

Primary Care Partnerships Program

Frequently Asked Questions: 22 November 2021

OFFICIAL

PCP TRANSITION

QUESTION	DEPARTMENT OF HEALTH RESPONSE
What is the legal structure of the PCP transition?	<ul style="list-style-type: none">• The 'transition out' phase is a cessation of PCP Service Agreements with a 'transition in' phase to the Local Public Health Units (LPHU).• The PCP Service Agreement has information that auspice agencies should refer to in the first instance in regard to the Service Agreement requirements.• Refer to Attachment 1 of this FAQ for particular clauses of interest.
Is this a 'transfer of business' process?	<ul style="list-style-type: none">• The transition process is not a 'transfer of business' process. The PCP Program is being decommissioned but the staffing, funding and high-value health prevention functions are being transitioned to the LPHUs.
How will the Department of Health (DH) manage the unique circumstances of each PCP?	<ul style="list-style-type: none">• The department acknowledges there are differences between PCPs and that this is a complex process. The department will assist each PCP to develop transition plans.• Transition plans will need to cater for the uniqueness of each of the 28 PCPs.• The department needs to understand the particular circumstances for each PCP and a number of interdependent planning processes for the transition out and transition in phases including: employment, transitioning functions, current projects, the transition of assets, records and funding.• The department will continue to directly engage PCPs to ensure these circumstances are factored into individual plans
Will all of the PCPs' funding transfer to the LPHU at once?	<ul style="list-style-type: none">• All PCP Program funding will transfer to LPHUs effective 1 April 2022.
How will PCP work and funding that is not 'in scope' for transition be managed?	<ul style="list-style-type: none">• Decisions concerning alternative arrangements for funding to PCPs from other sources will need to be considered in each PCP's transition plan.• Arrangements may need to be negotiated and agreed to transfer contracts for funding and activity to the auspice agency or a new entity.
Will PCPs' offices be maintained?	<ul style="list-style-type: none">• The LPHU will make these decisions but an option is to maintain current tenancy arrangements.
Who will be responsible for the storage of PCPs' archived	<ul style="list-style-type: none">• The transition arrangement for PCP records will be included in the transition plan.

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<p>hard copy records and documents after March 2022?</p> <p>Will PCPs' records and documents become the property of the department?</p>	<ul style="list-style-type: none"> • It should be noted that on termination of the Service Agreement, Clause 15.1 will be implemented. • The department, on behalf of the Victorian Government, retains legal ownership of all records. • As part of the agreed transition out arrangements with the parties, the department may transfer the ongoing storage and maintenance of these records to an appropriate third party.
<p>What will happen to assets previously purchased using PCP Program funding?</p>	<ul style="list-style-type: none"> • The transition arrangement for PCP assets valued in excess of \$5,000 will be included in the transition plan. • It should be noted that reference to Clause 7.4, Clause 7.7 and Clause 7.8 of the Service Agreement will inform the treatment of assets purchased in whole or in part by PCP Program funding.
<p>How will cash reserves accumulated from PCP Program funding be managed in the transition process?</p>	<ul style="list-style-type: none"> • The transition arrangement for accumulated PCP Program funding will be included in the transition plan. • The department is managing this on a case-by-case basis and further advice is being sought to confirm the adopted approach. • It should be noted that the Service Agreement Clause 4.8 and Clause 4.9 will inform the department's treatment of unspent and uncommitted program funds.
<p>How will accumulated cash reserves that did not come from PCP Program funding be managed in the transition process?</p>	<ul style="list-style-type: none"> • This matter will need to be resolved with the providers of non-PCP Program funding and incorporated into individual PCP transition plans.
<p>How will the department address the financial impact the transition will have on auspice agencies?</p>	<ul style="list-style-type: none"> • The impact of the transition process on auspice agencies will be considered on a case-by-case basis in accordance with Clause 14.6 of the Service Agreement. • It is recognised that PCPs are each unique in their own way and will require an individual transition plan.
<p>What change management support is being provided for PCP employees?</p>	<ul style="list-style-type: none"> • Recognising the impact the transition may have on employees, VicPCP has been engaged to support PCP employees through the process. • PCP employees seeking support are encouraged to reach out to VicPCP. • The department is also considering establishing additional support for staff including the provision of HR support and assistance.

TRANSITION TIMELINE

QUESTION	DEPARTMENT OF HEALTH RESPONSE
<p>When will the department have individual conversations with PCPs?</p>	<ul style="list-style-type: none"> • The department acknowledges that each PCP will require an individual transition plan and is committed to undertaking planning processes for each PCP that takes into account local needs.

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	<ul style="list-style-type: none"> Based on information already provided by PCPs, a transition plan is being drafted. Regional departmental contacts will further assist in this process. The department will schedule meetings with the key stakeholders for each PCP. Further details will be provided shortly.
<p>When will auspice agencies be provided with a plan with timelines and steps to complete the transition? What is the expected date for finalising the transition plan?</p>	<ul style="list-style-type: none"> The transition to LPHUs will take effect on 1 April 2022. A detailed transition timeline is being developed and will be provided to PCPs. It is anticipated that the transition plan will be finalised by mid-December.
<p>What notice will be provided to auspice agencies of the cessation of the Service Agreement?</p>	<ul style="list-style-type: none"> The department is required to provide a notice period of three months for the termination of PCP service agreements.
<p>If the impact of COVID-19 on LPHUs continues, what will this mean for transition planning?</p>	<ul style="list-style-type: none"> The department will consider a range of options should the COVID-19 response create ongoing demands on LPHUs.

ONGOING PLACE-BASED EFFORT

QUESTION	DEPARTMENT RESPONSE
<p>How many PCPs will be in our catchment area?</p>	<ul style="list-style-type: none"> Currently there are nine LPHUs in operation throughout Victoria. PCPs will be aligned to LPHU catchment areas with further details to be provided.
<p>How will the priorities and focus areas of each LPHU be determined if each PCP in the catchment area has a different set of priorities?</p>	<ul style="list-style-type: none"> Due to their current focus on the COVID-19 response, formal engagement with LPHUs has not yet commenced but it is anticipated that this will commence in the near future. The department acknowledges that engagement with LPHUs is a critical component of the transition process. It is anticipated that health prevention will be a key focus of the design of the LPHUs.
<p>Will the funding that was for PCPs continue to be used to deliver services in the same geographic area and tailored to local communities following transition? What assurances can be given that the transition to LPHUs will not result in loss of</p>	<ul style="list-style-type: none"> Local place-based responses are recognised as essential. The delivery of high-value functions will require an ongoing presence and no loss of effort in local places. Health services acknowledge the valuable work of PCPs to help them reach vulnerable communities. The implementation of place-based responses will be assured through: <ul style="list-style-type: none"> central prioritisation local area planning

services and reduced autonomy for PCPs?	<ul style="list-style-type: none"> ○ local action • Noting that work will be taking a health prevention focus, the PCP transition planning design principles highlight place-based effort by staff located in local communities. • The intent of the transition is that effort is maintained across catchments, and place-based partnerships and responses continue.
What governance arrangements will be used for place-based models?	<ul style="list-style-type: none"> • The key planning framework for LPHUs is: central priority; regional planning; and local action. • LPHUs are business units of health services and governance arrangements are currently in development. • As identified in the KPMG review of the PCP Program, the preservation of local partnerships is critical to the transition.

LPHU DEVELOPMENT

QUESTION	DEPARTMENT RESPONSE
What is the tenure and future funding of the LPHUs?	<ul style="list-style-type: none"> • The future of public health, including LPHUs, is currently under the consideration of government.
Will there be an opportunity for LPHUs to outsource work to a separately incorporated PCP?	<ul style="list-style-type: none"> • There is no policy view on this at the moment. • It is possible that the LPHUs may choose to purchase specific project work.

TRANSITIONING EMPLOYEES

QUESTION	DEPARTMENT OF HEALTH RESPONSE
What will be the employment tenure for employees transferring to LPHUs?	<ul style="list-style-type: none"> • Staff whose positions have been funded through the PCP Program will not lose entitlements or be disadvantaged in transferring to LPHU employment.
Will PCP staff be required to work from a different location once they transition to LPHUs? When will advice be provided about whether LPHUs are able to accommodate staff?	<ul style="list-style-type: none"> • A design principle of PCP transition planning is that staff will continue to work in their current location. • Each LPHU will make decisions about specific and suitable office locations, which may include retention of current tenancy arrangements on a time-limited basis. • The delivery of high-value functions (ie those that have a clear focus on LPHU health prevention priorities) will require an ongoing presence and no loss of effort in local places.
What roles and positions will employees transition into? Will employees' roles remain local with a place-based approach?	<ul style="list-style-type: none"> • The transition of employees will be on a 'no disadvantage' basis to positions which have a clear focus on local prevention activity. • The department has identified the need for highly skilled people who can develop and maintain local partnerships in the prevention work of LPHUs. • Advice about the LPHU staffing profile and the position titles that PCP staff will transfer into, will be made available once finalised. • A design principle for PCP transition planning is to have action at local place, meaning preservation of staff.

QUESTION	DEPARTMENT OF HEALTH RESPONSE
Are employees funded by the PCP Program able to request a redundancy package?	<ul style="list-style-type: none"> • Redundancy packages will not be available for employees funded by the PCP Program. • It is intended that employees will transition to an equivalent position and this will occur on a 'no disadvantage' basis.
What will happen to PCP staff who are currently employed in hybrid roles funded across different services and settings?	<ul style="list-style-type: none"> • All PCP Program full-time equivalent staffing funding will continue. • Further advice about staffing transition will be provided once details have been finalised.

FURTHER INFORMATION

- Regular updates will be provided through VicPCP.
- Formal announcements will be communicated directly to all PCPs and posted on the department's ['Review of PCP program'](#) webpage.
- Should you require further information:
 - email pcp.transition@health.vic.gov.au
 - contact your local area contact
 - contact VicPCP.

Attachment 1: PCP Service Agreement clauses

Clause 4.8

If the Organisation complies with the Agreement and delivers the Services to the reasonable satisfaction of the Department in respect of a particular financial year then, subject to the Organisation completing a progress report or financial acquittal to the reasonable satisfaction of the Department, the Organisation may retain unspent and uncommitted funds unless the Department notifies the Organisation in writing within six (6) months after the conclusion of the applicable financial year that it requires repayment of the unspent and uncommitted funds in respect of that financial year due to performance related matters.

Clause 4.9

If, in the reasonable opinion of the Department, the Organisation:

- a) does not comply with this Agreement;
- b) does not deliver all or part of the Services to the Department's reasonable satisfaction; or
- c) has used, spent or committed all or part of the Funding other than in accordance with this Agreement;
- d) the Department may, subject to clause 4.9A, in its absolute discretion:
- e) give written notice to the Organisation requiring the Organisation to repay that part of the Funding and any GST paid to the Organisation in respect of that Funding and the Organisation will repay that amount to the Department within thirty (30) Days, or such other time period as agreed, of receiving the written notice from the Department; or
- f) re-negotiate the delivery of Services by the Organisation.

Clause 7.4

The Organisation will not dispose of any Asset worth over \$5,000 (exclusive of GST) at the time of disposal which is listed or that should be listed on the Asset Register without the Department's prior written consent. For the purposes of this clause 7.4, the value of an Asset at the time of disposal will be the depreciated value from the time the Asset was purchased, unless otherwise agreed by the Department and the Organisation.

Clause 7.7

For assets purchased entirely with funding under the Service Agreement, if the organisation ceases to deliver all or part of the services, the organisation must comply with any request of the department for the organisation to:

- transfer ownership of and deliver each asset to the department or to a third party as the department directs;
- reimburse the department with an amount equal to the depreciated value of that asset

Clause 7.8

For assets purchased partially with funding under the Service Agreement, if the organisation ceases to deliver all or part of the services, the organisation must comply with any request of the department for the organisation to:

- obtain the consent of any interested third party and sell the asset and use the proceeds to reimburse the department with an amount equal to the amount of funding that was used to purchase the asset, less any amount of depreciation;

- reimburse the department with any amount equal to the amount of funding that was used to purchase the asset, less any amount of depreciation; or
- obtain the consent of any interest third party and transfer ownership of and deliver the asset to the department or to a third party as the department directs.

Termination by the Department 14.6

14.6 If there is a change in Victorian Government policy which affects the program or the Services, the Department may terminate this Agreement by giving the Organisation at least three (3) months' written notice.

14.7 The Organisation will immediately comply with any directions in a notice given under clause 14.3, 14.5 or 14.6. 14.7A

If the Department terminates this Agreement under clause 14.5 or 14.6, it will pay the reasonable costs (other than loss of profit or income) necessarily incurred and substantiated by the Organisation that arise directly from the termination. The Organisation will use its best efforts to minimise any such costs arising from termination.

14.7B The total amount payable by the Department to the Organisation, if any, under clause 14.7A will not exceed the total amount of Funding that would have been payable under the Agreement had it not been terminated, less any amount already paid under the Agreement.

Clause 15.1

On ... termination of this Agreement for any reason...the Organisation will comply....:

1) within five (5) business days hand over to the Department or any third party nominated by the Department all Records provided to the Organisation by the Department relating to delivery of services;

2) within five (5) business days transfer to the Department or any third party nominated by the department all Records created, managed and maintained relating to the delivery of the Services in a format and in a way that allows the Records to be quickly and easily accessed, retrieved, reviewed, kept and used by the Department or third party nominated by the Department.