withdrawn.
- 27.4 The demand for a poll will not prevent the continuance of the meeting or the transaction of any business other than the resolution on which a poll has been demanded.

## **28 No Casting Vote**

- 28.1 In the case of an equality of votes at any general meeting, the chairperson does not have a casting vote, in addition to the vote or votes to which the chairperson is entitled as a Member, proxy or attorney of a Member or Representative.
- 28.2 If there is an equality of votes in respect of a resolution, that resolution will be deemed not to have been passed.

## **29 Proxies and Attorneys**

- 29.1 A Member is entitled to appoint another person (whether a Member or not) as the Member's proxy or attorney as the case may be to attend and vote instead of the Member at the meeting.
- 29.2 A proxy or attorney may be appointed for all meetings or for any number of meetings or for a particular purpose.
- 29.3 Subject to the terms of their appointment, a person attending as a proxy, or as the attorney of a Member, or as representing a corporation which is a Member, has all the powers of a Member, except where expressly stated to the contrary.
- 29.4 Every instrument appointing a proxy or attorney whether for a specified meeting or otherwise will be in such form as the Board may prescribe or accept.

- 29.5 Any instrument of proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the chairperson or such other person as is nominated by the Board in the notice convening the relevant meeting of the Members.
- 29.6 Any instrument of proxy sent out by the Company to Members in respect of a proposed general meeting of Members will make provision for the Member to indicate whether the Member wishes to vote for or against any resolution.
- 29.7 The Member may but need not give an indication or direction as to the manner in which a proxy is to vote in respect of a particular resolution.
- 29.8 Where an indication or direction is given, the proxy is not entitled to vote on the resolution on behalf of that Member except in accordance with that indication or direction.
- 29.9 An instrument appointing a proxy or attorney:
- (a) must be in writing in any form permitted by the Law and signed by the Member making the appointment; and
  - (b) may contain directions as to the manner in which the proxy or attorney, as the case may be, is to vote in respect of any particular resolution or resolutions.
- 29.10 An instrument appointing a proxy or an attorney (and, the power of attorney or other authority (if any) under which it is signed or a copy of that power or authority certified as a true copy by statutory declaration or a facsimile of any of the documents referred to in this **clause**) must be deposited at the Office not less than 48 hours before the time scheduled for commencement of the general meeting of Members (or any adjournment of that general meeting) at which the person named in the instrument intends to vote.
- 29.11 A proxy or power of attorney is invalid unless it is deposited in accordance with **clause 29.10**.
- 29.12 A facsimile of a written appointment of a proxy or a power of attorney is valid, unless the notice of meeting of the Members to which the appointment relates requires production of the written appointment at the meeting and that requirement is not complied with.
- 29.13 Subject to the Law, the Board or chairperson's decision as to the validity of a proxy or power of attorney or a facsimile thereof will be final and binding.
- 29.14 A vote given in accordance with the terms of an instrument appointing a proxy or attorney will be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the proxy or power of attorney if no intimation in writing of the death, unsoundness of mind or revocation has been received at the Office, not less than 48 hours before the time scheduled for the commencement of the meeting at which the person named in the proxy or power of attorney, as the case may be, intends to vote.
- 29.15 If a Member is present at a meeting of the Company and a proxy or attorney for such Member is also present, the proxy or attorney is not, in respect of the membership to which the proxy or attorney relates, entitled to vote on a show of hands or on a poll.
- 29.16 If more than one proxy or attorney or Representative for a Member is present at a meeting of the Company, only one of them will be entitled to vote on a show of hands, or on a poll.

29.17 Notwithstanding any other **clause**, a Member will not be entitled to vote, and any vote purported to be cast by the Member or any proxy, attorney or Representative for the Member, will be disregarded on a particular resolution where such a vote is prohibited by the Law.

### **30 Appointment of Representative by Corporation**

30.1 Any Corporation which is a Member by a resolution of its Directors may authorise any person (whether a Member or not) it thinks fit to act as its Representative at all meetings or any particular meeting or meetings held during the continuance of the authority, whether the meeting is of the Company or of any class of Members of the Company.

30.2 Unless otherwise specified in the appointment, a Representative acting in accordance with his or her authority until it is revoked by the Corporation, is entitled to exercise the same powers on behalf of that Corporation as that Corporation could exercise at a meeting or in voting on a resolution.

30.3 A certificate:

(a) signed by two Directors of the Corporation (or where the Corporation has only one Director, signed by that Director); or

(b) signed by one Director and one secretary of the Corporation,

or such other document as the chairperson of the meeting in his or her sole discretion considers sufficient will be prima facie evidence of the appointment or of the revocation of the appointment (as the case may be) of a Representative.

### **31 Board**

31.1 Subject to **clause 33.2**, the number of Directors must not be less than seven and must not be more than nine consisting of:

(a) no more than six Elected Directors; and

(b) no more than three Appointed Directors,

provided that at any given time, and subject to **clause 34.2**, at least three acting Directors must be General Practitioners.

31.2 Subject to section 203B of the Corporations Act, the provisions of this **clause 31**, in relation to the appointment of Directors, are to the exclusion of any power otherwise conferred on the Directors or Members by this Constitution.

### **32 No Disqualification**

32.1 For the avoidance of doubt, no Director may, at the time that they are appointed, be a full time or part time employee of the Company other than being employed by the Company solely to perform their role as a Director.

32.2 Subject to compliance with the Law, a Director, or any entity in which the Director has a direct or indirect interest (as applicable), may:

(a) enter into a contract or arrangement with an Associated Party;

(b) hold any office or place of profit (other than auditor) in an Associated Party;

(c) act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.

32.3 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:

- (a) any contract or arrangement entered into in accordance with **clause 32.2(a)** by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable; and
- (b) a Director may do any of the things specified in **clause 32.2** without any liability to account to the Company or any other person for any direct or indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

### **33 Rotation of Directors**

- 33.1 Directors forming part of the Board will be nominated and appointed in accordance with the process described in **clauses 34** and **35**.
- 33.2 The number of Directors to be appointed or elected to the Board must not be less than seven but not more than nine provided that:
- (a) of the Directors elected by the Members, those Director must be nominees of the Governance Committee; and
  - (b) of the Directors appointed by the Board, those directors may be nominees of the Governance Committee or the Board, as the Board sees fit (in its sole discretion).
- 33.3 At each annual general meeting, one third of the Board (excluding the Chairperson) comprising:
- (a) one Director appointed by the Board; and
  - (b) two Directors elected by the Members,
- for the time being or, if their number is not three or a multiple of three, then the number nearest to but not exceeding 1/3, must retire from office in each year.
- 33.4 The retirement of each Director, retiring under **clause 33.3** takes effect, at the close of the applicable annual general meeting.
- 33.5 No Director, other than the chairperson, may retain office for more than three consecutive annual general meetings or three consecutive years, whichever is longer, without submitting themselves for re-election even though the submission results in more than 1/3 of the Board retiring from office. No Director, other than the chairperson under **clause 50.2**, may retain office for nine consecutive annual general meetings or nine consecutive years and such Director may not be considered for re-election for at least one year after they have ceased to be a Director.
- 33.6 The Director or Directors to retire at an annual general meeting are those who have been longest in office since their election.
- 33.7 As between or among two or more Directors who became Directors on the same day, the Director or Directors to retire are determined by lot unless they otherwise agree between or among themselves.
- 33.8 For the avoidance of doubt, the chairperson is not required to retire by rotation unless they have been chairperson for either:
- (a) a consecutive period of six years; or
  - (b) if the Board so determines to extend the period for which a person elected as Chairperson is able to hold office beyond six consecutive years (under **clause**

**50.2)**, such extended period (beyond six consecutive years) as approved by the Members at the relevant General Meeting

#### **34 Criteria for new Directors**

- 34.1 The Company will be governed by a skills-based board that will consist of Directors having the appropriate competencies, skills and experience specified in the Skills Matrix.
- 34.2 At least three of the Directors appointed to the Board at any time must be General Practitioners. Such Directors may be either appointed by the Board or elected by the Members but must be selected having regard to the Skills Matrix.
- 34.3 Directors will be appointed by either:
- (a) the Board in accordance with **clauses 35 or 38**; or
  - (b) the Members in general meeting in accordance with **clause 36**.

#### **35 Nomination and appointment of new Directors by the Board**

- 35.1 Persons seeking appointment as a Director by the Board may be nominated by either the Board or the Governance Committee in accordance with **clause 35.2**.
- 35.2 The Board may either:
- (a) select nominees itself by application of the Skills Matrix; or
  - (b) procure the Governance Committee to select nominees by application of the Skills Matrix having regard to the requirements of the Board at the time.
- 35.3 If the Board requests the Governance Committee to identify nominees for appointment as Directors, it must notify the Governance Committee in writing of:
- (a) the number of Directors it seeks to appoint;
  - (b) the skill set it requires for each new Director; and
  - (c) the date by which nominations are required.
- 35.4 When the Governance Committee receives a notification in accordance with **clause 35.3**, subject to **clause 35.5**, it must identify appropriate nominees by applying:
- (i) the Skills Matrix; and
  - (ii) any additional criteria set out in the Governance Committee Charter;
  - (iii) and other guidelines issued by the Board.
- 35.5 In performing its functions in accordance with either **clause 35.4**, the Governance Committee may:
- (a) re-nominate the Director retiring by rotation; or
  - (b) nominate more than one candidate for the role.
- 35.6 Once the nominations have been received, the Board must seek written consent to the nomination from the candidate and then circulate information about each candidate to the Board.
- 35.7 The Board will appoint new directors in accordance with **clause 38**.

### **36 Nomination of new Directors for election by Members**

- 36.1 Persons seeking election as a Director by the Members must be nominated by the Governance Committee.
- 36.2 The Governance Committee must select nominees for election as Director by the Members by application of the Skills Matrix. The Governance Committee may nominate more than one candidate for each position available.
- 36.3 Subject to **clause 36.4**, by not later than 5.00 pm 35 business days prior to the annual general meeting at which a Director is to retire from office, the Governance Committee must:
- (a) determine the skill set required for the new Director;
  - (b) identify, by applying:
    - (i) the Skills Matrix; and
    - (ii) any additional criteria set out in the Governance Committee Charter;
    - (iii) and other guidelines issued by the Company as to the required area of expertise or skill set of nominees to be elected as replacement Director; and
- notify the Board of the nominees in writing.
- 36.4 In performing its functions in accordance with either **clause 36.3**, the Governance Committee may:
- (a) re-nominate the Director retiring by rotation; or
  - (b) nominate more than one candidate for the role.
- 36.5 Once the nominations have been received, the Company must seek written consent to the nomination from the candidate and then circulate information about each candidate to the Members prior to the annual general meeting.
- 36.6 The business of the annual general meeting must include separate resolutions for the appointment of each candidate nominated to be a Director.
- 36.7 If, at the conclusion of the annual general meeting, there is a Director who is unable to retire as a result of his nominated replacement not being appointed by the meeting then, the Company must promptly convene a general meeting for the purpose of considering alternate candidates to replace that retiring Director. Once an alternate candidate has been appointed to replace the retiring Director, that retiring Director's resignation will take effect from the end of the applicable general meeting.
- 36.8 If, at the general meeting, one or more of the new candidates is not appointed as a Director, the process described in **clause 36.3** will be repeated once. If, at the next general meeting, the Members still do not approve the appointment of the new candidate, the retiring Director will remain a Director of the Company.

### **37 Appointment procedure – Directors**

- 37.1 A Director who retires at an annual general meeting (or a general meeting) continues to hold office until the end of that meeting.
- 37.2 A Director who is appointed at an annual general meeting (or a general meeting) takes office immediately after the end of that meeting.

### **38 Casual Vacancy**

- 38.1 Subject to the restrictions set out in **clause 38.3**, the Board may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors provided that the total number of Directors does not at any time exceed the number fixed in accordance with this Constitution.
- 38.2 Any Director who is appointed to fill a casual vacancy will hold office until the next general meeting of Members.
- 38.3 In the event of a vacancy or vacancies in the office of a Director or offices of Directors so that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Board may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or convening a general meeting of the Company.

### **39 Returning officer or chairperson to act**

The returning officer must determine all questions about validity of votes and procedure at an election. If there is no returning officer or he or she declines to do so the Chairperson will do so.

### **40 Directors Remuneration**

- 40.1 The Directors and/or Secretary may be paid by way of fees for their services the amounts, if any, determined from time to time by the Board.
- 40.2 Fees paid in accordance with **clause 40.1** accrue from day to day.
- 40.3 A Director and/or Secretary may be paid a fee in return for any extra services actually rendered to the Company in a professional or technical capacity (other than within his or her ordinary duties as a Director):
- (a) with the prior approval of the Board; and
  - (b) where the amount payable does not exceed a commercially reasonable amount.
- 40.4 A fee payable in accordance with **clause 40.3** may be paid either by fixed sum or at a rate determined by the Board.
- 40.5 Each Director and/or Secretary must be reimbursed for out-of-pocket expenses reasonably and properly incurred by the Director or Secretary in connection with Company business (including travel and accommodation expenses). Alternatively, the Company may pay such amounts on the Director or Secretary's behalf.

### **41 Resignation of Directors**

A Director may resign from office on giving the Company notice in writing.

### **42 Suspension of Director guilty of prejudicial behaviour**

- 42.1 If the conduct or position of any Director is such that continuance in office appears to a majority of the Board to be prejudicial to the interests of the Company, a majority of the Board at a meeting of the Board specially convened for that purpose may suspend that Director.

42.2 Within 14 days of the suspension, the Board will call a general meeting, at which the Members may either confirm the suspension and remove that Director from office in accordance with law, or annul the suspension and reinstate that Director.

### **43 Automatic Vacation of office of Director**

43.1 The office of a Director is vacated if that Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) is absent without the consent of the Board from all meetings of the Board held during a period of three months and the Board resolves that his or her office be vacated;
- (c) resigns the office of Director;
- (d) is removed in accordance with the Law;
- (e) becomes bankrupt or suspends payment or liquidates by arrangement or compounds with or assigns his or her estate for the benefit of his or her creditors; or
- (f) otherwise ceases to be, or becomes prohibited from being, a Director by virtue of this Constitution or the Law.

### **44 Meetings of Directors**

44.1 A Director may at any time and the Secretary will, on the request of a Director, convene a meeting of the Board.

44.2 Notice of every Board meeting will be given to each Director and Alternate Director.

44.3 Notice of a Board meeting may be given in writing or by radio, telephone, closed-circuit television, fax, email or other electronic means of communication.

44.4 At a Board meeting, a quorum will be constituted if one half of the Directors (or their Alternate) plus one (rounded up to the next highest whole number) are present.

44.5 A meeting of the Board during which a quorum is present is competent to exercise all or any of the authorities, powers and discretions under this Constitution for the time being vested in or exercisable by the Board generally.

44.6 Where a quorum cannot be established for a meeting of Directors (or consideration of a particular matter) a Director may convene a general meeting of Members to deal with the matter or the matters in question.

44.7 For the purpose of determining whether a quorum is present, an Alternate Director who is present in both his or her own capacity as a Director and as an Alternate Director for one or more Appointors will be counted only once.

### **45 Mode of Meetings**

45.1 A Director present at the commencement of the meeting will be conclusively presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the meeting.

45.2 Any minutes of a meeting of the type referred to in **clause 45.1** purporting to be signed by the chairperson of that meeting or by the chairperson of the next succeeding meeting

of the Board will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the meeting.

- 45.3 When by the operation of **clause 45.1** a resolution is deemed to have been passed at a meeting of the Board, that meeting will be deemed to have been held at such place as is determined by the chairperson of the relevant meeting, provided that at least one of the Board who took part in the meeting was at such place for the duration of the meeting.

#### **46 Votes at meetings of the Board**

- 46.1 Motions and resolutions arising at any meeting of the Board will be decided by a majority of votes and each Director has one vote.
- 46.2 A person who is an Alternate Director is entitled to one vote (in addition to the Alternate Director's own vote as a Director, if any) on behalf of each Appointor whose alternate the Alternate Director is and who is not personally present.

#### **47 No Casting vote for chairperson of Directors**

- 47.1 Subject to the Law, in case of an equality of votes the chairperson of a meeting of the Board will not have a second or casting vote.
- 47.2 In case of an equality of votes, the resolution in relation to such votes will be deemed not to have been passed.

#### **48 Participation where Directors Interested**

- 48.1 A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Law.
- 48.2 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies him or her from voting then one or more of the members of the Board (including those who have the disqualifying interest in the matter) may call a general meeting of the Members and the general meeting of Members may pass a resolution to deal with the matter.
- 48.3 Subject to compliance with the Law, a Director may execute or participate in the execution of a document by or on behalf of the Company.

#### **49 Written resolutions of Directors**

- 49.1 Subject to **clause 49.5**, a resolution in writing signed by at least 60% Directors entitled to vote on the resolution is to be treated as a determination of the Board passed at a meeting of the Board duly convened and held.
- 49.2 A resolution in writing may consist of several documents in like form, each signed by one or more of the Members of the Board and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- 49.3 If a resolution in writing is signed by an Alternate Director, it must not also be signed by the appointor of the Alternate Director and vice versa.
- 49.4 For the purposes of this **clause 49**:

- (a) a reference to 60% of the Directors entitled to vote does not include a reference to a Director who, at a meeting of the Board, would not be entitled to vote on the resolution;
- (b) any document so signed by a Director may be received by the Company at the Office (or other place agreed by the Board) by post, by facsimile or other electronic means or by being delivered personally by that Director.

49.5 Notwithstanding any other provision of this **clause 49**, but subject to the Company's compliance with the requirements of this Constitution and applicable corporations law, a resolution of the Directors may only be passed in accordance with the provisions of this **clause 49** if all of the Directors (who are entitled to vote on the resolution) have been notified in writing of the proposed resolution and have been provided with a copy for signing.

## **50 Chairperson of Directors**

50.1 If no chairperson is elected or if at any meeting the chairperson is not present within 15 minutes of the time appointed for holding the meeting or is not willing to act as chairperson for all or part of that meeting, the Directors present will choose one of their number to be chairperson of that meeting or part of that meeting (as the case may be).

50.2 The Board may determine the period for which a person elected as chairperson is to hold office which, for the avoidance of doubt, may be less than six consecutive years. Should the Board seek to extend the period for which a person elected as chairperson is to hold office beyond a consecutive period of six consecutive years, it must seek the approval of Members for such extension in accordance with **clause 33.8**, provided that the Board cannot extend the chairperson's period of election for more than nine consecutive years.

50.3 For the avoidance of doubt, while a Director may not hold the office of chairperson for more than six consecutive years unless the Board determines otherwise under **clause 50.2**, that person may remain as an appointed Director subject to **clause 33.5**.

50.4 If the Board does not make such a determination under **clause 50.2**, then the person concerned will hold office until the first to occur of:

- (a) that person's sixth consecutive general meeting in office as chairperson;
- (b) the Board at any time during that person's tenure as chairperson resolving that the person will from that time cease to hold that office; or
- (c) that person ceases to be a Director.

50.5 If the Board does make such a determination then the person concerned will hold office until the first to occur of the expiration of that period, the person ceasing to be a Director or the Board at any time during that period resolving that the person will from that time cease to hold that office.

50.6 When a Director who is the chairperson retires at an annual general meeting either by rotation or otherwise, a new chairperson must be appointed in accordance with the terms of this **clause**.

## **51 Committee of Directors**

51.1 The Board may delegate any of its powers to committees consisting of one or more of the Board as it thinks fit, and the Board may revoke that delegation.

51.2 A committee will conform to any directions and regulations that may be imposed on it by the Board in the exercise of its powers.

51.3 So far as they are capable of application and with the necessary changes, the provisions of the **clauses** for regulating the meetings and proceedings of the Board govern the meetings and proceedings of committees of two or more Directors to the extent that the same are consistent with any directions and regulations made by the Board.

51.4 Where a committee consists of two or more Directors, a quorum will be any two Directors or such larger number as the committee itself determines.

## **52 Defects in appointment or qualifications of Director or a member of a committee**

52.1 All acts done at any meeting of the Board or of a committee of Directors or by any person acting as a Director will be valid even if it is later discovered that there is some defect in the appointment of a Director or a member of the committee or of the person acting as aforesaid, or that any Director or member of the committee was disqualified or not entitled to vote.

## **53 Appointment and removal of Alternate Directors**

53.1 Each Director has power to appoint any person who is not an auditor of the Company (or a partner, employer or employee of an auditor of the Company) to be his or her alternate to act in the Appointor's place provided that:

- (a) where the nominee is not an existing Director, the nomination is approved by the Board in accordance with **clauses 53.2 to 53.4**;
- (b) the Appointor may only appoint an Alternate Director once in a 12 month period or more frequently if agreed by the Board (in its sole discretion) by way of ordinary resolution;
- (c) the term of such appointment cannot continue for more than two consecutive meetings of Directors or such longer period as agreed by the Board (in its sole discretion) by way of ordinary resolution; and
- (d) the Appointor may, at any time and regardless of whether the appointment of an Alternate Director is for a specified period, revoke the appointment of a person as his or her Alternate Director.

53.2 If an Appointor seeks to appoint an Alternate Director, the Appointor must first seek approval of the remaining Directors by submitting a written application to the Company.

53.3 The Appointor's application will be deemed to have been rejected unless, within five Business Days of the date on which the Company receives the Appointor's request, the remaining Directors resolve to approve the appointment.

53.4 If the remaining Directors do not approve the appointment of the proposed Alternate Director, the Appointor may either:

- (a) nominate an alternate candidate for approval by the remaining Directors; or
- (b) allow the application to appoint an Alternate Director to lapse.

53.5 Subject to the Law, an Alternate Director:

- (a) may act in the place of his or her Appointor;

- (b) is entitled to attend and vote and be counted in determining a quorum at any meeting of the Board except while his or her Appointor is present;
  - (c) has all the rights and powers of his or her Appointor (other than those conferred by this **clause 53**) and will be subject to the duties of his or her Appointor;
  - (d) will be subject in all respects to the conditions applicable to the other Directors; and
  - (e) may act as an Alternate Director to more than one Director and is entitled to one vote in respect of each Appointor where the Appointor is not present.
- 53.6 Subject to the Law, an Alternate Director is not prohibited from voting or being present in respect of a matter by reason only that the Alternate Director's Appointor is prohibited from voting or being present in respect of that matter.
- 53.7 An Alternate Director is an Officer of the Company and will not be deemed to be the agent of his or her Appointor.
- 53.8 Subject to **clause 53.9**, if any Appointor ceases to be a Director, his or her Alternate Director (if any) immediately ceases to be an Alternate Director. For so long as an Appointor is suspended his or her Alternate Director is also suspended.
- 53.9 When an Appointor retires at a general meeting and is re-appointed as a Director at that meeting, his or her Alternate Director (if any) will remain an Alternate Director for that Director unless the instrument of appointment of the Alternate Director otherwise provides.

## **54 Minutes**

- 54.1 The Board will cause minutes of:
- (a) all proceedings and resolutions of meetings of Members;
  - (b) all proceedings and resolutions of meetings of the Board, including meetings of committees of Directors;
  - (c) all resolutions passed by Members without a meeting; and
  - (d) all resolutions passed by the Board without a meeting,
- to be duly entered in books kept for that purpose in accordance with the Law.
- 54.2 The Board will cause the minutes referred to in **clauses 54.1(a)** and **54.1(b)** to be signed by:
- (a) the chairperson of the meeting at which the proceedings took place or at which the resolutions were proposed; or
  - (b) the chairperson of the next succeeding meeting.
- 54.3 Where the minutes referred to in **clause 54.1(a)** and **54.1(b)** are signed in accordance with **clause 53.2**, those minutes will be presumed to be an accurate record of the relevant proceedings and resolutions unless the contrary is proved.
- 54.4 Books containing the minutes of proceedings of meetings of Members will be open for inspection by any Member without charge. Inspection may be made available online.
- 54.5 A Secretary or Secretaries will be appointed by the Board in accordance with the Law for such term, at such remuneration and on such conditions as they think fit, and any Secretary so appointed may be removed by the Board.

## **55 Management in specified localities**

- 55.1 The Board may provide for the management and transaction of the affairs of the Company in any specified locality whether in the State or elsewhere in such manner as they think fit.
- 55.2 The provisions contained in **clauses 56 and 57** are without prejudice to the general powers conferred by this **clause 55**.

## **56 Local committees and management committee**

- 56.1 The Board may establish any local committees, management committees or agencies for managing any of the affairs of the Company in the specified locality.
- 56.2 The Board may appoint any persons to be members of local committees or any managers or agents, and may fix their remuneration.
- 56.3 The Board may delegate to those appointees any of the powers, authorities and discretions for the time being vested in the Board, and may authorise some or all of the members for the time being of any local committee to fill up any existing vacancies and to act notwithstanding vacancies.
- 56.4 An appointment or delegation may be made on any terms and subject to any conditions as the Board thinks fit.
- 56.5 The Board may remove any appointee and revoke or vary that delegation.
- 56.6 Members of local committees and management committees may be attorneys or agents of Directors.
- 56.7 An appointment of an attorney or agent under **clause 19** if the Board thinks fit may be made in favour of the members or any of the members of any local committee or management committee or agency established as aforesaid or in favour of any corporation or of the members, directors, nominees or managers of any corporation or firm, or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board.

## **57 Power of sub-delegation**

Any such local committee, management committee or agency established as aforesaid may be authorised by the Board to sub-delegate all or any of the authorities and discretions for the time being vested in them.

## **58 Advisory Committees**

- 58.1 The Board may establish such advisory committees to provide advice and recommendations to the Board on specified matters, including:
- (a) community matters;
  - (b) clinical matters;
  - (c) proper governance of the Company; and
  - (d) achievement of the objectives and outcomes for which the Company is funded by the Commonwealth,
- among other functions determined by the Board.

- 58.2 If the Board does not appoint an Advisory Committee to advise it in respect of clinical matters, the Board may seek advice and recommendations from the Clinical Council (if any) established by the Commonwealth in the Region.
- 58.3 The Board may, in respect to an Advisory Committee:
- (a) specify in writing from time to time the terms of reference and functions of the Advisory Committee;
  - (b) appoint such persons as they consider appropriate to the Advisory Committee (including if thought fit, one or more of the Directors), and remove any such person from the Advisory Committee at any time by written notice;
  - (c) specify the period and conditions (including as to remuneration, if any) of any such appointment to the Advisory Committee; and
  - (d) terminate any Advisory Committee established under **clause 58.1**.
- 58.4 The Board must not delegate any of its powers to an Advisory Committee, and an Advisory Committee must not exercise any powers of a Director or the Board. However, the Board must consult with, and account for the advice of, an Advisory Committee, as recorded in the minutes and where the Board is to consider a matter within the expertise of the Advisory Committee.

## **59 Gift Fund requirements**

- 59.1 The Company must maintain a Gift Fund in accordance with this **clause 59** for so long as it seeks or has obtained endorsement as a DGR from the Australian Taxation Office, or the Company is named as a DGR in ITAA 97.
- 59.2 The following rules apply to any Gift Fund established and maintained by the Company:
- (a) the Gift Fund must have a name;
  - (b) the Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations; and
  - (c) the Company must maintain a separate bank account for the Gift Fund.
- 59.3 The following must be credited to the Gift Fund:
- (a) all gifts of money or property to the Company for the Principal Purpose; and
  - (b) all money or property received by the Company because of those gifts.
- 59.4 No other money or property may be credited to the Gift Fund.
- 59.5 The Company must use any gifts, money or property of the kind referred to in **clause 59.3** only for the Principal Purpose.
- 59.6 Despite **clause 8**, if the Gift Fund is wound up or the Company ceases to be a DGR for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made. For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a DGR and operates any other gift fund in accordance with this **clause 59**, any surplus assets of the Gift Fund that is being wound up may be transferred to any other gift fund operated by the Company.
- 59.7 In this **clause** the following definitions apply:

- (a) **DGR** means 'deductible gift recipient within the meaning of section 30-227 of ITAA 97.
- (b) **Gift Fund** means a fund that is maintained for the Principal Purpose.
- (c) **Principal Purpose** means the purposes of the Company as reflected in the objects of the Company specified in **clause 5**, or any of those purposes.

## **60 Custody and use of Seal**

- 60.1 The Board may provide a Seal for the Company and will provide for the safe custody of that Seal.
- 60.2 The Seal will only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf.
- 60.3 The Company may execute a document using a Seal if the Seal is affixed to the document and the affixing of the Seal is witnessed by:
  - (a) two Directors;
  - (b) a Director and a Secretary; or
  - (c) a Director and another person appointed by the Board for this purpose.
- 60.4 The Company may execute a document without using a Seal if the document is signed by:
  - (a) two Directors;
  - (b) a Director and a Secretary; or
  - (c) a Director and another person appointed by the Board for this purpose.
- 60.5 The Board may determine either generally or in a particular case and in any event subject to such conditions as it thinks fit that wherever a signature is required by this Constitution on a document to or in which the Seal is affixed or incorporated, that requirement will be satisfied by a facsimile of the signature affixed by mechanical or other means.
- 60.6 Any instrument bearing the Seal if issued for valuable consideration will be binding on the Company notwithstanding any irregularity touching the authority of the Board to issue the same, or the circumstances of its issue.

## **61 Record Keeping**

The Company will keep such accounting and other records of the business of the Company as it is required to keep under the Law.

## **62 Accounts**

- 62.1 At the annual general meeting in every year, the Board will lay before the Company the financial report for the last financial year of the Company, together with such other accounts, reports and statements as are required by the Law.
- 62.2 Other than those Members who have provided written notice to the Company stating that they do not wish to receive a copy of every document which is required to be laid before each annual general meeting by **clause 62.1**, a copy of these documents will be sent to all persons entitled to receive notices of meetings of the Members together with the notice of meeting, as required by the Law.

62.3 Every account of the Board when audited and approved or received by a general meeting at which it is presented will be conclusive except as regards any material error discovered in it within three months after its approval or adoption. Whenever any material error is discovered within that period the account will forthwith be corrected and then it will be conclusive.

### **63 Auditors: Appointment and Removal**

63.1 The auditors of the Company will:

- (a) be a registered company auditor;
- (b) be appointed and may be removed as provided in the Law;
- (c) perform the duties and have the rights and powers as may be provided in the Law; and
- (d) have their remuneration fixed in accordance with the Law.

### **64 Members not entitled to discovery**

64.1 The Board will determine whether and to what extent, at what time and place or places, and under what conditions, the accounting records and other documents of the Company will be open to the inspection of Members other than Directors.

64.2 Subject to the Law, (but excluding section 247D of the Law), a Member not being a Director does not have the right, but may in the absolute discretion of the Board be authorised, to inspect or to require or receive any information, or to require discovery of any record or document of the Company or any information regarding any detail of the Company's trading or business, or any matter which is or may be in the nature of a trade secret, confidential information, mystery of trade or secret process which may relate to the conduct of the business of the Company.

### **65 Notices**

65.1 A notice may be served by the Company on a Member or other person receiving notice under this Constitution by any of the following methods:

- (a) by serving it personally on a Member;
- (b) by leaving it at the address of the Member in the Register;
- (c) by sending it by post in a prepaid letter, envelope or wrapper addressed to the Member at the address of the Member in the Register;
- (d) by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member; or
- (e) by emailing it to an email address nominated by the Member for the purpose of serving notices on the Member.

65.2 For the purposes of **clauses 65.1(b)** and **65.1(c)**, a Member may provide the Company with an address other than that of the address of the Member in the Register for the purpose of serving notice on that Member.

65.3 Each Member whose address in the Register is not in Australia may at any time notify in writing to the Company an address or facsimile number in Australia which will be deemed to be that Member's address in the Register or facsimile number within the meaning of **clause 65**.

- 65.4 If the address of a Member in the Register is not within Australia, all notices will be posted by airmail, or sent by email, facsimile transmission or air courier.
- 65.5 Any notice by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them by advertisement will unless otherwise stipulated be sufficiently advertised if advertised once in a daily newspaper circulating in the States and Territories of Australia.
- 65.6 Any notice sent by post, airmail or air courier will be deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier and in proving service it will be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any manager, Secretary or other Officer of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive evidence thereof.
- 65.7 Any notice sent by facsimile transmission will be deemed to have been served on receipt by the Company of a transmission report confirming successful transmission. A notice sent by email will be deemed to have been served on the date of transmission of the email unless a message indicating non-delivery is received.
- 65.8 The signature to any notice to be given by the Company may be written or printed or a facsimile thereof may be affixed by mechanical or other means. A notice to be given by the Company may also be digitally signed.
- 65.9 Where a period of notice is required to be given, the day on which the notice is dispatched and the day of doing the act or other thing will not be included in the number of days or other period.

## **66 Use of technology**

- 66.1 Without limiting any other provision in this Constitution allowing use of any particular technology for any purpose, where under this Constitution, the Law or any other law:
- (a) a notice may or must be given;
  - (b) an appointment may or must be made;
  - (c) a document or action must be signed or authorised;
  - (d) a document or file must be accessed, retained or inspected;
  - (e) a resolution may or must be made or voted on; and/or
  - (f) a meeting may or must be held,

the notice, resolution, authorisation, signature, access or inspection, appointment or meeting may be given, made or held, as the case may be, by use of such electronic or other technology (including the internet) as may be available and permitted by the Board, provided that:

- (a) the use of such electronic or other technology must not be contrary to law; and
- (b) the use of such technology must not, in the case of:
  - (i) a notice, cause any person who was entitled to receive the notice to be unable to receive it;
  - (ii) a signature or authorisation, create any doubt as to its validity or veracity;

- (iii) an access or inspection, cause a person to be unable to access or inspect the document or file without commonly available technology;
- (iv) a resolution, cause any person who was entitled to vote on the resolution, to be unable to do so; or
- (v) a meeting, cause any person who was entitled to be present at the meeting, to be unable to hear or see the proceedings of the meeting or to speak or make submissions to the meeting, as the case may be.

## **67 Indemnities**

67.1 To the extent permitted by law:

- (a) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Law; and
- (b) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by the person, as an Officer of the Company or of a wholly-owned subsidiary of the Company, to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.

## **68 Insurance**

68.1 To the extent permitted by law, the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against liability:

- (a) incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of sections 182 and 183 of the Law; or
- (b) for costs and expenses incurred by that person in defending proceedings, whatever their outcome.

## **69 Interpretation**

69.1 In **clauses 67** and **68**:

- (a) The term "**Proceedings**" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Company or a wholly-owned subsidiary (in **clause 67**) or subsidiary (in **clause 68**) of the Company or otherwise arising out of the Officer's holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly-owned subsidiary (in **clause 67**) or subsidiary (in **clause 68**) of the Company).

- (b) The term “**Office**” has the meaning given to that term in section 241(4) of the Law.

**Schedule 1**

**Skills Matrix**

## Board Skills Self Assessment

### PART A: Demographic Background

<b>Name:</b>	
<b>Age:</b>	<35 years 35-44 years 45-54 years 55-64 years 65 years or older
<b>Gender identity:</b>	Male Female Non-binary Prefer not to say Other _____
<b>Aboriginal and/or Torres Strait Islander status:</b>	Yes - Aboriginal Yes - Torres Strait Islander Yes - Aboriginal and Torres Strait Islander No - Neither Aboriginal or Torres Strait Islander
<b>Culturally &amp; Linguistically Diverse (CALD) status:</b> <i>Culturally and linguistically diverse (CALD) if a person is:</i> <ul style="list-style-type: none"> <li>• <i>born in a country other than Australia</i></li> <li>• <i>has one or more parents born in a country other than Australia</i></li> <li>• <i>speaks another language at home that's not English</i></li> <li>• <i>self-identified as CALD.</i></li> </ul>	Yes No
<b>Highest Level of Education:</b>	Postgraduate degree / fellowship Graduate diploma/graduate certificate Bachelor degree Advanced Diploma/Diploma Certificate III/IV Certificate I/II High school
<b>SWSPHN Board Tenure:</b>	<1 year 1-3 years 4-6 years 6-9 years

**PART B: Professional and Industry Skills (Self-Assessment)**

<b>Strategy</b> - Ability to think strategically, including identify and critically assess strategic opportunities and threats; develop effective strategies consistent with SWSPHN strategic objectives and relevant national policies and priorities.		
<b>Proficiency level</b>	<b>Proficiency level description</b>	<b>Score</b>
Limited capability	No prior exposure to strategy, including identifying and critically assessing strategic opportunities and threats; developing effective strategies consistent with strategic objectives and relevant national policies and priorities.	0
Basic	Understanding of strategy, no or low prior exposure, including identifying and critically assessing strategic opportunities and threats; developing effective strategies consistent with strategic objectives and relevant national policies and priorities.	1
Intermediate	Sound ability and some exposure to strategy including identifying and critically assessing strategic opportunities and threats; developing effective strategies consistent with strategic objectives and relevant national policies and priorities.	2
Advanced	Strong ability and extensive experience in strategy, including identifying and critically assessing strategic opportunities and threats; developing effective strategies consistent with strategic objectives and relevant national policies and priorities.	3

<b>Corporate Governance</b> - Knowledge and experience in best practice corporate governance structures, policies and processes (particularly in the not-for-profit context).		
<b>Proficiency level</b>	<b>Proficiency level description</b>	<b>Score</b>
Limited capability	Limited or very limited knowledge or experience in best practice corporate governance structures, policies and processes.	0
Basic	General knowledge, with minimal experience in best practice corporate governance structures, policies and processes, particularly in the not-for-profit context.	1
Intermediate	Sound knowledge and training in corporate governance, with 2-5 years' experience in best practice corporate governance structures, policies and processes, particularly in the not-for-profit context.	2
Advanced	Comprehensive knowledge and relevant qualifications, with > 5 years practical experience in best practice corporate governance structures, policies and processes, including the fiduciary and legislative frameworks that underpin operations as a not-for-profit entity.	3

<b>Key Partners</b> - LHD/Consumers/Government/other relevant stakeholders, with regional knowledge essential.		
<b>Proficiency level</b>	<b>Proficiency level description</b>	<b>Score</b>
Limited capability	Not a key partner of SWSPHN, does not engage with key partners of SWSPHN	0
Basic	A current or recent key partner of SWSPHN and/or engages with key partners, such as SWSLHD/Consumer/other relevant stakeholders, with minimal regional knowledge.	1
Intermediate	A current or recent key partner of SWSPHN and/or engages with key partners, such as SWSLHD/Consumer/other relevant stakeholders, with sound regional knowledge.	2
Advanced	A current or recent key partner of SWSPHN and/or engages with key partners, such as SWSLHD/Consumer other relevant stakeholders, AND Government or corporate stakeholders with comprehensive regional knowledge.	3

**Aboriginal and/or Torres Strait Islander** - Director to be:

- of Aboriginal or Torres Strait Islander descent.
- identify as an Aboriginal or Torres Strait Islander; or have community recognition and acceptance either where you currently live or where you have previously lived.

Proficiency level	Proficiency level description	Score
Limited capability	Not of Aboriginal or Torres Strait Islander descent. Does not identify as an Aboriginal or Torres Strait Islander; or have community recognition and acceptance either where you currently live or where you have previously lived.	0
Basic	N/A	1
Intermediate	N/A	2
Advanced	Is of Aboriginal or Torres Strait Islander descent, identifying as an Aboriginal or Torres Strait Islander or has community recognition and acceptance either where you currently live or where you have previously lived.	3

**Population Groups Experiencing Health Inequities** - Knowledge and experience with population groups experiencing health inequities in south western Sydney. Identification as a member of one or more of these population groups is preferred.

Proficiency level	Proficiency level description	Score
Limited capability	No knowledge and experience with population groups experiencing health inequities in south western Sydney (e.g. Aboriginal and Torres Strait Islander peoples, socioeconomically disadvantaged people, people in rural and remote areas, culturally and linguistically diverse people including refugees, the elderly, people with disabilities).	0
Basic	General knowledge and background awareness with minimal experience with population groups experiencing health inequities in south western Sydney (e.g. Aboriginal and/or Torres Strait Islander peoples, socioeconomically disadvantaged people, people in rural and remote areas, culturally and linguistically diverse people including refugees, the elderly, people with disabilities).	1
Intermediate	Sound knowledge and relevant training, with 2-5 years experience with population groups experiencing health inequities in south western Sydney (e.g. Aboriginal and/or Torres Strait Islander peoples, socioeconomically disadvantaged people, people in rural and remote areas, culturally and linguistically diverse people including refugees, the elderly, people with disabilities). Identification as a member of one or more of these population groups.	2
Advanced	Comprehensive knowledge and relevant training, with >5 years experience with population groups experiencing health inequities in south western Sydney (e.g. Aboriginal and/or Torres Strait Islander peoples, socioeconomically disadvantaged people, people in rural and remote areas, culturally and linguistically diverse people including refugees, the elderly, people with disabilities). Identification as a member of one or more of these population groups.	3

**Finance (Risk and Compliance)** - Qualifications and experience in accounting, finance, commerce, economics and/or business administration and the ability to:

- analyse key financial statements
- critically assess financial viability and performance
- contribute to strategic financial planning
- oversee budgets and the efficient use of resources
- oversee funding arrangements and accountability

Ability to identify and monitor key risk and compliance management frameworks and systems relevant to SWSPHN across a wide range of areas (e.g. strategic; operational; financial and reputational).

Proficiency level	Proficiency level description	Score
Limited capability	No qualifications or experience in accounting, finance, commerce, economics and/or business administration. Limited ability to: <ol style="list-style-type: none"> <li>1. analyse key financial statements</li> <li>2. critically assess financial viability and performance</li> <li>3. contribute to strategic financial planning</li> <li>4. oversee budgets and the efficient use of resources</li> <li>5. oversee funding arrangements and accountability</li> </ol>	0
Basic	Qualifications broadly inclusive of financial acumen (e.g. GAICD, Management) and/or minimal experience in accounting, finance, commerce, economics and/or business administration. Limited ability in points 1-5 above. Limited ability to identify and monitor key risk and compliance management frameworks and systems relevant to the SWSPHN across a wide range of areas (e.g. strategic; operational; financial and reputational).	1
Intermediate	Qualifications and 2-5 years' experience in accounting, finance, commerce, economics and/or business administration. Sound ability in points 1-5 above. Sound ability to identify and monitor key risk and compliance management frameworks and systems relevant to the SWSPHN across a wide range of areas (e.g. strategic; operational; financial and reputational).	2
Advanced	Tertiary qualifications and >5 years' experience in accounting, finance, commerce, economics and/or business administration. Strong ability in points 1-5 above. Strong ability to identify and monitor key risk and compliance management frameworks and systems relevant to the SWSPHN across a wide range of areas (e.g. strategic; operational; financial and reputational).	3

**Legal** - Practising or recently retired legal practitioner. Previous experience with NFPs is preferred.

Proficiency level	Proficiency level description	Score
No capability	Not a practising or recently retired legal practitioner.	0
Basic	Practising or recently retired legal practitioner, with minimal experience with NFPs.	1
Intermediate	Practising or recently retired legal practitioner 2-5 years experience, with previous experience with NFPs.	2
Advanced	Practising or recently retired legal practitioner >5 years experience, with previous experience with NFPs.	3

**General Practice** - Experience in General Practice, with regional knowledge essential.

A general practitioner defined as a registered Medical Practitioner is a person who has been awarded speciality status by AHPRA who is undertaking the ongoing CPD requirement to maintain registration with AHPRA. The General Practitioner should be registered at the time of election, re-election, appointment or re-appointment.

Proficiency level	Proficiency level description	Score
Limited capability	No experience in General Practice.	0
Basic	Qualifications and/or Experience in General Practice, with minimal regional knowledge.	1
Intermediate	5-10 years' experience in General Practice, with sound regional knowledge.	2
Advanced	>10 years' experience in General Practice, with comprehensive regional knowledge.	3

**Allied Health** - Experience in Allied Health that delivers and supports the delivery of primary health care services in the community including the ability to demonstrate clinical leadership and/or clinical network experience.

Proficiency level	Proficiency level description	Score
Limited capability	No experience in allied health.	0
Basic	Minimal experience in Allied Health that delivers and supports the delivery of primary health care services in the community including the ability to demonstrate clinical leadership and/or clinical network experience. Or experience managing or working with allied health providers, but no qualifications in an allied health discipline	1
Intermediate	Tertiary qualifications and 2-5 experience in Allied Health that delivers and supports the delivery of primary health care services in the community including a sound ability to demonstrate clinical leadership and/or clinical network experience.	2
Advanced	Tertiary qualifications and >5 experience in Allied Health that delivers and supports the delivery of primary health care services in the community including a strong ability to demonstrate clinical leadership and/or clinical network experience.	3

**Nursing** - Experience in nursing that delivers and supports the delivery of primary health care services in the community including the ability to demonstrate clinical leadership and/or clinical network experience.

Proficiency level	Proficiency level description	Score
Limited capability	No experience in primary care nursing.	0
Basic	Minimal experience in nursing that delivers and supports the delivery of primary health care services in the community including the ability to demonstrate clinical leadership and/or clinical network experience. Or experience managing or working with practice nurses, but no qualifications in practice nursing	1
Intermediate	Tertiary qualifications and 2-5 years experience in nursing that delivers and supports the delivery of primary health care services in the community including the ability to demonstrate clinical leadership and/or clinical network experience.	2
Advanced	Tertiary qualifications and >5 years experience in nursing that delivers and supports the delivery of primary health care services in the community including a strong ability to demonstrate clinical leadership and/or clinical network experience.	3

**Population Health** - Previous experience in planning population level interventions. Understand the principles of population health and the processes to implement effective responses across the region. This includes the domains to be considered; the information to be analysed; and the engagement processes required.

Proficiency level	Proficiency level description	Score
Limited capability	No experience in planning population level interventions and no understanding of the principles of population health and the processes to implement effective responses across the region.	0
Basic	Minimal experience in planning population level interventions. A general understanding and background awareness of the principles of population health and the processes to implement effective responses across the region. This includes the domains to be considered; the information to be analysed; and the engagement processes required.	1
Intermediate	Experience of 2-5 years in planning population level interventions. Relevant training and a sound understanding of the principles of population health and the processes to implement effective responses across the region. This includes the domains to be considered; the information to be analysed; and the engagement processes required.	2
Advanced	Tertiary qualifications in Population Health or a related discipline and >5 years experience in planning population level interventions.. Comprehensive understanding of the principles of population health and the processes to implement effective responses across the region. This includes the domains to be considered; the information to be analysed; and the engagement processes required.	3

**Health Administration** - Qualifications and experience in health administration and/or health policy at a leadership and/or senior healthcare management level in either the primary, secondary, and/or tertiary sectors.

Proficiency level	Proficiency level description	Score
Limited capability	No qualifications or experience in health administration and/or health policy at a leadership and/or senior healthcare management level.	0
Basic	General Knowledge in health administration and/or health management and/or health policy with minimal experience in health administration at a leadership and/or senior healthcare management level in either the primary, secondary, and/or tertiary sectors.	1
Intermediate	Sound knowledge in health administration and/or health management and/or policy with 2-5 years' experience in health administration at a leadership and/or senior healthcare management level in either the primary, secondary, and/or tertiary sectors.	2
Advanced	Tertiary qualifications in health administration, health management, and/or policy and/or relevant degree with > 5 years' experience in health administration at a leadership and/or senior healthcare management level in either the primary, secondary, and/or tertiary sectors.	3

**IT Strategy** - Knowledge and experience in the governance and strategic application of digital technology, particularly in healthcare context (e.g. sensitive data management and security; electronic health records; telehealth; population health data extraction and analysis).

Proficiency level	Proficiency level description	Score
Limited capability	No knowledge and experience in the governance and strategic application of digital technology, particularly in healthcare context (e.g. sensitive data management and security; electronic health records; telehealth; population health data extraction and analysis).	0
Basic	General knowledge and background awareness, with minimal experience in the governance and strategic application of digital technology, particularly in healthcare context (e.g. sensitive data management and security; electronic health records; telehealth; population health data extraction and analysis).	1
Intermediate	Sound knowledge and relevant training, with 2-5 years experience in the governance and strategic application of digital technology, particularly in healthcare context (e.g. sensitive data management and security; electronic health records; telehealth; population health data extraction and analysis).	2
Advanced	Comprehensive knowledge and tertiary qualifications in IT/ITC, with >5 years experience in the governance and strategic application of digital technology, particularly in healthcare context (e.g. sensitive data management and security; electronic health records; telehealth; population health data extraction and analysis).	3

**PART C: Board Behaviours (Self-Assessment and Peer Assessment – select top 4)**

Behaviours	Description	Select 4
<b>Act with Integrity</b>	A commitment to: <ul style="list-style-type: none"> <li>• Putting the interests of the SWSPHN before any related party or personal interests</li> <li>• Being transparent and declaring any activities or conduct that might present a potential conflict of interest</li> <li>• Maintaining Board confidentiality</li> <li>• Acting in good faith in all dealings related to the Board</li> <li>• Applying due diligence to all Board matters</li> </ul>	
<b>Listen Effectively</b>	The ability to: <ul style="list-style-type: none"> <li>• Listen constructively, debate appropriately and consider other peoples' viewpoints</li> <li>• Develop and deliver clear and well-reasoned arguments</li> <li>• Communicate effectively with a broad range of stakeholders</li> </ul>	
<b>Ask Constructive Questions</b>	Asking questions and constructively challenging both the Executive and peer Directors in a appropriate and respectful way.	
<b>Collaborate as a team player</b>	Work as part of a team, demonstrating accountability to both self and to others. Being flexible and understanding how choices impact others and the functioning of the Board and SWSPHN as a whole.	
<b>Demonstrate commitment and contribute actively</b>	A demonstrable commitment to: <ul style="list-style-type: none"> <li>• Allocating time to make a genuine and strategic contribution to SWSPHN</li> <li>• Understanding and fulfilling the duties and responsibilities of a Director, including maintaining knowledge through professional development</li> <li>• Being fully present at Board meetings including being on time, prepared and contributing to discussions</li> <li>• Contributing to Board subcommittees</li> <li>• Contributing to Board continuous quality improvement and evaluation</li> <li>• Supporting the purpose for which SWSPHN has been established and the on-going success of the SWSPHN</li> </ul>	
<b>Influencee and negotiate effectively</b>	Negotiating outcomes and reaching agreements, including gaining stakeholder support for Board decisions.	
<b>Think critically and innovate</b>	Critically analysing complex and detailed information; distilling key issues; and developing innovative, solutions-focused approaches to problems.	
<b>Lead others</b>	<ul style="list-style-type: none"> <li>• Appropriately representing the organisation</li> <li>• Exemplifying an appropriate Board and organisational culture</li> <li>• Accepting responsibility for one's decisions</li> <li>• Being accountable for one's actions</li> </ul>	