



## Australian Government

### Indigenous Coordination Centre Dubbo Office

Brewarrina Business Cooperative Ltd  
PO Box 232  
BREWARRINA NSW 2839

Dear Sir/Madam

#### Variation of Agreement

Following discussion with you, we have agreed to vary the Agreement as detailed in the table below.

This letter embodies the variation ("**Letter of Variation**"). Two copies are enclosed for you to sign and return to us. When we receive the signed variations, we will sign and date them and return a copy to you for your organisation's records.

#### Variation to the Standard Funding Agreement

**Brewarrina Business Cooperative Ltd** and the Commonwealth of Australia, represented by the **Department of Families, Housing, Community Services and Indigenous Affairs ("the Parties")**, have entered into the Standard Funding Agreement dated **03 August 2010 ("the Agreement")**.

The Parties seek to vary the Agreement and do so with this Letter of Variation.

The Parties agree to the following variation(s):

| Activity Name   | Program Name     | Variation | Amount of Funding * |
|---|------------------|-----------|---------------------|
| <b>Families, Housing, Community Services and Indigenous Affairs</b> |                  |           |                     |
| Murdi Paaki Strong Women's Program                                  | Indigenous Women | Modified  | \$62,000.00         |

\* Exclusive of GST (if applicable)

#### The Parties agree that:

- the variation takes effect from the date on which the Parties sign this Letter of Variation (and if they sign on different dates, then the date when the last Party signs); and
- terms in this Letter of Variation with initial capital letters have the same meaning as they have in the Agreement; and
- the only variations are those set out in this Letter of Variation. In all other respects, the Agreement remains unamended.

Yours sincerely,  
s 22 - irrelevant information

Tom Warren  
ICC Manager  
14 November 2011

## Varied Schedule 1

**Submission number :** 27211

**Variation number :** 3

**Changes to Activity :** Murdi Paaki Strong Women's Program

|                          | <u>Old Value</u> | <u>New Value</u> |
|--------------------------|------------------|------------------|
| Activity end date        | 30/06/2011       | 30/06/2012       |
| Schedule Completion Date | 30/11/2011       | 30/11/2012       |

**Supplementary Conditions**Old ValueNew Value**O. DEALING WITH COMPLAINTS**

O.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients.

O.2 If your clients are dissatisfied with the results of your complaints process you must refer your clients to our complaints service at:

Mail: FaHCSIA Complaints Service  
PO Box 7576

Canberra Business Centre, 2610

Telephone: 1800 634 035 Fax: (02) 6204 4587

for further investigation of the complaint and you must assist us in the investigation of the complaint.

O.3 You must, on our request, give to us full details of your Complaints Register established under Clause O.4.

Complaints Register

O.4 You must create and maintain a Complaints Register throughout the term of the Agreement.

O.5 You must ensure that the Complaints Register includes, but is not limited to, the following materials and information:

a) details of all complaints received directly by you;

b) details of all complaints referred to you by, or through, us;

c) each record in the Complaints Register must include:

(i) details of the parties to the complaint, including the name of the complainant (if provided) and if relevant, the name of the person being complained about;

(ii) the name of your staff member(s) handling the complaint;

(iii) the date upon which the complaint was made;

(iv) the nature of the complaint;

(v) whether the complaint was referred to you by us;

(vi) details of key contacts with the complainant and the action taken, including dates;

(vii) outcome of any action taken (including any investigation);

(viii) date of finalisation, or resolution of the complaint;

(ix) any follow-up action required; and

(x) any changes to your service, or

procedures, or other action to be taken, resulting from the complaint;

d) copies of all correspondence and other materials received or created by you in connection with any of the above.

O.6 You must

- a) hold your Complaints Register at your premises;
- b) on our request, give us reasonable access to the Complaints Register and other relevant material; and
- c) retain the Complaints Register and supporting material for five years after the expiration or earlier termination of the Agreement.

O.7 To avoid doubt, the Complaints Register is Agreement Material for the purpose of the Agreement.

Complaints by You

O.8 You may contact our complaints service with complaints about our service(s) or the services of another or our funded service providers.

O.9 'Complaint' means any expression of dissatisfaction by anyone received by you, or referred to you by us with your policies, procedures, employees, or quality of service offered or provided, but does not include:

- a) a request for services, unless it is a second or further request when there has been no response to the earlier request(s);
- b) a request for information or explanation of a policy or procedures; or
- c) the lodging of any appeal against a decision when it is a normal part of standard procedure or policy;

O.10 'Complaints Register' means the list of complaints kept by you at your premises in accordance with this Supplementary Condition.

|   |
|---|
| <b>MILESTONES / REPORTING REQUIREMENTS / PAYMENT SCHEDULE</b> |
|---|

The following table combines all of your reporting requirements. If you comply with the terms of this Agreement, we will make payments to you on the first available Business Day on or after the due date as set out below or, where no date is specified, then by mutual agreement as and when required.

| Milestones and Reports |                                      | Information to be included   | Report / Document Template to be used | Due Date   | Payment Amount (GST excl.) |
|------------------------|--------------------------------------|--|---------------------------------------|------------|----------------------------|
| F.1                    | Financial Report                     | You must, within six weeks after the end of each six month period or as agreed to in writing by us, provide us with a periodic financial report prepared in accordance with the reporting requirements as set out in Item E of the Schedule. |                                       | 11/02/2012 |                            |
| F.2                    | Performance Report                   |  |                                       | 11/02/2012 |                            |
| F.3                    | Financial Report                     | You must, within six weeks after the end of each six month period or as agreed to in writing by us, provide us with a periodic financial report prepared in accordance with the reporting requirements as set out in Item E of the Schedule. |                                       | 11/08/2012 |                            |
| F.4                    | Performance Report                   |  |                                       | 11/08/2012 |                            |
| F.5                    | Financial Acquittal Report (Audited) |  |                                       | 30/09/2012 |                            |

Executed by the Parties .....

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through the Department of Families, Housing, Community Services and Indigenous Affairs ABN 36 342 015 855 in the presence of:  
s 22 - irrelevant information s 22 - irrelevant information

(Signature of Departmental/Agency Representative)  
*Manager IEC Western Region NSW*  
.....  
*THOMAS WARDEN*

(Signature of Witness)  
.....  
*SIMONNE GOOLAGONG*

(Name of Departmental/Agency Representative)

(Name of Witness in full)

.....  
*13/12/11*  
(Date)

Signed by Brewarrina Business Cooperative Ltd ABN 15 137 258 917 by affixing its common seal in accordance with its rules in the presence of:  
s 22 - irrelevant information s 22 - irrelevant information

(Signature of Public Officer)

(Signature of committee member/secretary)

*WILLIAM PRUMBLE*  
.....  
(Name of Public Officer)

*JEANNE BAKER*  
.....  
(Name of committee member/secretary)

.....  
*28-11-11*  
(Date)

