

NATIONAL PARTNERSHIP ON ESSENTIAL VACCINES

An agreement between

n the **Commonwealth of Australia** and
n the **States and Territories**, being:

t New South Wales
t Victoria
t Queensland
t Western Australia
t South Australia
t Tasmania
t the Australian Capital Territory
t the Northern Territory

This Agreement will contribute to protecting eligible Australians from vaccine preventable diseases.

National Partnership on Essential Vaccines

OVERVIEW

1. This National Partnership (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. In entering this Agreement, the Commonwealth and the States and Territories (the States) recognise that they have a mutual interest in improving outcomes in vaccination and need to work together to achieve those outcomes.
3. This Agreement will contribute to protecting eligible Australians from vaccine preventable diseases.

Reporting Arrangements

4. The States will report yearly against the agreed performance benchmarks and milestone during the operation of the Agreement, as set out in Part 4 – Performance Monitoring and Reporting.

Financial Arrangements

5. The Commonwealth will provide an estimated total financial contribution to the States of \$74.3 million (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2021, or on completion of the project, including final performance reporting and processing of final payments against performance benchmarks or project milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

8. The objective of this Agreement is to protect the Australian public from the spread of vaccine preventable diseases through the cost-effective and efficient delivery of immunisation programs under the National Immunisation Program (NIP).
9. The NIP is a joint initiative of the Commonwealth and the States, making free vaccines available to eligible individuals through a range of vaccination providers, including general practice, community clinics, Aboriginal Medical Services, and aged care facilities. The NIP provides vaccines for eligible individuals against multiple disease groups, ensuring those most at risk are protected. Arrangements for the NIP are set out in Schedule A to this Agreement.

Outcomes

10. This Agreement will facilitate achievement of the following outcomes:
 - (a) minimise the incidence of vaccine preventable diseases in the eligible Australian population for diseases with vaccines listed under the NIP;
 - (b) minimise the incidence of vaccine preventable diseases in Aboriginal and Torres Strait Islander people for diseases with vaccines listed under the NIP;
 - (c) minimise the incidence of Human Papillomavirus (HPV) in the eligible Australian population;
 - (d) ensure that Australian HPV immunisation data is provided to the Commonwealth annually;
 - (e) minimise the incidence of vaccine preventable diseases in the eligible Australian population in geographic areas of low coverage; and
 - (f) ensure that vaccines listed under the NIP are managed in a way that minimises wastage and leakage, with a target rate of wastage and leakage of 5 per cent or lower.

Outputs

11. The objectives and outcomes of this Agreement will be achieved by:
 - (a) increasing vaccination coverage rates for 60 ≤ 63 month olds;
 - (b) increasing vaccination coverage rates in Aboriginal and Torres Strait Islander children;
 - (c) increasing HPV coverage rates for adolescents;
 - (d) increasing coverage rates in areas of lowest coverage for 60 ≤ 63 month olds;
 - (e) reducing the wastage and leakage for vaccines listed on the NIP; and
 - (f) providing agreed, quality assured data on HPV delivered in schools to the immunisation register.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

12. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

Role of the Commonwealth

13. The Commonwealth agrees to be responsible for:
- (a) providing a financial contribution to the States to support the implementation of this Agreement;
 - (b) monitoring and assessing the performance in the delivery of the NIP under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe;
 - (c) supplying vaccines, including:
 - (i) listing vaccines on the NIP;
 - (ii) tendering for the supply of all vaccines on the NIP through Commonwealth Own-Purpose Expenses, including any vaccines added over the life of the Agreement; and
 - (iii) funding and purchasing vaccines for delivery by the States through the NIP.
 - (d) providing leadership in the development of national consumer and medical professional communication activities; and
 - (e) coordinating national monitoring and surveillance of adverse events following immunisation.

Role of the States and Territories

14. The States agree to be responsible for:
- (a) delivering on outcomes and outputs assigned to the States for implementation;
 - (b) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring and Reporting;
 - (c) delivering the NIP, including:
 - (i) ordering vaccines from the contracted suppliers;
 - (ii) delivering vaccines to immunisation providers in accordance with guidelines on vaccine safety and cold chain management;
 - (iii) promptly notifying the Commonwealth of substantial or unavoidable situations relating to the volume and supply of vaccines;
 - (iv) all necessary actions set out in the vaccine supply deeds; and
 - (v) delivering school immunisation programs.
 - (d) assisting the Commonwealth with procurement of vaccines to be supplied under the NIP, including:
 - (i) providing advice on tender documentation;
 - (ii) participating on tender panels and procurement processes; and

- (iii) providing accurate forecasts of required volumes, including stock on hand, and doses distributed, of vaccines listed on the NIP and amending as required.
- (e) Supporting individuals' access to immunisation services for immunisations covered under the NIP;
- (f) monitoring, minimising and reporting on vaccine wastage and leakage and promptly notifying the Commonwealth of any substantial and unavoidable changes in levels of vaccine wastage and leakage; and
- (g) coordinating local monitoring and surveillance of adverse events following immunisation and reporting them to the Commonwealth.

Shared roles and responsibilities

15. The Commonwealth and the States agree to be jointly responsible for:
 - (a) participating in consultations as appropriate regarding the implementation of this Agreement; and
 - (b) conducting evaluations and reviews of services and outputs delivered under this Agreement.
16. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under an Implementation Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

Australian Immunisation Register

17. The Australian Immunisation Register (AIR) is a national register that records vaccinations given to people of all ages in Australia. Arrangements for the AIR are subject to separate funding arrangements under the *Public Governance, Performance and Accountability Act Determination (Australian Immunisation Register Special Account 2016)*. Further details on arrangements for each State are at Schedule B.
18. In addition to the roles and responsibilities above:
 - (a) the Commonwealth agrees to be responsible for maintaining the AIR and the data related to vaccines provided within schools, including regular reviews of data transmission to the AIR to support accuracy and improvements to data reporting;
 - (b) the States agree to be responsible for providing the agreed data to the AIR and data related to vaccines provided within schools; and
 - (c) the Commonwealth and States agree to be responsible for financial contributions for notification payments under the AIR (see Schedule B).

PART 4 – PERFORMANCE MONITORING AND REPORTING

Performance indicators

19. Achievement of the objectives and outcomes in this Agreement will be informed with reference to the following performance indicators:
 - (a) increase vaccination coverage rates for the 60 ≤ 63 month old population for diseases with vaccines listed under the NIP;

- (b) increase vaccination coverage rates in identified cohorts of Aboriginal and Torres Strait Islander people;
- (c) increase HPV vaccination coverage rates for adolescent boys and girls;
- (d) increase the vaccination coverage rate in identified areas of lowest coverage for 60 ≤ 63 month olds; and
- (e) decrease the annual rate of wastage and leakage for vaccines listed under the NIP.

Performance benchmarks and milestones

Performance benchmarks

20. The Parties agree to meet the following performance benchmarks and milestones:
- (a) an increase in vaccination coverage rates for 60 ≤ 63 month olds relative to the baseline (where a State achieves a coverage rate for the year of 95 per cent or higher, it will be deemed to have met the benchmark);
 - (b) an increase in the vaccination coverage rates for Aboriginal and Torres Strait Islander people in at least two of the following three cohorts: 12 ≤ 15 month; 24 ≤ 27 month; and 60 ≤ 63 month, relative to the baseline (where a State achieves a coverage rate for the year of 95 per cent or higher for a particular cohort, it will be deemed to have met the target for that cohort);
 - (c) an increase in the vaccination coverage rate for both adolescent boys and adolescent girls for HPV, relative to the baseline;
 - (d) an increase in vaccination coverage rates for 60 ≤ 63 month olds in four of the ten lowest vaccination coverage SA3 geographical areas, relative to the baseline. States will notify the Commonwealth by August of each year of the four areas to be targeted that year;
 - (e) an annual decrease in the wastage and leakage rate for agreed vaccines, relative to the baseline (where a State achieves a wastage and leakage rate of 5 per cent or lower, it will be deemed to have met the benchmark); and

Milestones

- (f) provision of annual schools HPV immunisation data for the previous school year by 30 April each year.

Reporting arrangements

21. The States will report the minimum required to demonstrate that milestone and benchmarks have been met, that is annually against the agreed performance benchmarks and milestone during the operation of this Agreement.
22. Annual reports:
- (a) will cover the period 1 April to 31 March; and
 - (b) are due by 30 June each year.
23. In addition, each State will provide:
- (a) a report outlining a 15-month rolling estimate of vaccine purchases in the template and format provided by the Commonwealth quarterly;

- (b) a report outlining vaccines distributed, and vaccines remaining in storage in the template and format provided by the Commonwealth quarterly; and
 - (c) other agreed reporting to the AIR and other data sources.
24. The Commonwealth, in consultation with the States, will publish quantitative data or time-series performance information derived from the States' annual performance reports.
25. Further information on performance benchmarks and payments is set out in Schedule C of this Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

26. The Commonwealth will provide an estimated total financial contribution to the States of \$74.3 million in respect of this Agreement, equivalent to 4.5 per cent of the cost of vaccine purchases comprising:
- (a) 3.75 per cent of the total annual cost of each State's individual vaccine purchases; and
 - (b) 0.75 per cent of the total annual cost of Commonwealth vaccine purchases, divided equally amongst the States.
27. All payments are exclusive of GST.
28. The Commonwealth's funding contribution will not be reduced if the States secure funding from other activity partners.
29. The Commonwealth's and the States' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 1.

Table 1: Estimated financial contributions

| (\$ million) | 2017-18 | 2018-19 | 2019-20 | 2020-21 | Total |
|---|---------|---------|---------|---------|---------|
| Estimated total budget (1) | | | | | |
| Estimated National Partnership payment (2) | 18.4 | 18.5 | 18.6 | 18.8 | 74.3 |
| Commonwealth own purpose expense ^a (3) | 407.0 | 408.5 | 411.4 | 418.7 | 1,645.7 |
| Total Commonwealth contribution (4) = (2) + (3) | 425.4 | 427 | 430 | 437.5 | 1,720 |
| Balance of non-Commonwealth contributions ^b (5) = (1) – (4) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

(a) Commonwealth Own-Purpose Expenses include the procurement of all vaccines covered under the NIP.

(b) States are not required to provide a financial or in-kind contribution under the terms of this Agreement. However, as States are responsible for achieving outcomes under this Agreement, the States allocate their own source of funding and provide in-kind contributions accordingly, including support of services and activities funded under this Agreement.

Funding allocations and payments

30. The Commonwealth will allocate a total of 4.5 per cent of the cost of vaccine purchases to the States for the purposes of this Agreement as follows:
- (a) 0.75 per cent of the cost of each State's total vaccine purchases to each of the five performance benchmarks, as set out at clauses 20(a) to (e) of this Agreement, totalling 3.75 per cent; and

- (b) 0.75 per cent of the total cost of vaccines purchases, to be divided equally amongst the States, to the milestone set out at clause 20(f) of this Agreement.
31. Payments will be made annually for each performance benchmark and milestone where a performance report demonstrates that a performance benchmark or milestone has been met.
 32. Where a performance report demonstrates that a performance benchmark or milestone is met in advance of the due date, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.
 33. Where a new vaccine or program has been implemented within a reporting period, a State may request in writing a reassessment of the performance benchmarks.

Financial risk management

34. Having regard to the agreed estimated costs of projects under this Agreement, States will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost. Similarly, the States bear all risk should the costs exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects and reforms cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

35. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, this does not lessen the Parties' commitment to this Agreement.

Review of the Agreement

36. In accordance with clause E23 of the IGA FFR, this Agreement is time limited. To assess the degree to which the agreed objectives and outcomes and/or outputs have been achieved, and inform decisions regarding the appropriate treatment following its expiry, a review of the Agreement will be scheduled to be completed approximately 12 months prior to its expiry.
37. This Agreement or elements of this Agreement is intended to provide funding to support the delivery of services in the areas of immunisation and immunisation coverage, increases in which are to be measured using the performance benchmarks specified in Part 4 - Performance Monitoring and Reporting. In reviewing this Agreement, the Parties should consider whether it has increased activity levels in these areas in such a way that further funding beyond the expiry of this Agreement may be required if those levels are to be maintained.
 - (a) As part of this process, the Parties should consider whether the overall objectives, outcomes and/or outputs of the Agreement have been achieved and whether the activity levels have been raised in an effective, efficient and appropriate manner.
38. Subject to the outcomes of the review, if the Parties agree that further funding beyond the term of this Agreement may be required to maintain increased activity, they will also consider this issue when framing their budgets, noting that the necessary policy and budget authority, including in relation to new policy reforms, are subject to the outcomes of budget processes at both the Commonwealth and State level.

Variation of the Agreement

39. The Agreement may be amended at any time by agreement in writing by all the Parties.

40. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Delegations

41. The relevant Commonwealth Minister with portfolio responsibility for Health is authorised to agree and amend Schedules to this Agreement and to certify that performance benchmarks and milestones specified under this Agreement have been achieved, so that payments may be made.
42. Respective State and Territory Ministers with portfolio responsibility for Health are authorised to agree and amend Schedules to this Agreement.
43. The Commonwealth Minister may delegate the assessment of project-based performance benchmarks or milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

44. Any Party may give notice to other Parties of a dispute under this Agreement.
45. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
46. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

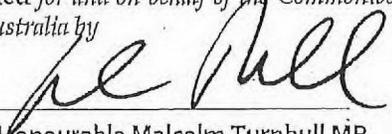
47. For the purposes of this Agreement:

| | |
|--|---|
| Cohort | Means the eligible target group for a National Immunisation Program vaccine and the projections of population size of such target groups. |
| Cold Chain Breach | Means vaccines stored or exposed to temperatures outside the recommended range of +2°C to +8°C (excludes excursions up to +12°C lasting no longer than 15 minutes, when stock taking or restocking). In technical documents a cold chain breach may be referred to as an 'adverse vaccine storage event'. |
| Coverage | Means the proportion of the relevant cohort population that has been vaccinated against specific diseases or strains of disease. |
| Eligible person | Means a person eligible to receive a free NIP vaccine, as specified in the <i>National Health (Immunisation Program – Designated Vaccines) Determination 2014 (No 1)</i> . |
| Essential Vaccines/National Immunisation Program Vaccines | Means the vaccines listed in a determination under section 9B of the <i>National Health Act 1953 (Cth)</i> as amended from time to time. |
| Fifteen / 15 Month Rolling Estimate of Vaccine Purchases | Forecast estimates for a 15 month period, which are provided by jurisdictions each quarter outlining the numbers of doses of essential National Immunisation Program vaccines required to meet expected demand. |
| Geographic Areas of Low Coverage | Means geographic areas with vaccination coverage rates below the target coverage rate of 95 per cent. |
| Vaccines | Means essential vaccines or National Immunisation Program vaccines. |

| | |
|-------------------------------------|--|
| Vaccine Leakage | Means a vaccine that is purchased for administration to eligible cohorts is administered to a person who is not eligible to receive the vaccine. |
| Vaccine Preventable Diseases | Means communicable diseases that can be prevented by vaccination. |
| Vaccine Wastage | Means loss of vaccines due to cold chain breaches, expiry or other damage. |

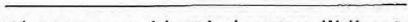
The Parties have confirmed their commitment to this agreement as follows:

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


The Honourable Malcolm Turnbull MP
Prime Minister of the Commonwealth of Australia

June 2017

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


The Honourable Gladys Berejiklian MP
Premier of the State of New South Wales

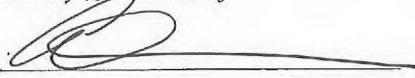
June 2017

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State of Victoria by*


The Honourable Daniel Andrews MP
Premier of the State of Victoria

June 2017

*Signed for and on behalf of the
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The Honourable Mark McGowan MLA
Premier of the State of Western Australia

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


The Honourable Jay Weatherill MP
Premier of the State of South Australia

June 2017

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


The Honourable Will Hodgman MP
Premier of the State of Tasmania

June 2017

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


The Honourable Andrew Barr MLA
Chief Minister of the Australian Capital Territory

June 2017

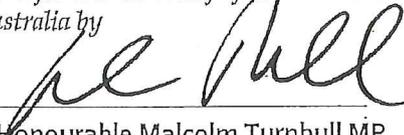
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Territory by*


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June 2017

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State of South Australia by

The Honourable Jay Weatherill MP
Premier of the State of South Australia

18 Sept
June 2017

Signed for and on behalf of the
State of Tasmania by

The Honourable Will Hodgman MP
Premier of the State of Tasmania

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Capital Territory by

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June 2017

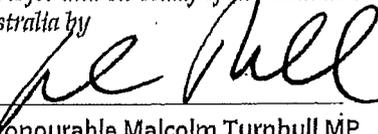
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Capital Territory by*



The Honourable Andrew Barr MLA
Chief Minister of the Australian Capital Territory

June 2017

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

The Honourable Michael Gunner MLA
Chief Minister of the Northern Territory of Australia

June 2017

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Signed for and on behalf of the Commonwealth of Australia by

The Honourable Malcolm Turnbull MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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



The Honourable Gladys Berejiklian MP
Premier of the State of New South Wales

13/10/2017

Signed for and on behalf of the State of Victoria by

The Honourable Daniel Andrews MLA
Premier of the State of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anastacia Palaszczuk MP
Premier of the State of Queensland

[Day] [Month] [Year]

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[Day] [Month] [Year]

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Andrew Barr MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

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The Honourable Mark McGowan MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

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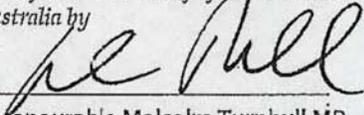
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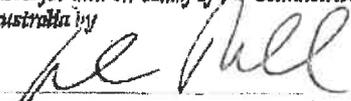
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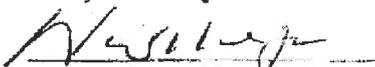
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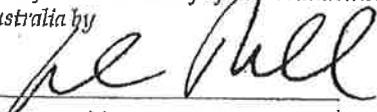
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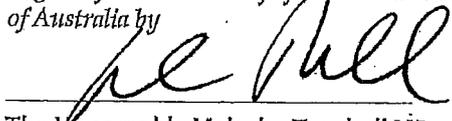
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June 2017

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

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Malcolm Turnbull MP
Prime Minister of the Commonwealth of Australia

June 2017

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

The Honourable Gladys Berejiklian MP
Premier of the State of New South Wales

June 2017

Signed for and on behalf of the State of Victoria by

The Honourable Daniel Andrews MP
Premier of the State of Victoria

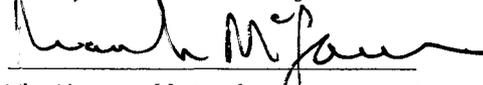
June 2017

Signed for and on behalf of the State of Queensland by

The Honourable Anastacia Palaszczuk MP
Premier of the State of Queensland

June 2017

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



The Honourable Mark McGowan MLA
Premier of the State of Western Australia

Signed for and on behalf of the State of Tasmania by

The Honourable Will Hodgman MP
Premier of the State of Tasmania

June 2017

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

June 2017

Signed for and on behalf of the Australian Capital Territory by

The Honourable Andrew Barr MLA
Chief Minister of the Australian Capital Territory

June 2017

Signed for and on behalf of the Northern Territory by

The Honourable Michael Gunner MLA
Chief Minister of the Northern Territory of Australia

June 2017

National Immunisation Program

NATIONAL PARTNERSHIP ON ESSENTIAL VACCINES

GENERAL

Description

- A1 This Schedule provides for:
- (a) National Immunisation Program (NIP) vaccine management by the States and Territories (the States) and distribution of NIP vaccines to immunisation providers by the States;
 - (b) Commonwealth coordination of procurement of NIP vaccines and the provision of Commonwealth payments to Vaccine Sponsors for NIP vaccines as payment agent for the States; and
 - (c) State assistance to the Commonwealth for the coordination of procurement of NIP vaccines under the Deed or Head Agreements.
- A2 The Commonwealth and the States will agree, from time to time as new contracts for purchasing NIP vaccines are entered into, on specific obligations relating to those new NIP vaccines.
- A3 In this Schedule, words that are capitalised and not defined have the meaning ascribed to them in the relevant Deed or Head Agreement.

GENERAL OBLIGATIONS OF THE PARTIES

- A4 The Commonwealth agrees to:
- (a) appoint a "contract manager" responsible for all aspects of the Deed or Head Agreement between the Commonwealth and the States and, the Vaccine Sponsor for supply of NIP vaccines;
 - (b) provide written quarterly forecasts to the Vaccine Sponsor (in accordance with the timeframes in this Agreement or relevant Deed or Head Agreement), in accordance with advice from the States, of the quantities of NIP vaccines required nationally for the next 15 months, or such other period as is agreed in the relevant Deed or Head Agreement;
 - (c) use its best endeavours to negotiate with the relevant Vaccine Sponsor amendments to any Deed or Head Agreement which all of the States agree are required to be made for the extension of a Deed or Head Agreement or negotiation of a new Deed or Head Agreement;
 - (d) promptly notify all States of any actual or potential interruptions to the supply of NIP vaccines advised by the Vaccine Sponsor or of any product recall or retrieval for NIP vaccines advised by the Vaccine Sponsor or otherwise advised to the Commonwealth and promptly provide all relevant information as requested by the States in relation to those events;
 - (e) negotiate with Vaccine Sponsors to resolve NIP vaccine supply issues that impact on the delivery of the NIP;

- (f) consult with each State on any critical event and proposed actions;
 - (g) liaise with the Therapeutic Goods Administration (TGA) in relation to the registration and cancellation of Supplies under the *Therapeutic Goods Act 1989* (Cth); and
 - (h) review and increase the Payment Cap as required.
- A5 The States agrees to comply with the terms and conditions of the relevant Deed or Head Agreement and Order when purchasing NIP vaccines and; in addition to such compliance, to:
- (a) comply with the terms and conditions of the relevant Deed or Head Agreement and Order when purchasing NIP vaccines;
 - (b) appoint an "authorised representative/s" responsible for all aspects of the Contract with the Vaccine Sponsor, as well as liaising with the Commonwealth in relation to the Deed or Head Agreements;
 - (c) provide to the Commonwealth 15 month rolling dose estimates for all NIP vaccines on a quarterly basis;
 - (d) provide the Vaccine Sponsor with Orders for the supply of NIP vaccines;
 - (e) purchase NIP Vaccines in accordance with the market shares set out in the Deed or Head Agreement;
 - (f) insert the State's unique identifier number on each Order;
 - (g) provide a copy of the Order to the Commonwealth at the same time it places the Order with the Vaccine Sponsor;
 - (h) enter into local arrangements, if required, with the Vaccine Sponsor or its distributor regarding the actual dates and times for which supplies of NIP vaccines will be delivered to a site(s) nominated by a State;
 - (i) keep a record of the dates on which each delivery of NIP vaccines are delivered to a nominated site, noting that such records will be required in the event of consideration of a supply credit to the Commonwealth due to late delivery;
 - (j) promptly notify the Commonwealth in writing of any deliveries of orders for NIP vaccines to a site that is outside the delivery timeframe requirements of the Deed or Head Agreement, and of any persistent late delivery of Orders of NIP vaccines;
 - (k) promptly notify the Commonwealth in writing of any financial or in kind reimbursement from the Vaccine Sponsor or organisation warehousing NIP vaccines, on behalf of a State, resulting from vaccine wastage or leakage;
 - (l) promptly notify the Commonwealth in writing if NIP vaccines have not been transported within agreed temperature range and if NIP vaccines and/or their packaging or labelling are found not to comply with the Deed or Head Agreement;
 - (m) promptly verify in writing to the Commonwealth that the NIP vaccines were received from the Vaccine Sponsor in accordance with its Order and send a copy of the delivery docket to the Commonwealth within three days of receipt;
 - (n) promptly notify the Commonwealth of any substantial and unavoidable changes in levels of vaccine wastage and leakage;
 - (o) promptly notify the Commonwealth in relation to rejection by that State of any NIP vaccine delivery under a Contract or a recall or retrieval by the Vaccine Sponsor of any NIP vaccine;
 - (p) notify the Vaccine Sponsor of its requirements in relation to Additional Supplies in accordance with the relevant Deed or Head Agreement;

- (q) refer any dispute under a Contract to the Commonwealth in accordance with the requirements of the relevant Deed or Head Agreement;
- (r) provide early notice to the Commonwealth, and in any case six months prior to the expiry of the term of any Deed or Head Agreement, if it requires amendments to be made before the extension of a Deed or Head Agreement or negotiation of a new Deed or Head Agreement. The Commonwealth will only negotiate amendments that are agreed by the Commonwealth and all States;
- (s) notify the Commonwealth promptly if the State becomes aware of any claim that may give rise to damages or rights under an indemnity under a Deed or Head Agreement;
- (t) notify the Commonwealth as soon as practicable of any problems or issues concerning a relevant Vaccine Sponsor or the State's dealings with a relevant Vaccine Sponsor in connection with NIP vaccines, including any failure by a Vaccine Sponsor to comply with the terms and conditions of the relevant Deed or Head Agreement;
- (u) promptly notify the Commonwealth if that State:
 - i. would like the Commonwealth to consider terminating a Deed or Head Agreement (noting that a State on its own cannot terminate a Deed or Head Agreement); and
 - ii. discuss in good faith with the Commonwealth the implications, including financial implications (if any), of the termination before any termination action is taken in respect of the Deed or Head Agreement.
- (v) repay to the Commonwealth any monies a State receives from a Vaccine Sponsor which should have been received by the Commonwealth as a result of it being payment agent for the NIP vaccine;
- (w) consider any information relating to a Critical Event as requested by the Commonwealth and in accordance with the Deed or Head Agreement;
- (x) not purchase any NIP vaccine affected by a Critical Event where the Commonwealth has made a decision under the relevant Deed or Head Agreement that a Critical Event has occurred where the Commonwealth has notified the States of that decision; and
- (y) promptly notify the Commonwealth of any transfers of NIP vaccines between the States. Payments will be adjusted accordingly.

PAYMENTS

Payment for NIP vaccines

- A6 The Commonwealth will, as a payment agent for the State, pay Vaccine Sponsors directly for NIP vaccines:
 - (a) ordered and managed by that State in accordance with Section A5 of this Schedule A;
 - (b) verified in writing to the Commonwealth by the State as having been delivered by the Vaccine Sponsor to that State under, and in accordance with the relevant Deed or Head Agreement; and
 - (c) up to the Payment Cap, after receipt of a copy of the Tax Invoice from the Vaccine Sponsor and the verification of the Tax Invoice to the Commonwealth by the relevant State.
- A7 The Commonwealth will not be required to make any payment to a Vaccine Sponsor in excess of the Payment Cap for a Reference Period unless an extension to the Payment Cap has been agreed by the Commonwealth. The Payment Cap is specified in the relevant Deed or Head Agreement.

- A8 The Commonwealth and the States may agree to adjust the size of the Cohort, but must not do so prior to funds being committed by the Commonwealth.
- A9 Payments for State Scheme Supplies are the responsibility of the State ordering those supplies.

Payments subject to Parliamentary Appropriation

- A10 The Commonwealth will, subject to the appropriation of the funds by the Commonwealth Parliament, provide payments under or in connection with the Deed or Head Agreement in accordance with this Schedule A and the Deed or Head Agreement.

Compensation amount payable under a Deed or Head Agreement

- A11 The State or Territory agrees to:
- (a) comply with the national market share provisions set out in the Deed or Head Agreement; and
 - (b) use its best endeavours to avoid any delays in providing documentation to the Commonwealth for payment verification.
- A12 The States acknowledge that failure to comply with these arrangements may result in the Commonwealth becoming liable to pay an amount to a Vaccine Sponsor under the Head Agreement (Compensation Payment).
- A13 Further to Section A5(d) of this Schedule A (where the State agrees to purchase NIP vaccines in accordance with the market shares set out in the Deed or Head Agreement), the States agree to work closely with the Commonwealth in managing vaccine orders to ensure market share arrangements under a Deed or Head Agreement are met.

Goods and Services Tax

- A14 Unless otherwise expressly stated, all sums payable and all consideration to be provided pursuant to this Agreement or Payments are exclusive of Goods and Services Tax (GST).
- A15 Where a Party is required under this Agreement or this Schedule A to pay or reimburse an expense or outgoing of the other Party, including under an indemnity or other claim made under this Agreement, the amount to be paid or reimbursed by the first Party will be the sum of:
- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other Party, or to which the representative member for a GST group of which the other Party is a member, is entitled; and
 - (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

Audit requirements

- A16 Without limiting the provisions of any Deed or Head Agreement, audits may be conducted of:
- (a) the provision of the NIP vaccines under a Deed or Head Agreement or a Contract;
 - (b) the accuracy of the Vaccine Sponsor's Tax Invoices and reports in relation to the provision of the NIP vaccines under a Deed or Head Agreement or a Contract;
 - (c) the Vaccine Sponsor's compliance with its confidentiality, privacy and security obligations under the Deed or Head Agreement or a Contract; and
 - (d) any other matters reasonably determined by the Commonwealth to be relevant to the provision of the NIP vaccines.

- A17 States must participate in audits conducted under Section A16 of this Schedule A as reasonably required.
- A18 The Commonwealth may appoint an independent person to assist in any audit under section A16 of this Schedule A. The State agrees to assist any such person as if such person was the Commonwealth subject to any confidentiality and privacy obligations as applicable to the State.

Priority

- A19 In the event of any inconsistency between this Schedule A and a Deed or Head Agreement, the Deed or Head Agreement will prevail to the extent of the inconsistency.

Interpretation

- A20 For the purposes of this Schedule:

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| Additional Supplies | Means: <ul style="list-style-type: none"> (a) New Supplies; (b) State Scheme Supplies; (c) New Cohorts added to the NIP during the Term; (d) Additional Orders for Other Procurement Supplies; or (e) Additional Orders of Supplies, excluding Pandemic Supplies, above the National Market Share. <p>Pandemic Supplies are not Additional Supplies (the purchase of Pandemic Supplies is addressed under Part 6 of the relevant vaccine supply Deed).</p> |
| Critical Event | Means an event identified by the TGA after an audit, investigation or inspection to be a critical event which has produced or gives rise to a significant risk of producing supplies outside the adverse event profile in the approved product information for those supplies. |
| Compensation Payment | Means the amount the Commonwealth becomes liable to pay to any Vaccine Sponsor under the relevant clause in a Head Agreement relating to the market share of vaccine supplies. |
| Deed | Means the Deeds of Agreement between the Commonwealth, States and Territories and a Vaccine Sponsor for the supply of National Immunisation Program vaccines, as amended from time to time. |
| Essential Vaccines/National Immunisation Program 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. |
| Head Agreement | Means an agreement between the Commonwealth, States and Territories and a Vaccine Sponsor for the supply of National Immunisation Program vaccines including its amendments. |
| National Immunisation Program (NIP) 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 and Territories are required to undertake with respect to National Immunisation Program vaccines under the arrangements outlined in this Agreement. Further detail is at Schedule C. |
| Vaccine Sponsor | Means a third party who is under a contractual agreement with the Commonwealth, States or Territories to supply a National Immunisation Program vaccine. |

Schedule B

AUSTRALIAN IMMUNISATION REGISTER

NATIONAL PARTNERSHIP ON ESSENTIAL VACCINES

- B1 The Australian Immunisation Register (AIR) is a national register that records details of the immunisation status of all Australians. The Department of Human Services updates the Register upon receipt of vaccination details from health professionals including general practitioners, practice nurses, health clinics, hospitals and other immunisation providers.
- B2 The purpose of the AIR is to monitor immunisation coverage levels and service delivery and identify regions at risk during disease outbreaks.
- B3 Each State and Territory (the States) (excluding Queensland) agrees to provide funding to the AIR in line with their respective State or Territory formula below. Note: Queensland does not participate as the jurisdiction maintains its own childhood immunisation register.
- B4 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:
- $$[(\text{cohort 1} * \$6.00 * 3) + (\text{cohort 2} * \$6.00 * 1) + (\text{cohort 3} * \$6.00 * 1) + (\text{cohort 4} * \$6.00 * 1)] * 50\%$$
- B5 The formula used to calculate the contribution for Victoria is as follows:
- $$[(\text{cohort 1} * \$6.00 * 3) + (\text{cohort 2} * \$6.00 * 1) + (\text{cohort 3} * \$6.00 * 1) + (\text{cohort 4} * \$6.00 * 1)] * 33^{1/3}\%$$
- B6 The cohorts used in the formula calculations are as follows:
- cohort 1 = children in the State aged less than 1 year;
 - cohort 2 = children in the State aged 1 year;
 - cohort 3 = children in the State aged 18 months; and
 - cohort 4 = children in the State aged 4 to 5 years.
- B7 The formula used to calculate the States' contributions to support the AIR is based on 100% immunisation coverage. The number of immunisation encounters reported in each State will fluctuate throughout the year and payments to providers made by Department of Human Services in each State will be made in accordance with payment demand. The States agree to adjust its contribution under this Agreement in order to meet this demand.
- B8 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.
- B9 Funding will only be provided in respect to services provided for childhood vaccinations up to the age of 7 years.
- B10 Population figures are sourced from Population Projections (ABS Cat. No. 3222.0).

B11 The States will be informed of the relevant population figures and concomitant financial obligation following publication of this data.

Arrangements for transferring funds to Department of Human Services

B12 In June of each year, the Commonwealth will advise the States of its projected bi-annual payments for the AIR contribution for the forthcoming financial year. These projections will take into account any shortfalls or carry-overs from the previous year. The States are required to make bi-annual payments to the Commonwealth. The first payment is due by 31 August, and the second payment is due by 30 January of each year.

PERFORMANCE BENCHMARKS, MILESTONES AND PAYMENTS

NATIONAL PARTNERSHIP ON ESSENTIAL VACCINES

Table C1 sets out the performance benchmarks, milestones, measurement and reporting arrangements and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating that performance benchmarks and milestones have been met.

| Performance benchmark | Measurement and Reporting | Payment |
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| <p>An increase in vaccination coverage rates for 60 ≤ 63 month olds relative to the baseline.</p> | <ul style="list-style-type: none"> • Number of children reported as fully immunised as defined by the Australian Immunisation Register (AIR), kept in accordance with the <i>Australian Immunisation Register Act 2015</i>, aged 60 ≤ 63 months. • Calculation is $100 \times (\text{Numerator} \div \text{Denominator})$ presented as a rate per 100 children aged four years. • The current year coverage rate will be compared to a baseline of the average coverage rate of the previous three years. • Should the definition of fully immunised change, the baseline will be re-set following an independent review by an external body. • The reference period will be 1 April to 31 March of each financial year. • Where a State has reached 95 per cent coverage, they will only be required to maintain coverage rates at 95 per cent. • As AIR data is reported quarterly (March, June, September and December), a three month lag period is observed in the coverage assessment to allow for late notifications of immunisation to the Register. • Where a new vaccine or program has been implemented within a reporting period, States may request a reanalysis of the data, further extending the allowable lag period by an additional three months. | <p>0.75% of the funded 4.5% of each State's total vaccine costs, as per clause 26 of this agreement.</p> |

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| <p>An increase in the vaccination coverage rates for Aboriginal and Torres Strait Islander people in two of the following three cohorts:</p> <ul style="list-style-type: none"> • 12 ≤ 15 month; • 24 ≤ 27 month; and • 60 ≤ 63 month, <p>relative to the baseline.</p> | <ul style="list-style-type: none"> • The numerator is the number of Aboriginal and Torres Strait Islander children reported as fully immunised, as defined by the AIR, kept in accordance with the <i>Australian Immunisation Register Act 2015</i>, aged 12 ≤ 15 months, 24 ≤ 27 months and 60 ≤ 63 months. • The denominator is the number of Aboriginal and Torres Strait Islander children registered in the Australian Immunisation Register aged 12 ≤ 15 months, 24 ≤ 27 months and 60 ≤ 63 months. • Calculation is $100 \times (\text{Numerator} \div \text{Denominator})$ calculated for each age cohort. • The current year coverage is compared to a baseline which is the lowest coverage rate from the previous three years. • For the purposes of this benchmark, an increase is required in two of the following three cohorts: 12 ≤ 15 months, 24 ≤ 27 months and 60 ≤ 63 months. • Where a State has reached 95 per cent coverage, they will only be required to maintain coverage rates at 95 per cent. • As AIR data is reported quarterly (March, June, September and December), a three month lag period is observed in the coverage assessment to allow for late notifications of immunisation to the Register. • Where a new vaccine or program has been implemented within a reporting period, States may request a reanalysis of the data, further extending the allowable lag period by an additional three months. • Should the definition of fully immunised change, the baseline will be re-set following an independent review by an external body. • The reference period is 1 April to 31 March of each financial year. | <p>0.75% of the funded 4.5% of each States total vaccine costs, as per clause 26 of this agreement.</p> |
| <p>An increase in the vaccination coverage rate for both adolescent boys and adolescent girls for HPV, relative to the baseline.</p> | <ul style="list-style-type: none"> • Number of adolescents reported as meeting a full-dose HPV (2-dose or 3-dose depending on age) immunisation as defined by the AIR by age 15. • Calculation is $100 \times (\text{Numerator} \div \text{Denominator})$ presented as a rate per 100 children aged 15 years. • The denominator is the number of adolescents enrolled in Medicare. • Numerator to be agreed with each jurisdiction. • The current year coverage rate will be compared to a baseline of the average coverage rate of the | <p>0.75% of the funded 4.5% of each States total vaccine costs, as per clause 26 of this agreement.</p> <p>Payments will be made as follows if a State achieves an increase in one of the two cohorts:</p> <ul style="list-style-type: none"> • 40% for one cohort; (either boys or girls) |

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| | <p>previous three years.</p> <ul style="list-style-type: none"> • Should the definition of fully immunised change, the baseline will be re-set following an independent review by an external body. • Where a new vaccine or program has been implemented within a reporting period, States may request a reanalysis of the data, further extending the allowable lag period by an additional three months. • The reference period will be 1 January to 31 December of each calendar year. The first year of assessment will be the 2018 calendar year. | <ul style="list-style-type: none"> • 100% for two cohorts. |
| <p>An increase in vaccination coverage rates for 60 ≤ 63 month olds in four of the ten lowest vaccination coverage SA3 geographical areas, relative to the baseline. Jurisdictions to notify the Commonwealth by August of each year of the four areas to be targeted.</p> | <ul style="list-style-type: none"> • The numerator is the number of Australian children resident in an area of low immunisation coverage reported as fully immunised in the AIR, kept in accordance with the <i>Australian Immunisation Register Act 2015</i>, at age 60 ≤ 63 months. • The denominator is the total number of Australian children resident in an area of low immunisation coverage registered with the Australian Immunisation Register at age 60 ≤ 63 months. • Calculation is $100 \times (\text{Numerator} \div \text{Denominator})$ calculated for each age cohort. • The current year coverage rate is compared to a baseline of the previous year's coverage rate. • Areas calculated at the SA3 level. • SA3 areas with less than 100 children are excluded from the calculation. • For the purposes of this benchmark, a geographical area of low coverage is included if it is in the 10 lowest areas with coverage below 95 per cent. • Where less than 10 SA3 areas have coverage below 95 per cent, the State is still required to choose 4 from the lowest coverage areas. • If all SA3 areas have coverage above 95 per cent, this benchmark is deemed to have been met. • As AIR data is reported quarterly (March, June, September and December), a three month lag period is observed in the coverage assessment to allow for late notifications of immunisation to the Register. • Where a new vaccine or program has been implemented within a reporting period, States may request a reanalysis of the data, further extending | <p>Each area to be assessed individually against the vaccination coverage rate of the previous 12-months.</p> <p>0.75% of the funded 4.5% of each States total vaccine costs, as per clause 26 of this agreement.</p> <p>Payments will be made as follows if a State achieves an increase in some, but not all, of the four areas:</p> <ul style="list-style-type: none"> • 25% for one area; • 50% for two areas; • 75% for three areas; • 100% for four areas. |

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| | <p>the allowable lag period by an additional three months.</p> <ul style="list-style-type: none"> • Should the definition of fully immunised change, the baseline will be re-set following an independent review by an external body. • The reference period is from 1 April to 31 March of each financial year. | |
| <p>An annual decrease in the wastage and leakage rate for agreed vaccines, relative to the baseline (where a state achieves a wastage and leakage rate of 5 per cent or lower, it will be deemed to have met the Benchmark).</p> | <ul style="list-style-type: none"> • All vaccines on the NIP provided to children and excluding those provided to other at-risk groups are to be included in the calculation of wastage and leakage. • The numerator is the number of National Immunisation Program vaccines lost to wastage and leakage. • The denominator is the total number of vaccines distributed. • Calculation is $100 \times (\text{Numerator} \div \text{Denominator})$. • The current wastage and leakage rate is compared to a baseline which is the previous year's wastage and leakage rate for that jurisdiction. • Analysis of by State is based on postcode of residence of the child as record on AIR. As children may receive vaccinations in locations other than where they live, this data does not necessarily reflect the location in which services were received. • The wastage and leakage calculation includes an adjustment factor of 3 per cent to account for underreporting to AIR. • The wastage and leakage calculation discounts vaccines lost due to uncontrollable events such as natural disasters, power outages or refrigeration failures. States must provide certified reports that outline any known wastage that has occurred due to uncontrollable events. Certified reports are required to include the number of vaccines distributed during the reporting period. • As AIR data is reported quarterly (March, June, September and December), a three month lag period is observed in the coverage assessment to allow for late notifications of immunisation to the Register. • Where a new vaccine or program has been implemented within a reporting period, States may request a reanalysis of the data, further extending the allowable lag period by an additional three months. | <p>0.75% of the funded 4.5% of each States total vaccine costs, as per clause 26 of this agreement.</p> |

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| | <ul style="list-style-type: none"> • For year 1, a baseline of 10 per cent will be assumed for each of the new vaccines being assessed. • Where a new vaccine is added to the NIP for children only, a baseline of 10 per cent wastage and leakage will be applied. • The reference period is 1 April to 31 March of each financial year. | |
| Provision of annual schools HPV immunisation data for the previous school year by 30 April each year. | The provision of HPV immunisation data provided via school programs in the previous calendar year to enable measurement of PB3. | 0.75% of the funded 4.5% of total vaccine costs, distributed equally to each State as per clause 26 of this agreement. |