

# GENERAL SERVICES SCHEDULE

## 1. COMMUNITY TRANSPORT SERVICES OVERVIEW

### 1.1 What are the key requirements for the provision of the Services?

Your key obligations in the provision of the Services under this Service Contract are:

- (a) to develop, plan and deliver the Services so as to meet the objectives of each Program;
- (b) to ensure the efficient, effective and transparent use of the Funding;
- (c) to provide safe, clean and reliable transport services that meet the needs of Eligible Customers under each Program;
- (d) to provide Services that are socially and culturally appropriate, free of discrimination and might be accessed by all Eligible Customers;
- (e) to ensure that the needs and rights of Eligible Customers are respected;
- (f) to work with us and other service providers to deliver the transport services and contribute to the development and improvement of the transport services;
- (g) to provide support for new systems and approaches to enable improvement in service quality and efficiency.

## 2. COMMUNITY TRANSPORT SERVICE REQUIREMENTS

### 2.1 What are you required to do in planning the Services?

In planning the Services you are required to:

- (a) gain and develop an understanding of the area in which you are required to deliver the Services, other transport services available, the characteristics of Eligible Customers (and any Special Needs Groups) and their desired destinations (including community group meetings and activities, cultural events, library, shopping and medical destinations);
- (b) develop Services that meet the needs of Eligible Customers, including identified Special Needs Groups, and are culturally and linguistically appropriate;
- (c) monitor and review the nature and quality of the Services, including by inviting customer feedback and making ongoing service improvements;
- (d) organise Services for Eligible Customers that involve a combination of social trips, shopping trips and trips to general practitioners, specialists, hospitals and other medical services, and other services necessary to maintain daily living at home;
- (e) work collaboratively with other providers of services to Eligible Customers;

- (f) contribute to the overall development and improvement of the Services, including by sharing best practice.

## **2.2 What are you required to do in delivering the Services?**

In delivering the Services you are required to:

- (a) proactively ensure that information regarding the Services and Eligible Customers' rights and obligations is readily available to Eligible Customers (including Special Needs Groups), having regard to their cultural and linguistic characteristics;
- (b) provide equitable access to the Services and prioritise service provision to Eligible Customers according to Program guidelines and to provide most benefit to the greatest number of people;
- (c) provide reliable, safe and clean transport Services;
- (d) take reasonable steps to ensure that customers are collected at the time they are advised they will be collected and, if they are receiving transport to attend a medical appointment, that they arrive at their destination a reasonable time prior to their appointment time (to the extent this is advised to you);
- (e) co-ordinate Eligible Customers' bookings for those Services involving transport so as to match their needs with the most appropriate transport mode and support;
- (f) ensure that you have access to sufficient vehicles that are accessible to people with physical or sensory disabilities to enable you to deliver the Services;
- (g) take steps to ensure that all Staff having contact with Eligible Customers are courteous and polite;
- (h) provide assistance to Eligible Customers who require it to enter and leave a vehicle, including without limitation, door to door service and assistance with fitting of seat belts;
- (i) operate a telephone booking service for those Services involving transport that is available to Eligible Customers at a minimum of 8 hours between 6am and 7pm from Monday to Friday, unless we otherwise agree in writing;
- (j) ensure the safe carriage of parcels and any necessary equipment, such as walking sticks and walking frames; and
- (k) ensure all customer data is collected, held, used and disclosed in accordance with Privacy Laws.

## **2.3 What training is your organisation required to provide?**

You must:

- (a) provide all your customer facing Staff and Staff involved in the planning of your Services with appropriate training with regard to the requirements of Eligible Customers:
  - (i) with disabilities and the Disability Principles and Disability Service Standards;
  - (ii) with dementia;
  - (iii) who are Aboriginal and / or Torres Strait Islander people; or
  - (iv) from culturally and linguistically diverse backgrounds;
- (b) ensure all Staff are provided with suitable and adequate information, training and instruction regarding compliance with Safety Laws.
- (c) provide all customer facing Staff and Staff involved with the planning of your Services with training regarding the general requirements of the Programs, your fees and other policies, to ensure compliance with the requirements of this Service Contract, and so far as is possible, that information regarding the Services available under the Programs is readily available to potential customers upon first contact with you.

## 2.4 What is required of your Board?

- (a) You must have appropriate governance arrangements in place to provide the Services and comply with your obligations under this Service Contract.
- (b) You must:
  - (i) ensure that your Board is comprised of people with the necessary skills, experience and training so as to comply with your obligations under this Service Contract, and make strategic decisions;
  - (ii) ensure that you have a written statement setting out the roles and responsibilities of your CEO and / or senior manager and their obligations to provide reports to your Board:
    - (A) regarding the planning and delivery of the Services in accordance with the Services Schedules; and
    - (B) compliance with your other obligations under this Service Contract;
  - (iii) ensure that you have the necessary policies and procedures in place to comply with your obligations under this Service Contract;
  - (iv) provide each member of your Board with a copy of any guidelines and other resources we release to assist with the adoption of good governance practices;
  - (v) ensure that your Board has due regard to good governance when performing its duties.

### **3. SPECIAL REQUIREMENTS REGARDING THE INTRODUCTION OF NEW SYSTEMS AND EQUIPMENT**

- (a) You acknowledge that:
  - (i) we may introduce New Systems and Equipment for use in any Service Assets and at any of your Premises;
  - (ii) it is our intention to introduce CTABS in organisations providing transport services under the Programs from 2016 and you may be required to adopt CTABS and comply with the specific obligations set out in clause 3 (b) to (h) below, unless we notify you to the contrary in writing;
  - (iii) nothing in clauses 3(a)(i) and (ii) of this Schedule obliges us to install or retain CTABS (or any particular configuration of CTABS) or any New Systems and Equipment in your Service Assets or Premises;
  - (iv) we have a limited number of subscriptions to CTABS and to deliver value for money and maintain efficient operation of CTABS, we must manage the utilisation of CTABS subscriptions based on each provider's usage of CTABS. We reserve the right to upgrade or downgrade (including change of bands), remove, suspend, or transfer CTABS subscriptions (which may include any New Systems and Equipment provided as part of the CTABS subscriptions) that you may have at our reasonable discretion, in order satisfy this purpose.
- (b) You must work with us and the suppliers of any New Systems and Equipment, to facilitate the installation, testing, operation and ongoing maintenance of any New Systems and Equipment.
- (c) You acknowledge that:
  - (i) we, or our licensors, (including without limitation, the CTABS Supplier) own the Intellectual Property Rights in the New Systems and Equipment, any materials provided in connection with the New Systems and Equipment (including user manuals), including any derivatives, modifications and adaptations of those intellectual property rights;
  - (ii) we, or our licensors, own any New Systems and Equipment installed during the Term, unless otherwise specified by us in writing;
  - (iii) any failure of any New Systems and Equipment, whatever the cause, will not entitle you to make any claim in respect of any delays or interruptions in the Services.
- (d) You must:
  - (i) comply with any reasonable operational procedures, guidelines, directions and training requirements for the New Systems and Equipment issued by us;
  - (ii) maintain any New Systems and Equipment installed in accordance with this clause 3 and take all reasonable measures to protect them from theft, loss and damage;

- (iii) unless we otherwise agree in writing, if any New Systems and Equipment are stolen, lost or damaged you must meet the cost of replacing them and we may deduct that cost from the Funding to be paid to you, unless they are repaired under warranty or their replacement is covered by the insurance proceeds referred to in clause 3(d)(iv) of this Schedule;
  - (iv) any insurance proceeds received in respect of any theft, loss or damage of any New Systems and Equipment, must be paid to us;
  - (v) advise us, and in the case of CTABS, the CTABS Supplier, within 24 hours of any failure in the operation of any New Systems and Equipment.
- (e) You must comply with the following specific requirements in relation to the installation and initial testing of CTABS within any reasonable timeframes notified to you by us or the CTABS Supplier:
- (i) appoint an appropriate member of your Staff as your representative for CTABS who shall be responsible for co-ordinating the implementation of CTABS in your organisation and ensuring that all requirements are met;
  - (ii) provide us and the CTABS Supplier with any assistance that is required between the hours of 7:30am to 5pm Monday to Friday to enable the installation and testing of CTABS and use reasonable endeavours to ensure that you have appropriately qualified Staff available to provide that assistance;
  - (iii) complete the surveys / questionnaires provided by us or the CTABS Supplier regarding your existing operations and services, hardware, software, infrastructure, telephone and internet connectivity;
  - (iv) ensure, at your own cost, that you have the hardware, software, infrastructure, telephone and internet connectivity required for the installation of CTABS, as notified to you by us or the CTABS Supplier (**Attachment A** to this Schedule entitled "RouteMatch Hosted ASP – Recommended System Configuration" sets out the current requirements);
  - (v) ensure all of your existing customer data required for the operation of CTABS is in the excel file format required to upload it onto our or the CTABS Supplier's server for CTABS, in accordance with the template supplied by us or the CTABS Supplier;
  - (vi) provide us promptly with written notice if you consider the migration of your existing customer data will or may result in you breaching your obligations with your third party service providers;
  - (vii) provide all assistance required by us or the CTABS Supplier to upload the customer data onto our or the CTABS Supplier's server for CTABS and confirm that the customer data has been uploaded correctly;
  - (viii) on 10 days' notice in writing from us or the CTABS Supplier, provide the CTABS Supplier with 2 hours of downtime for each workstation specified to allow the installation of CTABS;

- (ix) ensure that appropriate members of your Staff are available for all of the dedicated 8 hour CTABS training days specified by the CTABS Supplier upon 10 days' notice from the CTABS Supplier; and
  - (x) comply with any of our additional reasonable requirements.
- (f) You must comply with the following specific requirements in relation to the ongoing operation of CTABS:
- (i) use reasonable endeavours to ensure the continued operation of CTABS;
  - (ii) maintain the hardware that forms part of the CTABS solution, including all Samsung Galaxy Tab Active 8s (or such other replacement devices) (**Tablets**), and ensure that any failures of that hardware during the warranty period for the hardware (as notified by us) are reported to the CTABS Supplier within the warranty period;
  - (iii) report to us and the CTABS Supplier in writing within 24 hours if CTABS becomes unavailable or data is lost (other than due to a fault in your own systems and equipment or internet connections) and advise us of the length of the unavailability or loss of data and provide us with any additional information we require regarding the operation of CTABS;
  - (iv) provide us and the CTABS Supplier with any assistance we require in the ongoing testing and review of the performance of CTABS;
  - (v) comply with any CTABS Driver Ergonomic Safety Guidelines made available by us from time to time;
  - (vi) maintain the system configurations of CTABS required by us to ensure uniform reporting on the delivery of community transport services under the Programs and ease of maintenance of CTABS;
  - (vii) only use the Tablets in connection with CTABS and pay for any additional telecommunications services you use in operating the Tablets over and above those included in the CTABS solution in accordance with the charges notified to you from time to time (being \$3.60 for each megabyte used above the included allowance of 50 megabytes per month as at the date of this Service Contract). You acknowledge that any charges for such additional telecommunications services may be deducted from the Funding to be paid to you under this Service Contract;
  - (viii) return any hardware and documentation relating to CTABS to us within 7 Business Days of being notified to do so, and delete any software relating to CTABS within 7 Business Days of being notified to do so;
  - (ix) return all hardware, software and documentation relating to CTABS to the CTABS Supplier at its address in Australia (as notified by us), within 7 Business Days of:
    - (A) us advising you of the termination of our contract with the CTABS Supplier; or
    - (B) the Termination Date of this Service Contract, unless we notify you otherwise in writing.

- (g) You must provide, operate and maintain such access to the internet as is required to access our or the CTABS Supplier's server for CTABS and maintain the operation of CTABS and promptly resolve any problems within your own localised network, unless we agree otherwise in writing.
- (h) You acknowledge that we may, by 5 days' notice in writing to you, schedule up to 12 hours of downtime of CTABS outside the hours of 7:30am to 5pm Monday to Friday.

#### **4. SPECIFIC COMMUNITY TRANSPORT SERVICE REQUIREMENTS**

You must comply with the following TfNSW policies (as updated from time to time):

- (a) Community Transport Driver Requirements Policy; and
- (b) Annual Community Transport Audit Package.