

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - ◆ The State of New South Wales
 - ◆ The State of Victoria
 - ◆ The State of Queensland
 - ◆ The State of Western Australia
 - ◆ The State of South Australia
 - ◆ The State of Tasmania
 - ◆ The Australian Capital Territory
 - ◆ The Northern Territory of Australia

An agreement between the Commonwealth and the States and Territories to improve the health and well-being of Australians through the cost-effective delivery of immunisation programs under the National Immunisation Program.

National Partnership Agreement on Essential Vaccines

INTERGOVERNMENTAL AGREEMENT

PRELIMINARIES

1. This Agreement is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that agreement. In particular, the schedules to the Intergovernmental Agreement include direction in respect of performance reporting and payment arrangements.
2. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this Agreement. However, the Parties have also agreed other objectives and outcomes - for example, in the National Indigenous Reform Agreement - which the Parties will pursue through the broadest possible spectrum of government action. Consequently, this Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties.
3. On 26 March 2008, Council of Australian Governments (COAG) agreed that the National Immunisation Program should become a Commonwealth Own Purpose Expense. This National Partnership outlines the transitional and ongoing arrangements for the funding and delivery of a national, coordinated and integrated approach to maintaining and improving effective immunisation for vaccine preventable diseases funded under the National Immunisation Program. Essential Vaccines are those listed in a determination (as amended) under section 9b of the *National Health Act 1953* (Cth). New vaccines and new cohorts may, from time to time, be added to the Schedule of Essential Vaccines.
4. From 1 July 2009 the Australian Government will provide a financial contribution to support state health services under the new National Healthcare SPP. The service delivery component of the National Immunisation Program has been incorporated into the National Healthcare SPP.
5. There are three components to this Agreement:
 - (a) **Transitional Arrangements** for the continued Commonwealth funding of the purchase by the States of the essential vaccines;
 - (b) progressively moving to **New Arrangements** whereby the Commonwealth will directly purchase the essential vaccines for use by the States; and

- (c) **Incentive Payments** to promote effective service delivery by the States and facilitate the States undertaking projects aimed at:
 - (i) maintaining or increasing vaccine coverage for Indigenous Australians;
 - (ii) maintaining or increasing coverage in agreed areas of low immunisation coverage;
 - (iii) maintaining or decreasing wastage and leakage; and
 - (iv) maintaining or increasing vaccination coverage for four year olds.
- 6. The Transitional Arrangements will cease once the supply of all essential vaccines has been secured under Commonwealth contracts.
- 7. The transition to a Commonwealth Own Purpose Expense will involve all Parties to this Agreement working together to implement Commonwealth national procurement of vaccines under the National Immunisation Program and setting these implementation arrangements in relation to the introduction of new vaccines and cohorts. This Agreement may need to be reviewed in order to reflect any changes to the Program Delivery and associated matters arising from the new arrangements. The review will be no later than 2014.

PART 1 — FORMALITIES

Parties to this Agreement

- 8. The Parties to this Agreement are the Commonwealth of Australia and the States and Territories (the States).
- 9. In entering into this Agreement, the Parties recognise that they have a mutual interest in the cost effective delivery of essential vaccines and maintaining high rates of national immunisation coverage.

Term of the Agreement

- 10. This Agreement will commence on 1 July 2009 and may be terminated if agreed in writing by the Parties.

Delegations

- 11. The Commonwealth Minister for Health or his or her nominee is authorised to agree Implementation Plans or schedules on behalf of the Commonwealth.
- 12. The relevant State Minister for Health or his or her nominee are authorised to agree Implementation Plans or amendments to the schedules on behalf of their State.

Interpretation

- 13. Unless otherwise specified, words and phrases used in this Agreement have the meaning given in Schedule A.

PART 2 — OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

14. The Parties are committed to the objective of improved health and well-being of Australians through the cost-effective delivery of immunisation programs under the National Immunisation Program.
15. Through this Agreement, the Parties commit to maintaining and, where possible, improving immunisation coverage rates through immunisation initiatives to reduce the incidence of vaccine preventable diseases in the Australian population.

Outcomes

16. The Agreement will contribute to the following outcomes:
 - (a) minimise the incidence of major vaccine preventable diseases in Australia;
 - (b) maintain and where possible increase immunisation coverage rates for vulnerable groups and, in particular, minimise disparities between Indigenous and non-Indigenous Australians;
 - (c) all eligible Australians are able to access high quality and free essential vaccines through the National Immunisation Program in a timely manner; and
 - (d) increase community understanding and support for the public health benefits of immunisation.

Outputs

17. The following outputs will result from this Agreement:
 - (a) high immunisation coverage rates for all eligible children, adolescents and adults, including Indigenous, disadvantaged and high risk groups;
 - (b) high quality vaccines supplied in a timely manner in accordance with the eligible population cohorts listed in the national immunisation schedule;
 - (c) high quality professional education and communication to the community of the public health benefits of immunisation;
 - (d) efficient service delivery through minimisation of vaccine wastage and leakage; and
 - (e) effective national surveillance and reporting of immunisation coverage, including to the Australian Childhood Immunisation Register, the Human Papillomavirus Register and vaccine preventable diseases to monitor the program.

PART 3 — ROLES AND RESPONSIBILITIES OF EACH PARTY

18. To realise the objectives in this Agreement, each Party has clearly defined roles and responsibilities, including those below and those included in any Implementation Plan or schedule to this Agreement.

Role of the Commonwealth

19. The Commonwealth is responsible for:

- (a) during the **Transitional Arrangements**:
 - (i) providing funds to the States for the purchase of essential vaccines for all eligible individuals listed under the National Immunisation Program;
 - (ii) working with the States to ensure a smooth transition to the **New Arrangements**, including tender processes; and
 - (iii) tendering for the supply of any new vaccines added to the National Immunisation Program.
- (b) under the **New Arrangements**, purchasing the vaccines for delivery by the States through the National Immunisation Program;
- (c) providing **Incentive Payments** to promote effective service delivery by the States and facilitate the States undertaking projects aimed at:
 - (i) maintaining or increasing vaccine coverage for Indigenous Australians;
 - (ii) maintaining or increasing coverage in agreed areas of low immunisation coverage;
 - (iii) maintaining or decreasing wastage and leakage; and
 - (iv) maintaining or increasing vaccination coverage for four year olds.
- (d) maintaining the Australian Childhood Immunisation Register and the Human Papillomavirus Register and undertaking other relevant data collections as agreed.

Role of the States and Territories

20. The States are responsible for:

- (a) during the **Transitional Arrangements**:
 - (i) purchasing and delivering vaccines funded by the Commonwealth through the National Immunisation Program to immunisation providers:
 - a. the State will purchase vaccines under its Existing Vaccine Agreements and continue to deliver vaccines to ensure the National Immunisation Program continues uninterrupted;
 - b. if a State has Existing Vaccine Agreements that expire after 1 July 2009, it will extend or replace the existing Agreement as required following consultation with the Commonwealth; and
 - c. the States will promptly notify the Commonwealth of substantial and unavoidable situations that impact on the cost of purchasing essential vaccines;

- (ii) assisting the Commonwealth with the procurement of vaccines to be purchased and supplied under the National Immunisation Program, including:
 - a. providing advice on tender documentation;
 - b. participating on tender panels and procurement processes; and
 - c. providing forecasts of essential vaccines to assist the Commonwealth with the procurement of vaccines to be purchased and supplied under the **New Arrangements** and amending as required;
 - (iii) managing the efficient and effective delivery of the program; and
 - (iv) the States will take all necessary actions set out in Schedule B in relation to Influenza Deeds.
- (b) under the **New Arrangements**:
 - (i) delivering vaccines through the National Immunisation Program to immunisation providers in accordance with the National Health and Medical Research Council Australian Immunisation Handbook, 9th edition, and any subsequent editions;
 - (ii) assisting the Commonwealth with the procurement of vaccines to be purchased and supplied under the National Immunisation Program, including:
 - a. providing advice on tender documentation;
 - b. participating on tender panels and procurement processes; and
 - c. providing forecasts of required volumes of essential vaccines and amending as required;
 - (iii) managing the efficient and effective delivery of the program.
- (c) providing the agreed data to the Australian Childhood Immunisation Register and the Human Papillomavirus Register;
- (d) monitoring and minimising vaccine wastage and leakage and promptly notifying the Commonwealth of any substantial and unavoidable changes in levels of vaccine wastage and leakage;
- (e) promoting the administration of vaccines in accordance with the advice provided by the National Health and Medical Research Council Australian Immunisation Handbook, 9th edition, and any subsequent editions; and
- (f) notifying the Commonwealth as soon as practicable in relation to:
 - (i) the rejection of any essential vaccine under a contract or recall by the vaccine sponsor of any essential vaccine;
 - (ii) any problems or issues concerning a relevant vaccine sponsor, or the State's dealings with a relevant vaccine sponsor in connection with essential vaccines, including any failure by a vaccine sponsor to comply

with the terms and conditions of a relevant Existing Vaccine Agreement or Influenza Deed; and

- (iii) terminating or seeking to terminate an Existing Vaccine Agreement with a vaccine sponsor, or if a vaccine sponsor terminates an Existing Vaccine Agreement.

- 21. South Australia is also responsible for managing and maintaining a vaccination catch-up calculator for access by all jurisdictions.

Joint Roles and Responsibilities

- 22. The Commonwealth and the States will pay a contribution to Notification Payments for the Australian Childhood Immunisation Register, as specified in Schedule C.
- 23. The Commonwealth and the States will work towards increasing community understanding and support for the public health benefits of immunisation including education.

PART 4 – THE NEW PURCHASING ARRANGEMENTS

- 24. The **New Arrangements** will progressively apply as each new agreement for vaccine purchases is put in place.
- 25. The Commonwealth working with the States will develop mutually agreed arrangements to be undertaken for the Commonwealth using its best endeavours to guarantee the supply of essential vaccines.
- 26. The Parties acknowledge that a Head Agreement or Deed may require the Parties to perform particular obligations. Those obligations may be added as a schedule to this Agreement.
- 27. A State may purchase additional supplies under a Head Agreement or Deed to fulfil State Schemes. The Commonwealth bears no responsibility in relation to payment or otherwise in relation to acquisitions of State scheme vaccines.
- 28. Under the **New Arrangements**, the States will:
 - (a) own and be responsible for any such essential vaccines acquired;
 - (b) order essential vaccines under a Head Agreement or Deed sufficient to provide essential vaccines to the cohort percentage funded, as set out in Schedule D;
 - (c) comply with the terms and conditions of the relevant Head Agreement or Deed when ordering essential vaccines;
 - (d) place any orders with vaccine sponsors in its own right;
 - (e) manage all mutually agreed administrative matters relating to the essential vaccine and its contracts under a Head Agreement or Deed;
 - (f) verify to the Commonwealth, within an agreed timeframe, that essential vaccines have been delivered;

- (g) refer any dispute under a contract to the Commonwealth in accordance with the requirements of the relevant Head Agreement or Deed; and
- (h) notify the Commonwealth promptly on the State becoming aware of any claim that may give rise to damages or rights under an indemnity under a Head Agreement or Deed.

PART 5 — FINANCIAL ARRANGEMENTS

Transitional Arrangements

- 29. The Commonwealth will provide monthly payments to the States in respect of the purchase of essential vaccines.
- 30. Each State will, in accordance with Schedule E(i) and excluding any State scheme purchases provide the Commonwealth with documentation:
 - (a) substantiating its purchase of essential vaccines; and
 - (b) showing the actual volume of each essential vaccine purchased.
- 31. The Commonwealth will reimburse each State to the total value of the substantiated purchase orders (net of any GST input tax credits). Reimbursement will occur in the first available monthly payment after the receipt of all relevant documentation.
- 32. The Commonwealth will make monthly advances of payments to the States adjusted as set out in Schedule E(ii). Advances will not be made where State reporting commitments have not been met.
- 33. The amount the Commonwealth will pay to a State in respect of essential vaccines will be determined in accordance with Schedule D.

New Arrangements

- 34. The Commonwealth will pay the vaccine sponsor directly in respect of a tax invoice issued to the Commonwealth by a vaccine sponsor under a Head Agreement or Deed.

Incentive payments

- 35. The Commonwealth will fund incentive payments to encourage the States to:
 - (a) improve the cost-effectiveness of their service delivery by investing in activities directly related to the provision of vaccines such as: distribution of vaccines to providers, cold chain management, monitoring the supply of vaccines, vaccine storage, and collection and analysis of data and other information related to the provision of vaccines; and
 - (b) undertake projects aimed at:
 - (i) maintaining or increasing vaccine coverage for Indigenous Australians;
 - (ii) maintaining or increasing coverage in agreed areas of low immunisation coverage;

- (iii) maintaining or decreasing wastage and leakage; and
- (iv) maintaining or increasing vaccination coverage for four year olds

36. The incentive payments will be equivalent to four per cent of the total cost of essential vaccines purchased in respect of all States in the relevant year.

Reward payment for cost-effective service delivery

37. A reward payment will be paid to each State that achieves the following performance benchmarks:

- (a) maintaining or increasing vaccine coverage for Indigenous Australians;
- (b) maintaining or increasing coverage in agreed areas of low immunisation coverage;
- (c) maintaining or decreasing wastage and leakage; and
- (d) maintaining or increasing vaccination coverage for four year olds

38. Each State must demonstrate at least two of these four performance benchmarks in order to receive the reward payment.

39. The reward payment for each State will be calculated as:

- (a) 2009 - 2010 - 20%;
- (b) 2010 - 2011 - 40%
- (c) 2011 - 2012 and ongoing at 60% of the incentive payment.

40. The reward payment will be assessed annually in respect of performance in each year by the COAG Reform Council against the improvement areas referred to in Clause 35(b) and subject to the detailed arrangements in Schedule F.

41. Following receipt of a recommendation from the COAG Reform Council as to whether a pre-determined performance benchmark has been achieved, the relevant Commonwealth Minister will make a determination as to whether the incentive payment will be paid. The payments will be made after receipt of the report from the COAG Reform Council, and such payments will be paid as a single instalment on the first possible payment date after the Minister's determination.

Facilitation payments

42. An annual facilitation payment will be paid to each State which undertakes activities, set out in Clause 35, designed to improve service delivery for essential vaccines.

43. The facilitation payment for each State will be calculated as:

- (a) 2009 - 2010 - 80%;
- (b) 2010 - 2011 - 60%
- (c) 2011 - 2012 and ongoing at 40% of the incentive payment.

44. The Commonwealth Minister will make an annual assessment of each State's commitment in implementing the activities set out in clause 35. Following assessment the Minister will determine that the facilitation payments can be made.
45. The Commonwealth may make monthly advances of facilitation payments to the States. Advances will not be made where State reporting commitments have not been met.

PART 6 — PERFORMANCE INDICATORS AND REPORTING

46. The Parties commit to meet the outcome in the National Healthcare Agreement that the current high rates of immunisation coverage are at least maintained. This will be measured and reported through the National Healthcare Agreement performance indicators.
47. The States will use best endeavours to meet the performance indicators set out in Schedule G. The collection of data in accordance with the performance indicators in Schedule G will facilitate, amongst other things, the assessment of the National Healthcare Agreement performance indicator for the National Immunisation Program.
48. Each State will provide:
 - (a) a detailed report of vaccine purchase and utilisation as set out in Schedule E; and
 - (b) other agreed reporting to the Australian Childhood Immunisation Register, the Human Papillomavirus Register and other data sources.
49. Schedule G is provided for information only and reflects the reporting requirements to meet obligations under the National Healthcare Agreement.
50. The Parties recognise that some performance information is generated by the actions of third parties and that the Parties will use their best endeavours to ensure that third parties supply timely and accurate information.
51. Reporting requirements under this National Partnership should be read in conjunction with the provisions in Schedule C to the *Intergovernmental Agreement on Federal Financial Relations*.
52. The Commonwealth may publish quantitative data or time-series performance information derived from the States' annual performance reports. A process of consultation will be undertaken prior to publication of this information to allow the States to comment on the data and to append qualifications or notes of disagreement to the final report if the State requires.

PART 7 — GOVERNANCE ARRANGEMENTS

Dispute resolution

53. Any Party may give notice to other Parties of a dispute under this Agreement.
54. The relevant delegates will attempt to resolve any dispute in the first instance.

55. If a dispute cannot be resolved between the relevant delegates, it may be escalated to the relevant Ministerial Council or COAG Working Group for consideration.
56. If a dispute cannot be resolved by the relevant Ministerial Council or COAG Working group, it may be referred by a Party to COAG for consideration.

Variation of this Agreement

57. This Agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
58. A Party to this Agreement may terminate its participation in this Agreement at any time by notifying all the other Parties in writing.

The Parties have confirmed their commitment to this Agreement as follows:

*Signed for and on behalf of the Commonwealth
of Australia by*



The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia

August 2009

*Signed for and on behalf of the
State of New South Wales by*

The Honourable Nathan Rees MP
Premier of the State of New South Wales

July 2009

*Signed for and on behalf of the
State of Victoria by*

The Honourable John Brumby MP
Premier of the State of Victoria

July 2009

*Signed for and on behalf of the
State of Queensland by*

The Honourable Anna Bligh MP
Premier of the State of Queensland

July 2009

*Signed for and on behalf of the
State of Western Australia by*

The Honourable Colin Barnett MP
Premier of the State of Western Australia

July 2009

*Signed for and on behalf of the
State of South Australia by*

The Honourable Mike Rann MP
Premier of the State of South Australia

July 2009

*Signed for and on behalf of the
State of Tasmania by*

The Honourable David Bartlett MP
Premier of the State of Tasmania

July 2009

*Signed for and on behalf of the Australian
Capital Territory by*

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory

July 2009

*Signed for and on behalf of the Northern
Territory by*

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia

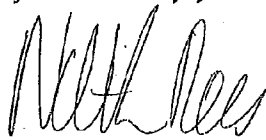
July 2009

The Parties have confirmed their commitment to this Agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
July 2009

Signed for and on behalf of the State of New South Wales by



The Honourable Nathan Rees MP
Premier of the State of New South Wales
July 2009

- 9 JUL 2009

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland
July 2009

Signed for and on behalf of the State of South Australia by

The Honourable Mike Rann MP
Premier of the State of South Australia
July 2009

Signed for and on behalf of the Australian Capital Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
July 2009

Signed for and on behalf of the State of Victoria by

The Honourable John Brumby MP
Premier of the State of Victoria
July 2009

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MP
Premier of the State of Western Australia
July 2009

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MP
Premier of the State of Tasmania
July 2009

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
July 2009

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Prime Minister of the Commonwealth of Australia
July 2009

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The Honourable Nathan Rees MP
Premier of the State of New South Wales
July 2009

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland
July 2009

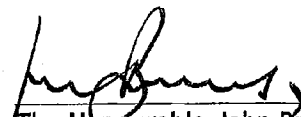
Signed for and on behalf of the State of South Australia by

The Honourable Mike Rann MP
Premier of the State of South Australia
July 2009

Signed for and on behalf of the Australian Capital Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
July 2009

Signed for and on behalf of the State of Victoria by



The Honourable John Brumby MP
Premier of the State of Victoria
31 July 2009

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MP
Premier of the State of Western Australia
July 2009

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MP
Premier of the State of Tasmania
July 2009

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
July 2009

The Parties have confirmed their commitment to this Agreement as follows:

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The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
July 2009

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Signed for and on behalf of the State of Victoria by

The Honourable Nathan Rees MP
Premier of the State of New South Wales
July 2009

Signed for and on behalf of the State of Queensland by

The Honourable John Brumby MP
Premier of the State of Victoria
July 2009

Signed for and on behalf of the State of Western Australia by


The Honourable Anna Bligh MP
Premier of the State of Queensland
27 July 2009

Signed for and on behalf of the State of South Australia by

The Honourable Colin Barnett MP
Premier of the State of Western Australia
July 2009

Signed for and on behalf of the State of Tasmania by

The Honourable Mike Rann MP
Premier of the State of South Australia
July 2009

Signed for and on behalf of the Australian Capital Territory by

The Honourable David Bartlett MP
Premier of the State of Tasmania
July 2009

Signed for and on behalf of the Northern Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
July 2009

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
July 2009

National Partnership Agreement on Essential Vaccines

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Signed for and on behalf of the Commonwealth of Australia by

The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
July 2009

Signed for and on behalf of the State of New South Wales by

Signed for and on behalf of the State of Victoria by

The Honourable Nathan Rees MP
Premier of the State of New South Wales
July 2009

Signed for and on behalf of the State of Queensland by

The Honourable John Brumby MP
Premier of the State of Victoria
July 2009

Signed for and on behalf of the State of Western Australia by

The Honourable Anna Bligh MP
Premier of the State of Queensland
July 2009

Signed for and on behalf of the State of South Australia by

The Honourable Dr Kim Hames MP
Acting Premier of the State of Western Australia
20 July 2009

Signed for and on behalf of the State of Tasmania by

The Honourable Mike Rann MP
Premier of the State of South Australia
July 2009

Signed for and on behalf of the Australian Capital Territory by

The Honourable David Bartlett MP
Premier of the State of Tasmania
July 2009

Signed for and on behalf of the Northern Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
July 2009

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
July 2009

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Premier of the State of New South Wales
July 2009

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Premier of the State of Victoria
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Signed for and on behalf of the State of Queensland by

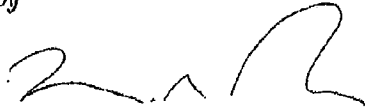
Signed for and on behalf of the State of Western Australia by

The Honourable Anna Bligh MP
Premier of the State of Queensland
July 2009

The Honourable Colin Barnett MP
Premier of the State of Western Australia
July 2009

Signed for and on behalf of the State of South Australia by

Signed for and on behalf of the State of Tasmania by



The Honourable Mike Rann MP
Premier of the State of South Australia
23 July 2009

The Honourable David Bartlett MP
Premier of the State of Tasmania
July 2009

Signed for and on behalf of the Australian Capital Territory by

Signed for and on behalf of the Northern Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
July 2009

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
July 2009

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July 2009

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July 2009

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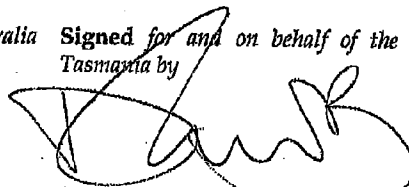
Signed for and on behalf of the State of Western Australia by

The Honourable Anna Bligh MP
Premier of the State of Queensland
July 2009

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The Honourable Colin Barnett MP
Premier of the State of Western Australia
July 2009

Signed for and on behalf of the State of Tasmania by



The Honourable Mike Rann MP
Premier of the State of South Australia
July 2009

Signed for and on behalf of the Australian Capital Territory by

The Honourable David Bartlett MP
Premier of the State of Tasmania
July 2009

Signed for and on behalf of the Northern Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
July 2009

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
July 2009

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Prime Minister of the Commonwealth of Australia
July 2009

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Premier of the State of New South Wales
July 2009

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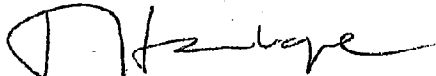
Signed for and on behalf of the State of Tasmania by

The Honourable Mike Rann MP
Premier of the State of South Australia
July 2009

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The Honourable David Bartlett MP
Premier of the State of Tasmania
July 2009

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Chief Minister of the Australian Capital Territory
July 2009

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Premier of the State of Queensland
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Premier of the State of South Australia
June 2009


Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MP
Premier of the State of Tasmania
June 2009

Signed for and on behalf of the Australian Capital Territory by

The Honourable Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
June 2009

Signed for and on behalf of the Northern Territory by


The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
13 JUNE 2009
AUGUST

Interpretation

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES

Actual Volume	Means the actual volume of an Essential Vaccine purchased by a State in a period.
Additional Supplies	Means, in respect of a vaccination Head Agreement or Deed, where the vaccine is used outside of the eligibility under the National Immunisation Program.
Australian Childhood Immunisation Register	Means the register kept in accordance with sections 46A and 46B of the <i>Health Insurance Act 1973</i> (Cth).
Cohort	Means the projections of population groups identified as being the target groups of the National Immunisation Program.
Cohort Percentage Funded	Means the proportion of an eligible Cohort in respect of which the Commonwealth calculates payments for the purchase of Essential Vaccines. This proportion includes components for Vaccine Leakage and Vaccine Wastage.
Coverage	Means the proportion of the relevant Cohort population that has been vaccinated against specific diseases or strains of disease.
Essential Vaccines	Means the vaccines listed in a determination under section 9B of the <i>National Health Act 1953</i> (Cth) as amended from time to time.
Essential Vaccine Management	Means the inventory monitoring, forecasting, ordering, data collection and reporting, cold chain maintenance, delivery and invoice verification, storage, vaccine wastage and leakage prevention, and distribution activities that States are required to undertake with respect to Essential Vaccines under the Transitional Arrangements and the New Arrangements.
Existing Vaccine Agreement	Means a vaccine acquisition agreement in place as at 1 July 2009 between the States and a Vaccine Sponsor.
Head Agreement or Deed	Means an agreement for the procurement of Essential Vaccines and Additional Supplies entered into by the Commonwealth of Australia with Vaccine Sponsors
Human Papillomavirus Register	Means the register kept in accordance with section 9BA of The <i>National Health Act 1953</i> , as amended by the National Health Amendment (National HPV Vaccination Program Register) Act 2007.
Influenza Deed	Means: <ol style="list-style-type: none"> (a) the Deed of Agreement for Supply of Influenza Vaccine between the Commonwealth of Australia and CSL Limited dated 30 November 2004, as previously amended on 3 October 2007; and/or

(b) the Deed of Agreement for Supply of Influenza Vaccine between the Commonwealth and Sanofi Pasteur Pty Limited dated 26 November 2004, as previously amended on 25 September 2007.

National Healthcare Agreement	<p>The National Healthcare Agreement specifies that:</p> <ul style="list-style-type: none">• The Commonwealth will fund purchase of vaccines under national immunisation arrangements;• The Commonwealth will purchase vaccines for delivery by States and Territories through national immunisation arrangements; and• The States and Territories will deliver vaccines purchase by the Commonwealth under national immunisation arrangements.
National Immunisation Program	<p>The National Immunisation Program is a Commonwealth, State and Territory Government initiative, which aims to increase national immunisation rates.</p>
Nationally Negotiated Vaccine Unit Price	<p>Means the price per dose of a specific type of vaccine, as determined by the Pharmaceutical Benefits Pricing Authority.</p>
State Scheme	<p>Means a State vaccine program.</p>
Vaccines	<p>Means essential vaccines.</p>
Vaccine Wastage	<p>Means the proportion of any vaccine that is no longer efficacious because the cold chain breaks down, the vaccine passes its expiry date, because of breakages or is destroyed, together with any unused seasonal influenza stock, as a result of a natural disaster or unforeseen circumstances such as flood, fire, storm, cyclone, power outages or other non-preventable circumstances.</p>
Vaccine Leakage	<p>Means the proportion of the purchased doses of Essential Vaccines administered to non-Cohort Populations.</p>
Vaccine Sponsor	<p>Means a third party who is under a contractual agreement with the Commonwealth or a State to supply an Essential Vaccine.</p>

Influenza Deeds

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES

MINISTERIAL COUNCIL FOR FEDERAL FINANCIAL RELATIONS

1. This is the same as Schedule 8 and Schedule 9 of the previous Australian Immunisation Agreement. The Influenza Deeds have not been varied since:
 - (a) in relation to the Deed of Agreement for Supply of Influenza Vaccine between the Commonwealth of Australia and CSL Limited dated 30 November 2004, Deed of Variation No. 4.dated.3 October 2007; and
 - (b) the Deed of Agreement for Supply of Influenza Vaccine between the Commonwealth and Sanofi Pasteur Pty Limited dated 26 November 2004, Deed of Variation No.3.dated.25 September 2007.'
2. The Commonwealth and State will undertake the same responsibilities in respect of the Influenza Deeds as set out in the previous Australian Immunisation Agreements and outlined in this Schedule.
3. For the purpose of easy reference the relevant clauses from the Australian Immunisation Agreement are set out below.

Commonwealth responsibilities

4. The Commonwealth is responsible for:
 - (a) consulting with the States/Territories regarding any proposed variations to, or termination of, any of the Influenza Deeds;
 - (b) advising the State/Territory if, for any reason (including if there is a Pandemic) if Additional Supplies or Inter-Pandemic Supplies cannot be supplied or delivered in accordance with the terms of an Influenza Deed or Contract placed under an Influenza Deed where the Commonwealth is made aware of an issue;
 - (c) complying with the Commonwealth's obligations under the Influenza Deeds;
 - (d) using its best endeavours to negotiate with the relevant Vaccine Sponsor amendments to the Influenza Deeds which the State/Territory requires to be made for the next Reference Period and of which the State/Territory has given the Commonwealth notice prior to 15 October in any year during the term of the Influenza Deeds; and

- (e) consulting with the States/Territories regarding the conduct of procurements to establish the influenza vaccine Head Agreements under the New Arrangements.

Role of the States

5. The States are responsible for:

- (a) providing to the Commonwealth, for the next Reference Period:
 - (i) by 25 February of each year, a non-binding Forecast of influenza vaccine requirements for the Health Schemes; and
 - (ii) by 25 September of each year, an updated non-binding Forecast of influenza vaccine requirements for the Health Schemes,in the form specified in Schedule 4;

Note: the State/Territory may also purchase Additional Supplies under the Influenza Deeds. Forecasts are not required for Additional Supplies;

- (b) notifying each relevant Vaccine Sponsor in writing of its requirements for the mix of 10 dose packs and single dose packs for Inter-Pandemic Supplies for the current Reference Period by no later than 30 November in that Reference Period, unless Attachment A to Schedule 2 to the relevant Influenza Deed (at Schedule C (i) of the NPA) reflects the State/Territory's requirements for packaging mix;
- (c) complying with the terms and conditions of the relevant Influenza Deed and Purchase Order when purchasing Inter-Pandemic Supplies and acknowledge that unless the State/Territory otherwise agrees with the relevant Vaccine Sponsor, a Purchase Order is issued under the terms and conditions of the Influenza Deed with the relevant Vaccine Sponsor;
- (d) referring any dispute under a Contract to the Commonwealth in accordance with the requirements of the Influenza Deed;
- (e) notifying the Commonwealth promptly on the State/Territory becoming aware of any claim that may give rise to damages or rights under an indemnity under the Influenza Deed;
- (f) notifying the Commonwealth promptly following the giving of any notice of rejection by the State/Territory under an Influenza Deed;
- (g) notifying the Commonwealth promptly, and in any case prior to 15 October, if it requires any amendments to be made to an Influenza Deed for the next Influenza Season;

Note: the Commonwealth will need a reasonable time, having regard to the issues concerned, to negotiate amendments with a Vaccine Sponsor. The

Commonwealth does not guarantee that a Vaccine Sponsor will agree to any proposed amendment.

(h) purchasing:

(i) during the 2009-10 financial year from:

- a. CSL Limited, 64.619%; and
- b. Sanofi Pasteur Pty Limited, 35.381%

of total doses of Inter-Pandemic Supplies for the Health Schemes that the State/Territory purchases in that Reference Period;

(ii) unless amended by a Head Agreement, during the 2010-11 financial year from:

- (a) CSL Limited, 64.619%; and
- (b) Sanofi Pasteur Pty Limited, 35.381%

of total doses of Inter-Pandemic Supplies for the Health Schemes that the State/Territory purchases in that Reference Period, unless the Influenza Deed is replaced by a Head Agreement in which case the Head Agreement will apply.

Note: so that compensation is not payable by the Commonwealth under clause 4 of the relevant Influenza Deed, it is essential that the State purchase Inter-Pandemic Supplies in these proportions as far as possible;

- (i) complying with the terms and conditions of the relevant Influenza Deed (which will include those terms and conditions contained in the relevant Purchase Order) when purchasing Additional Supplies under an Influenza Deed;
- (j) complying with the requirements of clause 6 of the relevant Influenza Deed in relation to any rejection of influenza vaccine under an Influenza Deed; and
- (k) acknowledging that the Commonwealth is not responsible for any State Scheme Supplies acquired under in Influenza Deed.

Influenza Deeds

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES

REQUIREMENTS FOR INTER-PANDEMIC SUPPLIES

1. The State will provide the Commonwealth with forecasts of its requirements for influenza vaccine for the Health Schemes for the next Reference Period by 25 February in each year commencing from 2010, and an updated forecast of influenza vaccine requirements for the Health Schemes by 25 September in each year commencing from 2009 in the following format:

Site(s)	Non-binding Initial Forecast for the relevant Reference Period	Non-Binding Indicative Delivery Schedule for Total Inter-Pandemic Supply for the relevant Reference Period	Additional Requirements (if any)
<i>[Insert site or sites to which delivery is required]</i>	<i>[Insert estimate of required number of doses for the Reference Period]</i>	<i>[Insert indicative delivery schedule by proportion of total doses for the Reference Period]</i>	<i>[Insert indicative required packaging mix of 10 dose and single dose packs and details of any additional requirements]</i>

The Commonwealth will advise vaccine sponsors of the forecasts provided by the State for each Reference Period in accordance with the requirements of each Influenza Deed.

Funding the Australian Childhood Immunisation Register

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES

1. The Australian Childhood Immunisation Register (ACIR) is a national register that records details of the immunisation status of approximately 99% of Australian children up to the age of 7 years where cohorts apply in relation to the childhood immunisation notifications. Medicare Australia updates the Register upon receipt of vaccination details from health professionals including general practitioners, practice nurses, health clinics, hospitals and other immunisation providers.
2. The purpose of the ACIR is to monitor immunisation coverage levels and service delivery and identify regions at risk during disease outbreaks.
3. Each State and Territory (excluding Queensland) agrees to provide funding to the ACIR in line with their respective State/Territory's formula below. Note: Queensland does not participate as the jurisdiction maintains a childhood immunisation register for Queensland.
4. The formula used to calculate the contribution for New South Wales, Australian Capital Territory, South Australia, Western Australia, Tasmania and Northern Territory is as follows:
 - (a) ACIR contribution =
 - (i).
$$\frac{[(\text{cohort } 1 * \$6.00 * 3) + (\text{cohort } 2 * \$6.00 * 1) + (\text{cohort } 3 * \$6.00 * 1) + (\text{cohort } 4 * \$6.00 * 1)] * 50\%}{}$$
5. The formula used to calculate the contribution for Victoria is as follows:
 - (a) ACIR contribution =
 - (i)
$$\frac{[(\text{cohort } 1 * \$6.00 * 3) + (\text{cohort } 2 * \$6.00 * 1) + (\text{cohort } 3 * \$6.00 * 1) + (\text{cohort } 4 * \$6.00 * 1)] * 33 \frac{1}{3}\%}{}$$
6. The cohorts used in the formula calculations are as follows:
 - (a) cohort 1 = children in the State aged less than 1 year;

- (b) cohort 2 = children in the State aged 1 year;
 - (c) cohort 3 = children in the State aged 18 months; and
 - (d) cohort 4 = children in the State aged 4 to 5 years.
7. The formula used to calculate the State's contributions to support the ACIR is based on 100% immunisation coverage. The number of immunisation encounters reported in each State and Territory will fluctuate throughout the year and payments to providers made by **Medicare Australia** in each State and Territory will be made in accordance with payment demand. The State agrees to adjust its contribution under this Agreement in order to meet this demand.
 8. The formula assumes the following immunisation encounters - 2 months, 4 months, 6 months, 12 months, 18 months and 4-5 years. If the National Immunisation Program is amended then this schedule will be amended to reflect those changes.
 9. Population figures for the above formula during 2009-10 are based on Australian Bureau of Statistics data as follows:
 - (a) ABS Population Projections, 2007-2015 (based on data current as at February/March 2008) consistent with the National Healthcare Agreement, and
 - (b) "3238.0 Experimental Estimates and Projections, Aboriginal and Torres Strait Islander Australians" (High Series) dated 27 September 2004.
 10. The State will be informed of the relevant population figures and concomitant financial obligation following publication of this data.

ARRANGEMENTS FOR TRANSFERRING FUNDS TO MEDICARE AUSTRALIA

11. In June of each year, the Commonwealth will advise the State of its projected quarterly payments for the ACIR contribution for the forthcoming financial year. These projections will take into account any shortfalls or carry-overs from the previous year. The State is required to make its bi-annual payments to the Commonwealth. The first payment is due by 30 July, and the second payment is due by 30 January of each year.

Project Payments

12. In accordance with Federal Financial Relations Act, States and Territories will contribute payments for the 2009-10, 2010-11, 2011-12 and 2012-13.
13. For the 2010-11, 2011-12 and 2012-13 financial years, the contributions will be calculated at the end of the previous financial year based on the most recent cohort data, the number of notifications advised by Medicare Australia and taking into account any shortfall or surplus.

Payment Schedule for Essential Vaccine Purchases

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL
VACCINES

MINISTERIAL COUNCIL FOR FEDERAL FINANCIAL RELATIONS

Essential Vaccine Purchases*	Year			
	2009-10 (\$000)	2010-11 (\$000)	2011-12 (\$000)	2012-13 (\$000)
Australian Capital Territory	4,683	4,760	4,857	4,929
New South Wales	94,150	95,177	96,501	97,661
Northern Territory	3,451	3,523	3,596	3,685
Queensland	67,435	68,666	69,911	71,371
South Australia	23,825	24,093	24,495	24,820
Tasmania	6,989	7,050	7,149	7,201
Victoria	80,579	81,847	83,515	84,852
Western Australia	30,071	30,787	31,573	32,220
Total	311,183	315,903	321,597	326,739

* As provided in the Forward Estimates.

Schedule E(i)

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES					
QUARTERLY REPORT					
FOR THE FINANCIAL YEAR ENDING 30 JUNE 20XX					
_____ QUARTER 20XX-XX _____ to _____					
Vaccine	Actual Doses Purchased	Price per dose paid	TOTAL QUARTER EXPENDITURE	Doses Distributed	Doses Remaining*
Adacel		\$ -	\$ -		
Boostrix		\$ -	-		
Cervarix		\$ -	-		
Engerix-B		\$ -	-		
Fluvax		\$ -	-		
Gardasil		\$ -	-		
HB VaxVI		\$ -	-		
H-B-VaxII Adult		\$ -	-		
H-B-VaxII Paediatric		\$ -	-		
Hib PRP-OMP		\$ -	-		
Hiberix		\$ -	-		
Infanrix Hexa		\$ -	-		
Infanrix IPV		\$ -	-		
Infanrix Penta		\$ -	-		
Meningitec		\$ -	-		
Menjugate		\$ -	-		
NeisVac-C		\$ -	-		
Pedvax HIB		\$ -	-		
Pneumovax 23		\$ -	-		
Prevenar		\$ -	-		
Priorix		\$ -	-		
Quadracel		\$ -	-		
Rotarix		\$ -	-		
Rota Teq		\$ -	-		
Vaqta		\$ -	-		
Varilrix		\$ -	-		
Varivax		\$ -	-		
Vaxigrip		\$ -	-		
TOTAL			\$ -		

* This is to be reported annually

Schedule E(ii)

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES VACCINE DOSE ESTIMATE REPORT FOR THE FINANCIAL YEAR ENDING 30 JUNE 20XX							
_____ to _____ 20XX							
	Estimated Doses Required						
Vaccine	Month	Month	Month	Month	Month	Month	TOTALS
Adacel							0
Boostrix							0
Cervarix							0
Engerix-B							0
Fluvax							0
Gardasil							0
HB VaxVI							0
H-B-VaxII Adult							0
H-B-VaxII Paediatric							0
Hib PRP-OMP							0
Hiberix							0
Infanrix Hexa							0
Infanrix IPV							0
Infanrix Penta							0
Meningitec							0
Menjugate							0
NeisVac-C							0
Pedvax HIB							0
Pneumovax 23							0
Prevenar							0
Priorix							0
Quadracel							0
Rotarix							0
Rota Teq							0
Vaqta							0
Varilrix							0
Varivax							0
Vaxigrip							0

Schedule E(iii)

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES
ANNUAL ACQUITTAI STATEMENT
FOR THE FINANCIAL YEAR ENDING 30 JUNE 20XX

TOTAL FUNDING FOR 20XX-XX \$										
Vaccine Name	Allocation Breakdown	Actual Doses Qtr 1	Actual Doses Qtr 2	Actual Doses Qtr 3	Actual Doses Qtr 4	Unit Price	Expenditure	Variation	Variation Explanation per Vaccine	
Adacel	\$						\$	\$		
Boostrix							\$	\$		
Cervarix							\$	\$		
Engerix-B							\$	\$		
Fluvax							\$	\$		
Gardasil							\$	\$		
HB VaxVI							\$	\$		
H-B-VaxII Adult							\$	\$		
H-B-VaxII Paediatric							\$	\$		
Hib PRP-OMP							\$	\$		
Hiberix							\$	\$		
Infanrix Hexa							\$	\$		
Infanrix IPV							\$	\$		
Infanrix Penta							\$	\$		
Meningitec							\$	\$		
Menjugate							\$	\$		
NeisVac-C							\$	\$		
PedVax HIB							\$	\$		
Pneumovax 23							\$	\$		
Prevenar							\$	\$		
Priorix							\$	\$		
Quadracel							\$	\$		
Rotarix							\$	\$		
Rota Teq							\$	\$		
Vaqtta							\$	\$		
Varilrix							\$	\$		
Varivax							\$	\$		
Vaxigrip							\$	\$		
TOTAL	\$						\$	\$		

Incentive Payments

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES

1. The total incentive payment available will be 4.0 percent of the total essential vaccine funding expenditure in a year and will be distributed between states based on the proportion of overall vaccine funding they manage (75% of total incentive payments) and on the number of Indigenous Australians in the relevant population cohorts (25% of total incentive payments).
2. Of the total incentive payment, 80% will be available as facilitation payments in 2009-10, 60% in 2010-11 and 40% in 2011-12 onwards and the remainder available as reward payments. Facilitation payments will be made monthly in advance while reward payments will be made after receipt of an assessment from the COAG Reform Council in accordance with Clauses 40 and 41. Such payments will be paid as a single instalment on the first possible payment date after the Minister's determination.
3. The incentive payments will be assessed as set out in clauses 35 to 45 of the Agreement.

Estimates of total payments

	Year			
	2009-10 (\$000)	2010-11 (\$000)	2011-12 (\$000)	2012-13 (\$000)
Procurement of vaccines	311,183	315,903	321,597	326,739
4% incentive payment pool	12,965	13,163	13,400	13,613
Facilitation payments	10,372	7,898	5,360	5,445
Reward payments	2,593	5,265	8,040	8,168
Total	324,149	329,067	334,999	340,351

Performance benchmarks for reward payments

4. The COAG Reform Council will assess each States' performance against the four areas identified in Clause 35(b). The reward payment will be paid if a State has met two of the following performance benchmarks:

Performance benchmark	Measurement and Reporting
1. maintaining or increasing vaccine coverage for Indigenous Australians;	Number of Indigenous Australian children reported as fully immunised at 12 - < 15 months, 24 - < 27 months and 60 - < 63 months of age as reported in the Australian Childhood Immunisation Register (ACIR) and Annual Immunisation Coverage Reports produced by the National Centre for Immunisation Research and Surveillance.
2. maintaining or increasing coverage in agreed areas of low immunisation coverage;	Immunisation coverage rates in agreed areas where there is more than 5% below national levels for immunisation coverage rates for 12 - < 15 months, and 60 - < 63 months of age. ACIR Coverage Reports and the Annual Immunisation Coverage Reports as produced by the National Centre for Immunisation Research and Surveillance.
3. maintaining or decreasing wastage and leakage; and	Based on self reported data with an allowance for exceptional circumstances if they occur.
4. maintaining or increasing vaccination coverage for four year olds.	Number of children immunisation as 60 - < 63 months of age as compared to previous year at the jurisdictional level. ACIR Coverage Reports and the Annual Immunisation Coverage Reports as produced by the National Centre for Immunisation Research and Surveillance.

Performance indicators

NATIONAL PARTNERSHIP AGREEMENT ON ESSENTIAL VACCINES

MINISTERIAL COUNCIL FOR FEDERAL FINANCIAL RELATIONS

1. These performance indicators, identified for information only, may be used to monitor and assess the achievement of objectives and outcomes for immunisation under the National Healthcare Agreement. The assessment performance benchmark identified in the NHA will be subject to analysis and reporting for review by the COAG Reform Council.

PROGRAM	PERFORMANCE INDICATOR	TARGET(S)	SOURCE
National Childhood Immunisation Program	Indicator 1 Percentage of children immunised.	Maintain and/or improve immunisation rates of 90% for children aged five under the National Immunisation Program Schedule.	Australian Childhood Immunisation Register The States Immunisation registers
	Indicator 2 Indigenous children immunisation rates improved compared with previous year.	Percentage of Indigenous children immunised compared to non-Indigenous children under the National Immunisation Program Schedule compared to previous year.	National Centre for Immunisation, Research and Surveillance Coverage Reports
National Adolescent Programs	Indicator 3 Percentage of adolescents immunised.	Demonstrate progress towards optimal coverage for adolescents immunised under the National Immunisation Program Schedule.	The States databases for school based programs
	Indicator 4 Percentage of ongoing cohort (one female cohort in 12- to 13-year-old age range) immunised with HPV vaccine	Demonstrate progress towards optimal 90% of target group fully immunised at end of financial year.	National Centre for Immunisation, Research and Surveillance Coverage Reports Human Papillomavirus Register

PROGRAM	PERFORMANCE INDICATOR	TARGET(S)	SOURCE
Pneumococcal and Influenza Vaccine Programs for Older Australians including Indigenous Adults At-Risk	<p>Indicator 5 Percentage of Australians aged 65 years immunised.</p> <p>Indicator 6 Percentage of Indigenous Australians immunised against influenza and pneumococcal disease</p>	<p>Maintain or increase percentage of Australians aged 65 years and over who receive current year vaccine for influenza and initial/booster vaccine against pneumococcal disease compared to previous year.</p> <p>Progress towards increased coverage of eligible Indigenous Australians immunised against influenza and invasive pneumococcal diseases under the National Influenza and Pneumococcal Indigenous Initiative.</p>	<p>Adult Vaccination and State based Surveys</p> <p>Aboriginal and Torres Strait Islander Health Performance Framework</p>