NATIONAL PARTNERSHIP FOR PRIORITY GROUPS COVID-19 TESTING AND VACCINATION

An agreement between

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

This Agreement will contribute to supporting the Australian health system to respond effectively to the outbreak of Coronavirus disease.

National Partnership for Priority Groups COVID-19 Testing and Vaccination

OVERVIEW

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

- In entering this Agreement, the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States) recognise the need to work in partnership to minimise the level of severe Coronavirus disease (COVID-19) and death in Australia, and to protect priority population groups from COVID-19, by delivering testing and vaccination programs.
 - a. Polymerase chain reaction (PCR) testing will continue to be provided to ensure effective and fast diagnosis for those people who are at high-risk of severe COVID-19 and death, to minimise their risk and to enable timely treatment for people who may benefit from antiviral therapies.
 - COVID-19 vaccines continue to protect Australians against serious illness and death and vaccine delivery continues to be a critical component of Australia's public health response to COVID-19.
 - c. This Agreement recognises the additional costs incurred by state health services in continuing to work in partnership with the Commonwealth to provide these critical services.
- 3. The Commonwealth and States commit to working together to respond to COVID-19 and minimise the risk to the people of Australia. The focus is on priority population groups who are at high-risk of severe disease from COVID-19 and long-COVID including First Nations peoples, older Australians, people from Culturally and Linguistically Diverse backgrounds, people with disability, people living in rural and remote areas, and people experiencing homelessness.
- 4. The Commonwealth and States will respond to the COVID-19 outbreak through the broader healthcare sector and existing mechanisms including the National Health Reform Agreement (NHRA), as amended by the 2020-21 to 2024-25 Addendum to the NHRA, as Australia transitions out of our emergency response arrangements in response to COVID-19.
 - For the purpose of this Agreement, all references to the NHRA refer to the Addendum to NHRA 2020 – 2025.
- 5. This Agreement is separate from, but will complement, the NHRA and will provide States funding to support PCR testing for COVID-19 and COVID-19 vaccine delivery, with a focus on ensuring access to these services for priority population groups who are at high-risk of severe disease from COVID-19 and long-COVID.

Reporting Arrangements

6. The States will report as set out in Part 5 – Financial Arrangements.

Financial Arrangements

7. The Commonwealth will provide a financial contribution to the States as set out in Part 5— Financial Arrangements, in relation to COVID-19 expenditure for specific activities outlined in this Agreement, incurred by any state from 1 January 2023 to 31 December 2023.

PART 1 - FORMALITIES

Parties to this Agreement

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

Term of the Agreement

- 9. This Agreement will commence as soon as the Commonwealth and one other Party sign it, and will expire on 31 December 2023, with sufficient additional time to allow for the final reconciliation of any payments made under this Agreement.
 - a. COVID-19 expenditure for specific activities outlined in this Agreement, incurred by any state from 1 January 2023 to 31 December 2023, will be eligible for payment regardless of when the Agreement commences.
- 10. The Agreement may be amended at any time by agreement in writing by all the Parties.
- 11. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

PART 2 - OBJECTIVES, OUTCOMES AND OUTPUTS

Objective

- 12. The objective of this Agreement is to provide financial assistance to the States for the additional public health costs incurred by state health services for the provision of polymerase chain reaction (PCR) testing for COVID-19 and COVID-19 vaccine delivery with a particular focus on ensuring access and service delivery to priority population groups who are at high-risk of severe disease from COVID-19 and long-COVID.
 - Priority populations groups include First Nations peoples, older Australians, people from Culturally and Linguistically Diverse backgrounds, people with disability, people living in rural and remote areas, and people experiencing homelessness.
 - b. This may also be extended as required, for example, to people in close contact with priority populations groups who are at high-risk of severe disease from COVID-19 and long-COVID, such as family, carers, support workers and healthcare workers.

Outcomes

- 13. This Agreement will facilitate achievement of the following outcomes:
 - a. Priority population groups at high-risk of severe disease from COVID-19 and long-COVID, and other groups as detailed at Clause 12b, can access COVID-19 vaccinations and PCR testing for COVID-19 to facilitate timely treatment such as access to antivirals.
 - b. Targeted funding to States maintains critical components of Australia's public health response to COVID-19 by continuing to support effective testing and vaccination.
 - c. Flexibility to scale up and down State-run PCR testing and vaccine delivery to reflect the prevailing COVID-19 epidemiology, where the need is unable to be met through primary health care.

Outputs

- 14. The objectives and outcomes of this Agreement will be achieved by:
 - a. the provision by the States of PCR testing for COVID-19 and of COVID-19
 vaccinations, with a focus on priority population groups who are at high-risk of severe
 disease from COVID-19 and long-COVID, and other groups as detailed at Clause 12b;
 and
 - b. the transfer of payments by the Commonwealth to States to facilitate that provision.

PART 3 - ROLES AND RESPONSIBILITIES OF EACH PARTY

- 15. This Agreement reaffirms that responsibility for health is shared between the Commonwealth and the States.
 - a. The States will remain system managers for public hospitals and will remain responsible for their infrastructure, operation, delivery of services and performance, taking a lead role in managing public health activities, and sole management of the relationship with the Local Hospital Networks.
 - b. The Commonwealth will remain responsible for general practice (GP) and primary health care, including maintaining Primary Health Networks to promote coordinated GP and primary health care service delivery, the national aged care system, and continue to support private health services through the Medicare Benefits Schedule (MBS), the Pharmaceutical Benefits Scheme (PBS), and the Private Health Insurance Rebate.
 - c. All governments have a shared responsibility to integrate systems and services to improve health outcomes for Australians, acknowledging the interoperability of the health system, as well as areas such as aged care and disability services.
- 16. The Commonwealth will continue to be responsible for funding clinically necessary COVID-19 PCR testing requested by a medical practitioner or nurse practitioner through the MBS.
- 17. With regard to PCR testing for COVID-19, the States are responsible for supporting access to COVID-19 PCR testing free-of-charge for priority population groups who are at high-risk of severe disease from COVID-19 and long-COVID, and other groups as detailed at Clause 12b, where the need cannot be met through primary health care, including maintaining state-run COVID-19 PCR testing clinics and other pathways within their state health systems, to reflect the prevailing COVID-19 epidemiology. This includes any testing conducted for screening or public health surveillance purposes, unless there is a specific arrangement to fund such tests through the MBS.
- 18. With regard to vaccine delivery, the Commonwealth will continue to be responsible for selecting and purchasing vaccines, formally accepting vaccines from suppliers and ensuring that they meet the required standards, and safely transporting vaccine doses to storage sites with States.
- 19. With regard to vaccine delivery, the States are each responsible for:
 - a. developing jurisdictional implementation plans that give effect to agreed national policy and legislative requirements;
 - for clarity, jurisdictional implementation plans that are in existence prior to 1 January 2023 for the purpose of the previous National Partnership on COVID-19 Response may remain in place if they continue to give effect to the national policy and legislative requirements;
 - ensuring state-run clinics are staffed by an appropriately qualified and trained workforce to support delivery of its jurisdictional implementation plan, in collaboration with relevant peak bodies and training providers;

- c. authorising, under State legislation, the selected workforce identified in the jurisdictional implementation plans to possess and administer COVID-19 vaccines;
- d. ensuring that immunisation providers remain compliant at all times with their safety, ethical, and reporting obligations; and
- e. any other activity agreed between the Commonwealth and a State, by National Cabinet, or recommended by the Australian Health Protection Principal Committee (AHPPC).
- 20. With regard to vaccine delivery, the Commonwealth and States are jointly responsible for:
 - a. ensuring that the needs of the following groups are met in consultation with relevant stakeholders including the Aboriginal and Torres Strait Islander Community Controlled Health Services:
 - i. residential disability settings and other high-risk congregate living facilities;
 - ii. First Nations peoples;
 - iii. culturally and linguistically diverse communities; and
 - iv. other hard to reach or at-risk groups, including people living in rural and remote areas and people experiencing homelessness.
 - b. working together to ensure doses of vaccine are distributed to where they are most needed; and
 - c. any other activity agreed between the Commonwealth and a State, by National Cabinet, or recommended by the AHPPC.
- The Commonwealth and States recognise that in responding to COVID-19 there is the need for governments to flexibly respond to the outbreak, while acknowledging a proportionate response to COVID-19 is required to reflect the prevailing epidemiology as we transition out of Australia's emergency response.
- 22. The Commonwealth and States agree to use existing governance and consultation arrangements of the NHRA to manage implementation and to identify and resolve issues associated with this Agreement.

PART 4 - PERFORMANCE MONITORING AND REPORTING

23. Performance monitoring and reporting will be in accordance with Part 5 of this Agreement.

PART 5 - FINANCIAL ARRANGEMENTS

Overarching Arrangements

- 24. There will be two payments provided by the Commonwealth to the States under this Agreement:
 - a. PCR Testing Payment the Commonwealth will provide a 50 per cent contribution for costs incurred by States for PCR testing for COVID-19, consistent with the arrangements under the National Partnership on COVID-19 Response, which expired on 31 December 2022. This payment will be provided monthly, based on estimates provided by States, and reconciled three monthly against States' actual expenditure. The Administrator of the National Health Funding Pool (the Administrator) may defer any cash adjustment resulting from the reconciliation to six monthly or annually.

- b. Vaccination Dose Delivery Payment the Commonwealth will provide States a 50 per cent contribution to the agreed price per COVID-19 vaccine dose delivered. This payment will be provided monthly, based on estimates provided by States, and reconciled three monthly against States' actual activity. The Administrator may defer any cash adjustment resulting from the reconciliation to six monthly or annually.
- 25. The Parties agree that the payments set out in this Agreement will be directed, on a best endeavours basis, to services that support access for identified priority population groups who are at high-risk of severe disease from COVID-19 and long-COVID, and other groups as detailed at Clause 12b. This reflects that States will not be in a position to confirm the eligibility of each individual receiving a service under this Agreement.
 - a. The States will provide evidence to the Commonwealth and the Administrator, in the form of a statement of policy intent, that funding provided under this Agreement will be targeted to support services delivered to priority population groups.
 - b. The States will provide to the Administrator any additional evidence reasonably requested by the Administrator to support the advice to the Commonwealth Treasurer as detailed at Clause 37. The Administrator will have regard to the terms of this Agreement with respect to States directing services on a best endeavours basis, and noting the Parties have acknowledged that States will not be in a position to confirm the eligibility of each individual receiving a service under this Agreement.
- 26. Both the Commonwealth payments set out in this Agreement, and the related States payments, will flow through the National Health Funding Pool, and be reported as an identified block funding stream under the NHRA, as per ClauseA131 of the NHRA.
- 27. The NHRA is amended:
 - a. to provide for the functions of the Administrator to extend to the administration and reconciliations of the payments set out in this Agreement; and
 - b. as necessary for the provisions outlined at Clause 30 to take effect.
- 28. The Administrator shall determine what constitutes in-scope and out-of-scope activity and costs, noting that targeting of priority population groups, and other groups as detailed at Clause 12b, is to be on a best endeavours basis, and where necessary the Administrator shall consult with the Parties in making any such determination.
- 29. Any specific individual health service that attracts Commonwealth funding through this Agreement will not also be eligible for funding through the NHRA or any other Commonwealth program.
- 30. Payments under this Agreement are to be considered payments under the NHRA noting that the following arrangements will apply in relation to the relevant clauses in the NHRA:
 - a. the amounts owed for payments under this Agreement will be as per the clauses of this Agreement, and not the NHRA;
 - any payment made under this Agreement will not be included for the purpose of calculating the National Funding Cap and the Soft Caps under the NHRA;
 - while the operation of Clause A62 (which limits the amount that can be paid to a state
 in a year to its soft cap) will continue for other payments under the NHRA, it will not
 operate with respect to any payments under this Agreement;
 - d. any payment made under this Agreement will not be included for the purpose of calculating the Commonwealth's Funding Entitlement under the NHRA for a financial year; and

e. any payment made under this Agreement in a financial year will not be included as part of a State's base funding entitlement for the next financial year.

PCR Testing Payment

Scope

- 31. Funding for PCR testing for COVID-19 under this Agreement will be provided on a 50-50 cost-shared basis, in line with the 'Payments and Reconciliation' terms detailed at Clauses 33-40.
- 32. The States agree PCR testing for COVID-19 funded under this Agreement will be targeted, on a best endeavours basis, towards priority population groups who are at high-risk of severe disease from COVID-19 and long-COVID, and other groups as detailed at Clause 12b, to minimise their risk and to enable timely treatment for people who may benefit from antiviral therapies.

Payments and reconciliation

- 33. The Commonwealth will provide a 50 per cent contribution towards the costs incurred by States in delivering PCR testing for COVID-19, targeted towards priority population groups, and other groups as detailed at Clause 12b, through monthly payments based on States' estimates of funding for activity to be delivered for that month.
- 34. For the duration of this Agreement, each State agrees to provide the Administrator an estimate of the funding required for their state activity for that month attributable to PCR testing for COVID-19, to be delivered in that month, broken down by testing and diagnosis costs, and operational costs.
 - a. This estimate shall only be for activity that would not receive a Commonwealth contribution through the NHRA or other Commonwealth program.
- The Administrator will advise the Commonwealth Treasurer in writing of the PCR Testing Payment Estimate amount for each State for a month, on the basis of the forecast of funding requirements provided by each State.
- 36. The Commonwealth agrees it will pay the PCR Testing Payment Estimate amount for each State monthly into the National Health Funding Pool no later than the next regular payment to States in accordance with Schedule D of the Intergovernmental Agreement on Federal Financial Relations after receiving the advice from the Administrator.
 - a. Once paid into the National Health Funding Pool by the Commonwealth, the Administrator will provide to each State that month's PCR Testing Payment Estimate amount from the Pool,
- 37. The States agree to provide the Administrator with an actual funding requirement data set no later than 90 days following the completion of a financial quarter, that sets out the actual state COVID-19 PCR testing activity and funding for that quarter, broken down by testing and diagnosis costs, and operational costs, and that supports the Administrator's advice to the Commonwealth Treasurer as detailed at Clause 38.
 - a. This data set will not include any activity that is in receipt of, or is making a claim to, a Commonwealth contribution through the NHRA, the MBS, the PBS, the Private Health Insurance Rebate, or any other Commonwealth program such as The First Nations Molecular Point of Care Testing Program.
 - b. Each State will provide the Administrator with a statement of assurance for this data set.

- 38. The Administrator will advise the Commonwealth Treasurer in writing of the PCR Testing Payment Actual amount for each State for a month.
 - a. The Commonwealth will not fund patient services through this Agreement if the same service, or any part of the same service, is funded through the MBS, the PBS, the Private Health Insurance Rebate, or any other Commonwealth program such as The First Nations Molecular Point of Care Testing Program.
 - In developing this advice, the Administrator will apply the same rules as required by clauses Ag and Alo of the NHRA.
 - b. As part of this advice, the Administrator will also advise of the difference between the quarterly PCR Testing Payment Actual and quarterly PCR Testing Payment Estimate amount for each State (which is the sum of the estimates for the relevant months), this being the quarterly PCR Testing Payment Reconciliation amount for each State.
- 39. If the quarterly PCR Testing Payment Reconciliation amount for a State is positive (that is, the PCR Testing Payment Actual is greater than the quarterly PCR Testing Payment Estimate), the Parties agree the Commonwealth will pay the quarterly PCR Testing Payment Reconciliation amount in to the National Health Funding Pool no later than the next regular payment to states in accordance with Schedule D of the Intergovernmental Agreement on Federal Financial Relations after receiving the advice from the Administrator.
- 40. If the quarterly PCR Testing Payment Reconciliation amount for a State is negative (that is, the PCR Testing Payment Actual is less than the quarterly PCR Testing Payment Estimate), the Parties agree the Commonwealth will deduct the quarterly PCR Testing Payment Reconciliation amount from the next monthly PCR Testing Payment Estimate. The Administrator may defer any cash adjustment resulting from the reconciliation to six monthly or annually.
 - a. Should this not be possible (for instance there are no further monthly PCR Testing Payment Estimates to be made) the Parties agree that the Commonwealth will deduct the amount owing from its next NHRA payment.

Vaccination Dose Delivery Payment

Scope

- 41. The Parties agree the Commonwealth will provide a 50 per cent contribution to the agreed price per vaccination dose. This will deliver funding on an activity basis for each COVID-19 vaccination dose delivered by the States, in line with the 'Payments and Reconciliation' terms detailed at Clauses 45 55.
- 42. The Parties agree the Commonwealth will contribute to the agreed price per vaccination dose delivered for all persons living in Australia including all Australian citizens, permanent residents and all visa holders including those who are not eligible for Medicare, noting:
 - a. States agree activity funded through this Agreement should be targeted on a best endeavours basis towards services that prioritise access to priority population groups who are at high-risk of severe disease from COVID-19 and long-COVID, and other groups as detailed at Clause 12b.

- 43. This Agreement recognises that States have an ongoing and important role in supporting delivery of Australia's vaccination program for COVID-19, in particular with respect to priority population groups, and other groups as detailed at Clause 12b, where due to complex clinical needs and/or access issues the need is unable to be met through primary health care, States' lead responsibility for public health, including outreach services for vulnerable communities and individuals, makes them best placed to provide this service.
- 44. Under this Agreement the Parties affirm their commitment to key principles under the COVID-19 Vaccination Program. These include:
 - a. Free and accessible vaccination for all eligible people living in Australia.
 - b. Targeted support to administer vaccines to priority population groups, and ability to scale vaccine delivery to respond to outbreaks.
 - Defined responsibilities for the Commonwealth and State governments that support transition of the National COVID-19 Vaccination Program to sustainable long-term arrangements.

Payments and Reconciliation

- The Commonwealth will provide a 50 per cent contribution to the agreed price per vaccination dose delivered by the States, through monthly payments, based on States' estimates of activity to be delivered for that month.
- 46. Where a person receives the vaccine in a State vaccination facility that is in an area classified as Modified Monash Model (MMM) 1, the agreed price per vaccination dose delivered is \$27.50. Where a person receives the vaccine in a State vaccination facility that is in an area classified as MMM 2-7, the agreed price per vaccination dose delivered is \$32.45.
- 47. The Commonwealth's contribution under the Vaccine Dose Delivery Payment is limited to 50 per cent of the agreed price per vaccination dose delivered. Additional costs incurred by States are not covered under this Agreement.
- 48. For the duration of this Agreement, each State agrees to provide the Administrator an estimate of the funding required for their state activity for that month attributable to the State's estimate of vaccination doses to be delivered in that month, broken down by MMM 1 and MMM 2-7.
 - a. This estimate shall only be for be for activity that would not receive a Commonwealth contribution through the NHRA, or other Commonwealth program.
- 49. The Administrator will advise the Commonwealth Treasurer in writing of the Vaccination Dose Delivery Payment Estimate amount for each State for a month, on the basis of the forecast of funding requirements provided by each the State, using the following calculation:

Vaccination Dose Delivery Payment Estimate amount
= State Dose Estimate × Agreed Price × 50 Per Cent

50. The Commonwealth agrees that it will pay the activity-based amount for each State monthly into the National Health Funding Pool no later than the next regular payment to States in accordance with Schedule D of the Intergovernmental Agreement on Federal Financial Relations after receiving the advice from the Administrator.

- a. Once paid into the National Health Funding Pool by the Commonwealth, the Administrator will provide to each State that month's Vaccination Dose Delivery Estimate amount from the Pool.
- The States agrees to provide the Administrator with an actual funding data set, no later than 90 days following the completion of a financial quarter, that sets out the actual state activity for that quarter that is estimated to be attributable to the number of COVID-19 vaccination doses delivered, broken down by MMM 1 and MMM 2-7.
 - Each State will provide the Administrator with a statement of assurance for this data set and outline how the State has met its responsibilities in alignment with the National COVID-19 Health Management Plan for 2023 and any other relevant agreed Commonwealth policy or jurisdictional implementation plan.
 - b. The data set will not include any activity that is in receipt of a Commonwealth contribution through the NHRA, the MBS, the PBS, the Private Health Insurance Rebate, or any other Commonwealth program such as The First Nations Molecular Point of Care Testing Program.
- 52. The Administrator will advise the Commonwealth Treasurer in writing of the Vaccination Dose Delivery Payment Actual amount for each State for a month using the following calculation:

Vaccination Dose Delivery Payment Actual amount

- = (State Dose Actual \times Agreed Price \times 50 Per Cent)
- Vaccination Dose Delivery Estimate Amount
- 53. Regarding the Administrator's advice to the Commonwealth Treasurer on the Vaccination Dose Delivery Payment Actual amount for each State for a month:
 - a. The Commonwealth will not fund patient services through this Agreement if the same service, or any part of the same service, is funded through the MBS, the PBS, Private Health Insurance Rebate, or any other Commonwealth program such as The First Nations Molecular Point of Care Testing Program.
 - In developing this advice, the Administrator will apply the same rules as required by clauses A9 and A10 of the NHRA.
 - b. As part of this advice, the Administrator will also advise of the difference between the quarterly Vaccination Dose Delivery Payment Actual amount and quarterly Vaccination Dose Delivery Payment Estimate amount for each State (which is the sum of the estimates for the relevant months), this being the quarterly Vaccination Dose Delivery Payment Reconciliation amount for each State.
- 54. If the quarterly Vaccination Dose Delivery Payment Reconciliation amount for a State is positive (that is, the Vaccination Dose Delivery Payment Actual amount is greater than the quarterly Vaccination Dose Delivery Payment Estimate amount), the Parties agree the Commonwealth will pay the Vaccination Dose Delivery Payment Reconciliation amount in to the National Health Funding Pool no later than the next regular payment to states in accordance with Schedule D of the Intergovernmental Agreement on Federal Financial Relations after receiving the advice from the Administrator

- 55. If the quarterly Vaccination Dose Delivery Payment Reconciliation amount for a State is negative (that is, the Vaccination Dose Delivery Payment Actual amount is less than the quarterly Vaccination Dose Delivery Payment Estimate amount), the Parties agree the Commonwealth will deduct the quarterly Vaccination Dose Delivery Payment Reconciliation amount from the next monthly Vaccination Dose Delivery Payment Estimate amount. The Administrator may defer any cash adjustment resulting from the reconciliation to six monthly or annually.
 - a. Should this not be possible (for instance there are no further monthly Vaccination Dose Delivery Payment Estimate amounts to be made) the Parties agree that the Commonwealth will deduct the amount owing from its next NHRA payment.

PART 6 - GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

56. 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.

Variation of the Agreement

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

Dispute resolution

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

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

Signed for and ombilialf of the Commonwealth of Australia by The Honourable Mark Butler MP Minister for Health and Aged Care 14 September 2023 Signed for and behalf Signed the for and the State of New South Wales by State of Victoria by The Honourable Ryan Park MP The Honourable Mary-Anne Thomas MP Minister for Health and Regional Health Minister for Health 2023 2023 Signed for and 011 behalf the for and behalf the State of Queensland by State of Western Australia by function The Honourable Shannon Fentiman MP The Honourable Amber-Jade Sanderson MLA Minister for Health, Mental Health and Ambulance Minister for Health and Mental Health Services and Minister for Women 2023 12 September 2023 Signed for and behalf the Signed for behalf the State of South Australia by State of Tasmania by The Honourable Chris Picton MP The Honourable Guy Barnett MP Minister for Health and Wellbeing Minister for Health 2023 2023 Signed for and on behalf of the Australian Signed for and on behalf of the Northern Territory Capital Territory by by Ms Rachel Stephen-Smith MLA The Honourable Natasha Fyles MLA Minister for Health Minister for Health 2023 2023