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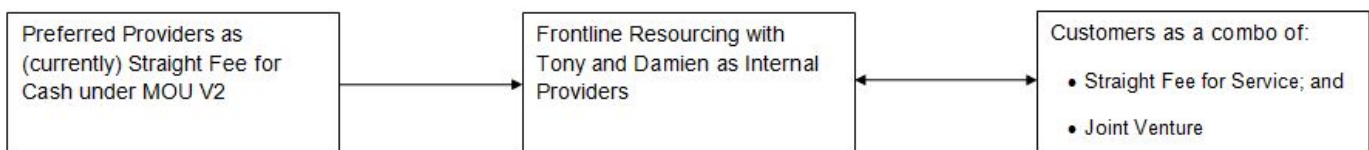
2013/14 Orientation Pack for Preferred Providers

Definitions

For convenience, in this document:

- Words like “they” and “them” usually mean Frontline Resourcing’s customers;
- Words like “us” and “we” usually mean Frontline Resourcing; and
- Words like “you” and “your” usually mean Preferred Providers.

As we head into 2013/14, the contracts and supply chain is very “keep it simple” as shown below (note the arrow heads as they currently apply), but we may make them more sophisticated down the track (for example, carefully moving back towards the idea of joint product ownership with Preferred Providers) if we can find ways to do so without it getting contractually complicated. That is, to exploit some of the good ideas that MOU V3 (see dot point for this below) without this grinding dev to a halt by killing off certainty and role clarity (again, see MOU V3 dot point below).



The Idea of a Being in a Trade Relationship

We have a long held theory that people don’t really ever “work” for “someone else” for “cash”.

We prefer to view the transaction as a *trade*, where the simplest type of trade is “service” for “cash”, but that there is room for extending this to other types of trade, “deal making”. For example, you may have your own business, and want to hire us!

Likewise we have always seen ourselves as being in a trade (or “deal-making”) relationship with customers, and this type of attitude very often leads to us not only trading “services for cash”, but also to customers offering things other than cash into the bargain, in return for things other than cash.

While this “other than cash” type of trade exists only between us and customers as we enter 2013/14, we do encourage you to think of “other than cash” types of trade that could exist down the track between us and you as long as, as we said above, we can find ways to do so without it getting contractually complicated.

The Idea of Being in Trade Suggests the Idea of an MOU

MOUs (Memorandums of Understanding) are handy devices.

They try to capture the essence of how we want to work together, and what we all hope to get out of that, as an acknowledgement that we do consider our relationship to be one of trade and working together for a win-win.

This is the way we view our relationships with our customers.

We have had three MOU models in the past, MOU V1, MOU V2 and MOU V3. Going forward, we are using MOU V2:

- **MOU V1:** We used this only once, with a third party software company in 2006. We no longer use it, but it remains a valuable precedent - it was a good design, and protected the original agreement very well. The lesson in this for all of us is to make sure MOU V2 “captures the essence of this” for all concerned, as well.
- **MOU V2:** See below.
- **MOU V3:** This model was explored in 2012/13 and had many great ideas. We are holding all those in archive for re-use should we want to ever extend MOU V2 in those directions. Its disadvantages were around the sheer volume of sharing the overall workload of things to worry about and do, and the lack of role clarity that this caused.

Who are our Preferred Providers?

Provider	Email	Phone
Claude Staub for SN	claudio.staub@shiftingnirvana.com	0433 888 889
Lisa Fischer for LF	fr.workflow@gmail.com	0422 001 179
Minh Tran for ND	minh@netdynamics.com.au	0425 322 489
Steve Bergen for BAS	steve.bergen@gmail.com	0416 177 052

There are others in the wings that we would really like to work with again if we can show them an attractive enough (and simple enough) deal, for example, past providers like Kylie Hughes and Michael Stone.

What Do We Do?

We supply products like B1 (Frontline Apps) and R1 (RosterCoster Offline). We are also working on an F1 (RosterCoster Online) to replace the previous V2.

We work with highly sensitive (in terms of confidentiality and in other ways) government and government-funded agencies.

These agencies require us to be aware of, and keep on file a signed copy of, information and confidentiality agreements as described under the heading *Generic MOU Items* (see below).

MOU V2

If we do not already have a personally tailored MOU with you (which may involve more sophisticated trade between us that simply services for cash), the following MOU V2 applies until we do:

- If you do happen to work for DHS (our biggest customer), we have solid precedents that allow you to also work for us, as long as you create a total exclusion zone for the work we do for the region(s) you happen to work for. Also, you must fill out an "Application for External Employment Form" (**DOWNLOAD FROM THE FRONTLINE RESOURCING PREFERRED PROVIDER SITE**) and forward it to DHS. Aside: If you get a job for DHS Head Office, you have to leave us, unfortunately, but hopefully temporarily.
- Around July 1 each year, we all sign the DHS Confidentiality Agreement (**DOWNLOAD FROM THE FRONTLINE RESOURCING PREFERRED PROVIDER SITE**), even if we are going to do one hour of work in the entire coming year, or even if we are doing no work, but have password access to any of Frontline Resourcing's sites (for example, the Preferred Provider Shopping Cart). N.b. We have added a section to this template to extend this confidentiality to all our customers, and to Frontline Resourcing itself, as well.
- We need non-compete with our providers in our target market segment (human services), though of course a provider is free to stop being a provider, and compete against us. One of our aims is to be so attractive an option for you that you won't want to compete with us and hence leave us.
- If you do leave us (or even if you don't) it is critically important to us that we do not lose any of our IP into competitors' products. All our power in the market place lies there. Our competitors have powers that we don't have, including financial clout, and given this David v. Goliath position we are in, we have a long history of hunting down these sorts of breach of our IP security, and have taken on some very high powered opponents in our time (we have four key examples on file, for anyone interested). In fairness, we have never shown any interest in copying or even looking at our competitors' products, even though many people have offered to show us.
- PLEASE NOTE: NEW DHS RULES FROM 1 JULY 2013: WE ARE NOW FORMALLY SUBJECT TO THE DHS CODE OF CONDUCT (**DOWNLOAD FROM THE FRONTLINE RESOURCING PREFERRED PROVIDER SITE**), JUST LIKE EMPLOYEES ARE.
- We recommend print '[PSI Item 1](#)' and '[PSI Item 2](#)' for your accountant (**DOWNLOAD FROM THE FRONTLINE RESOURCING PREFERRED PROVIDER SITE**).

- Beyond that, for now, let's sufficiently cover, for the purposes of this generic MOU, all other typical MOU headings by saying that we all agree to work together in good faith.

My agreement to MOU V2

Name	Signed	Date
Who will be invoicing Frontline Resourcing?	ABN	GST Registered? Yes / No

Attachment 1: Our Assurance to DHS that we will comply with DHS Contractor Obligations

From: **Damien Ryan-Green** <rostercoaster@gmail.com>
 Date: Mon, Jul 29, 2013 at 3:29 PM
 Subject: A copy of the latest DHS Confidentiality Agreement?
 To: "Helen.Matters@dhs.vic.gov.au" helen.matters@dhs.vic.gov.au

Hi Helen

The copy we have hails from quite a few years ago. Would you have a current one you could email to us?

Aside: we are signing these annually, as prev. discussed.

Damien

PS We get our team, when they are signing, to acknowledge that this, and your Code of Conduct as well, applies to any dealings they have with CSOs. This is a voluntary quality "add" by us.

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Damien Ryan-Green
 Director Quality and Risk Management

From: **Damien Ryan-Green** <damien.ryan-green@frontlineresourcing.com.au>
 Date: Mon, Jul 22, 2013 at 10:43 AM
 Subject: Fwd: Procurement changes: new contractor obligations / thresholds
 To: Lisa Fischer <fr.workflow@gmail.com>, Claude Staub <claudio.staub@shiftingnirvana.com>, Minh Tran <minh@netdynamics.com.au>, Steve Bergen <steve.bergen@gmail.com>
 Cc: Tony Ryan <hawk.computing@gmail.com>, Michael Stone <mleestone@hotmail.com>

Hi all, FYI below.

This relates to those Generic MOUs / Confidentiality Statements etc. that Lisa Fischer had us all sign last time; we need to do that again now over the next months approx., for anyone who has any contact with DHS / access to DHS related info, which is basically all of us (via access to Sharepoint, for example).

N.b. one of the items in the Orientation Pack relates to anyone who works for DHS, but also has "Outside Employment" (i.e. consulting) with us, even if it's only a small amount. I'll make sure that some DHS Outside Employment Forms are available in the Pack before Lisa contacts us all for the next batch of signatures.

Basically, no need to take any action at this point, Lisa will be in contact to make it all automatic for all of us, so we can concentrate on everything else.

(PS The new \$25k threshold is wonderful news, less paperwork.)

Thanks!

Damien

----- Forwarded message -----

From: **Damien Ryan-Green** <damien.ryan-green@frontlineresourcing.com.au>

Date: Mon, Jul 22, 2013 at 10:34 AM

Subject: Procurement changes: new contractor obligations / thresholds

To: "Helen.Matters@dhs.vic.gov.au" <helen.matters@dhs.vic.gov.au>

Hi Helen

Under the heading governance, can we add this below to the agenda (and I'll add it to the fApps Documentation), to minute that we will add this into our Orientation Pack.

(Is there any chance you could bring a few copies, say 6 or 7, of code of conduct to the meeting? But only if you have them spare ... I recall stacks of them in the stationery room, but that was a while ago)

Re this Pack, the following is all in the fApps Documentation (the major outcome of Deloitte), but the main topics you'd be interested in for governance would be as follows:

We take responsibility to ensure everyone at our end who comes into contact with DHS (or DHS info via working on software) is briefed and maintained on the contents of the Pack, signed for near the start of every financial year.

The Pack contains things like the DHS confidentiality agreement that everyone our end must sign each year (this used to be "once only" thing, but Gerardo from Deloitte said it should be annually), the minimum Quarterly Review (also an outcome of Deloitte; Bruno and I have had quite a few Q Reviews for RosterCoster prior to you bringing them back into play recently). And finally, given the interdependencies between DHS and CSOs with our software, we elected long ago to extend the rules we have with DHS (on everything from our indexation method - it was no coincidence that it was 2% this year - through to our contracting templates, confidentiality etc.) to CSO sector. That means if

we do something for a CSO, we are by default doing it for DHS; that is, we know that if and when whatever that change is rolls back into DHS houses, or comes back to DHS in some other way (for example, a RosterCoster costing we do for a CSO, which is then submitted by that CSO to DHS PASA to support a funding submission) we will have automatic compliance.

Kind regards

Damien