

DEED OF VARIATION No. 4

Between

The Commonwealth of Australia

as represented by

the Department of Health and Ageing (the Commonwealth)

ABN: 83 605 426 759

and

Hunter New England Area Health Service (HNEAHS)

a body corporate incorporated under the *Health Services Act 1997* of New South Wales

ABN: 24 500 842 605

and

Hunter Urban Division of General Practice Limited (the Participant)

ABN: 27 061 783 015

RECITALS:

- A. The Commonwealth and Hunter Area Health Service and Hunter Urban Division of General Practice Limited entered into an agreement relating to the operation of GP Access After Hours dated 28 February 2003 ("the **Principal Agreement**"). The Principal Agreement was subsequently varied on 1 August 2003, 12 August 2004 and 18 February 2005.
- B. With effect from 1 January 2005, the Hunter Area Health Service has been amalgamated into the Hunter New England Area Health Service, by Order of the Governor of the State of New South Wales made under section 20(1) of the *Health Services Act 1997* (NSW), the Health Services (Amalgamation of Area Health Services) Order 2004.
- C. In accordance with the *Health Services Act 1997* (NSW) and the Health Services (Amalgamation of Area Health Services) Order 2004, on and from 1 January 2005, Hunter New England Area Health Service was substituted for Hunter Area Health Service in the Principal Agreement and all assets rights and liabilities of Hunter Area Health Service were transferred to Hunter New England Area Health Service.
- D. The Parties wish to vary the Principal Agreement.
- E. Clause 1.6 of the Principal Agreement states that, subject to Clause 1.10, no variation will be effective unless it is agreed in writing between the Parties.

OPERATIVE PART:

1. The Parties vary the Principal Agreement as follows:

(a) Insert into Clause 1 (Interpretation) the following:

"Approved Auditor" means a person who is:

- (a) registered as a company auditor under the *Corporations Act 2001* or a member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and
- (b) not a principal, member, shareholder, office holder or employee of the Participant;

"Australian Accounting Standards" means the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);

"Australian Auditing Standards" means the standards set by the Auditor-General under section 24 of the *Auditor-General Act 1997* (Cth) and generally accepted audit practices to the extent they are not inconsistent with such standards;

"Bridges" means The Bridges GP After Hours Service Ltd (ACN 100 569 355)

"Bridges Report" means the report referred to in Items A8 and D4.

2. Delete in its entirety Clause 5 and replace as follows:

5. RECORDS AND REPORTS

5.1 The Participant must keep comprehensive written records of the conduct of the Project including, without limitation, progress against the objectives and outcomes of the Project and the objectives and outcomes of the Program, the creation of Service Material, and the acquisition of Assets.

5.2 The Participant must keep financial records relating to the Project so as to enable:

- (a) All income and expenditure related to the Service to be identified in the Participant's accounts;
- (b) The preparation of financial statements in accordance with Australian Accounting Standards; and
- (c) The audit of those records in accordance with Australian Auditing Standards.

5.3 Within the period stated in Item D after:

- (a) The completion of the Project or any earlier termination of this Agreement, and
- (b) The end of the financial year in which a payment of Funds is made

the Participant must provide the Commonwealth's Liaison Officer with:

- (c) An audited detailed statement of receipts and expenditure in respect of the Funds which must include a definitive statement as to whether financial accounts are complete and accurate, and a statement of the balance of the bank account referred to in clause 4.1; and
- (d) A certificate that:

1. All Funds received were expended for the purpose of the Project and in accordance with this Agreement; and
2. Salaries and allowances paid to persons involved in the Project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

5.4 The audit referred to in clause 5.3(c) and the certificate referred to in clause 5.3(d) must also contain the requirements, if any, described in Item D of the Schedule.

5.5 The audit referred to in clause 7.3(c) must be carried out by an Approved Auditor and must comply with the Australian Auditing Standards.

5.6 The certificate referred in clause 5.3(d) must be provided by the Chief Executive Officer or Chief Financial Officer of the Participant, or a person authorised by the Participant to execute documents and legally bind it by their execution. In preparing the certificate, the Participant should have regard to clause 19.2 of this Agreement.

5.7 The Participant must provide the Commonwealth's Liaison Officer with progress Reports and a final Report in accordance with the time-frame for Reports specified in Item D.

5.8 Each progress Report must contain the information in Item D and must also include:

- (a) Detail on whether the objectives and outcomes of the Project are being achieved and if not, why not; and
- (b) A version of the Service Material produced to the date of the progress Report;
- (c) A detailed statement of receipts and expenditure in respect of the Funds, including any variances made to the budget in accordance with clauses 3.1A(1)-(4) and 3.1A(6)-(8), accompanied by supporting documentation. This statement must list all individual line items for each Group in the Operating Costs budget (refer Item B2) and the HUDGP Corporate Support budget (refer Item B3) and the expenditure on each individual item; and
- (d) A statement of the balance of the bank account referred to in clause 4.1.

5.9 The final Report must contain the information specified in Item D and must also include:

- (a) A comprehensive report on whether the objectives and outcomes of the Project were achieved and if not, why not;
- (b) A detailed statement of receipts and expenditure in respect of the Funds, including any variances made to the budget in accordance with clauses 3.1A(1)-(4) and 3.1A(6)-(8), accompanied by supporting documentation. This statement must list all individual line items for each Group in the Operating Costs budget (refer Item B2) and the HUDGP Corporate Support budget (refer Item B3) and the expenditure on each individual item;
- (c) A statement of the balance of the bank account referred to in clause 4.1, and
- (d) A copy of the Assets register (as per clauses 10.2(f) and (g)).

3. Delete in its entirety clause 19 and replace as follows:

19. COMPLIANCE WITH LAW AND POLICIES

- 19.1 The Participant must, in carrying out this Agreement, comply with:
- (a) the provisions of any relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority, including without limitation, those listed in Item H; and
 - (b) any policies notified to the Participant in writing, or listed in Item H.
- 19.2 The Participant should note that under the *Criminal Code Act 1995* section 137.1, giving false or misleading information to the Commonwealth is a serious offence.
- (d) Replace the Schedule of the Principal Agreement with the following: