

SCHEDULE 2 - GENERAL SERVICES

1. COMMUNITY TRANSPORT SERVICES OVERVIEW

1.1 Provider's key obligations

The key obligations of the Provider in the provision of the Services under this Service Contract are to:

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

2. COMMUNITY TRANSPORT SERVICE REQUIREMENTS

2.1 Planning the Services

In planning the Services, the Provider is required to:

- (a) gain and develop an understanding of the area in which the Provider is 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 Delivering the Services

In delivering the Services, the Provider is 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 the Provider);
- (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 the Provider has access to sufficient vehicles that are accessible to people with physical or sensory disabilities to enable the Provider 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 TfNSW 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 Provision of training

The Provider must:

- (a) issue all the Provider's customer facing Staff and Staff involved in the planning of the Provider's 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 the Provider's Services with training regarding the general requirements of the Programs, the Provider's Fees and other policies, to ensure compliance with the requirements of this Service Contract and so far as is possible ensure all information regarding the Services available under the Programs is readily available to potential customers upon first contact with the Provider.

2.4 Board requirements

- (a) The Provider must have appropriate governance arrangements in place to provide the Services and comply with the Provider's obligations under this Service Contract.
- (b) The Provider must:
 - (i) ensure that the Provider's Board is comprised of people with the necessary skills, experience and training so as to comply with the Provider's obligations under this Service Contract, and make strategic decisions;
 - (ii) ensure that the Provider has a written statement setting out the roles and responsibilities of the Provider's CEO and / or senior manager and their obligations to provide reports to the Provider's Board:
 - (A) regarding the planning and delivery of the Services in accordance with all the Services Schedules; and
 - (B) compliance with the Provider's other obligations under this Service Contract;
 - (iii) ensure that the Provider has the necessary policies and procedures in place to comply with the Provider's obligations under this Service Contract;

- (iv) provide each member of the Provider's Board with a copy of any guidelines and other resources TfNSW release to assist with the adoption of good governance practices;
- (v) ensure that the Provider's Board has due regard to good governance when performing its duties.

3. SYSTEMS AND EQUIPMENT INSTALLED AND SYSTEMS AND EQUIPMENT

- (a) TfNSW may introduce certain Systems and Equipment for use for the Services. These may be for use in the Provider's Premises, Service Assets or as otherwise advised.
- (b) Nothing in this section 3 obliges TfNSW to install any new Systems and Equipment on Service Assets or Premises or otherwise.
- (c) The Provider must co-operate for the installation, testing and maintenance of Systems and Equipment. This includes liaising with TfNSW Associates to make Service Assets, Premises and any equipment available to TfNSW Associates, on 14 days' notice, for a reasonable period.
- (d) TfNSW owns all data collected by Systems and Equipment. The Provider must not modify the data.
- (e) The Provider must comply with all reasonable directions and training requirements for Systems and Equipment required by TfNSW.
- (f) TfNSW owns any Systems and Equipment. The Provider must allow TfNSW to remove Systems and Equipment on reasonable notice.
- (g) The Provider must work with TfNSW and the suppliers of any new Systems and Equipment, to facilitate the installation, testing, operation and ongoing maintenance of any new Systems and Equipment.
- (h) The Provider acknowledges that:
 - (i) TfNSW, or TfNSW licensors, (including without limitation, the CTABS Supplier if applicable) 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) TfNSW, or TfNSW licensors, own any new Systems and Equipment installed during the Term, unless otherwise specified by TfNSW in writing;
 - (iii) any failure of any new Systems and Equipment, whatever the cause, will not entitle the Provider to make any claim in respect of any delays or interruptions in the Services.

- (i) The Provider must:
 - (i) comply with any reasonable operational procedures, guidelines, directions and training requirements for the new Systems and Equipment issued by TfNSW;
 - (ii) maintain any new Systems and Equipment installed in accordance with this section 3 and take all reasonable measures to protect them from theft, loss and damage;
 - (iii) unless TfNSW otherwise agree in writing, if any new Systems and Equipment are stolen, lost or damaged the Provider must meet the cost of replacing them and TfNSW may deduct that cost from the Funding to be paid to the Provider, unless they are repaired under warranty or their replacement is covered by the insurance proceeds referred to in section 3(i)(iv) of this Schedule 2; and
 - (iv) pay any insurance proceeds received in respect of any theft, loss or damage of any new Systems and Equipment, to TfNSW.

4. CTABS specific acknowledgments

- (a) The Provider acknowledges that:
 - (i) nothing in this Schedule 2 obliges TfNSW to install or retain CTABS (if applicable) or any particular configuration of CTABS (if applicable) or install any new Systems and Equipment including anything provided as part of the CTABS subscription on the Service Assets, Premises or as otherwise advised; and
 - (ii) TfNSW has a limited number of subscriptions to CTABS and to deliver value for money and maintain efficient operation of CTABS, TfNSW must manage the utilisation of CTABS subscriptions based on each Provider's usage of CTABS (if applicable). TfNSW reserves the right to upgrade or downgrade (including change of bands), remove, suspend, or transfer CTABS subscriptions (if applicable and which may include any New Systems and Equipment provided as part of the CTABS subscriptions) that the Provider may have at TfNSW's reasonable discretion, in order to satisfy this purpose.
- (b) The Provider must work with TfNSW and the CTABS suppliers (if applicable) to facilitate the installation, testing, operation and ongoing maintenance of CTABS (if any) and any new Systems and Equipment provided as part of the CTABS subscriptions.
- (c) Where the Provider has CTABS installed, the Provider 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 TfNSW) are reported to the CTABS Supplier within the warranty period;
 - (iii) report to TfNSW and the CTABS Supplier in writing within 24 hours if CTABS becomes unavailable or data is lost (other than due to a fault in the Provider's own systems and equipment or internet connections) and advise TfNSW of the length of the unavailability or loss of data and provide TfNSW with any additional information TfNSW require regarding the operation of CTABS;
 - (iv) provide TfNSW and the CTABS Supplier with any assistance TfNSW require in the ongoing testing and review of the performance of CTABS;
 - (v) comply with any CTABS Driver Ergonomic Safety Guidelines made available by TfNSW from time to time;
 - (vi) maintain the system configurations of CTABS required by TfNSW 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 the Provider use in operating the Tablets over and above those included in the CTABS solution in accordance with the charges notified to the Provider 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). The Provider acknowledges that any charges for such additional telecommunications services may be deducted from the Funding to be paid to the Provider under this Service Contract;
 - (viii) return any hardware and documentation relating to CTABS to TfNSW 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 TfNSW), within 7 Business Days of:
 - (A) TfNSW advising the Provider of the termination of our contract with the CTABS Supplier; or
 - (B) the Termination Date of this Service Contract, unless TfNSW notify the Provider otherwise in writing.
- (d) The Provider must provide, operate and maintain such access to the internet as is required to access TfNSW or the CTABS Supplier's server for CTABS and maintain the operation of CTABS and promptly resolve any problems within the Provider's own localised network, unless TfNSW agrees otherwise in writing.

- (e) The Provider acknowledge that TfNSW may, by 5 days' notice in writing to the Provider, schedule up to 12 hours of downtime of CTABS outside the hours of 7:30am to 5pm Monday to Friday.
- (f) The Provider acknowledges that:
 - (i) TfNSW, or TfNSW licensors, (including without limitation, the CTABS Supplier if applicable) own the Intellectual Property Rights in the new Systems and Equipment, any materials provided in connection with the new Systems and Equipment (including CTABS, if applicable) which may include user manuals, include any derivatives, modifications and adaptations of those intellectual property rights;
 - (ii) TfNSW, or TfNSW licensors, own any new Systems and Equipment installed during the Term, unless otherwise specified by TfNSW in writing; and
 - (iii) any failure of any new Systems and Equipment, whatever the cause, will not entitle the Provider to make any claim in respect of any delays or interruptions in the Services.

5. CTABS alternative solutions

- (a) TfNSW acknowledges that the Provider may not elect to use CTABS that has been supplied by TfNSW and procure an alternate solution in order to meet any reporting requirements outlined in Schedule 7 (Reporting).
- (b) Where the Provider uses an alternate solution to CTABS in order to meet any reporting requirements, the Provider must:
 - (i) cover all costs, including but not limited to those costs that relate to the transition from CTABS, installation, operation and ongoing maintenance of any chosen alternate solution;
 - (ii) ensure there is no unreasonable impact to delivery of the Services due to the use of the CTABS alternative;
 - (iii) notify TfNSW of their decision to transition to a CTABS alternative in writing;
 - (iv) must have transitioned to the CTABS alternative by the CHSP reporting period e.g. 1 January 2021 or 1 July 2022, or as otherwise agreed in writing with TfNSW.
 - (v) Failure to meet the service levels will result in a breach of the Provider's Service Contract.

6. SPECIFIC COMMUNITY TRANSPORT SERVICE REQUIREMENTS

The Provider must comply with the following TfNSW policies provided including any other policies as advised and updated from time to time:

- (a) Community Transport Driver Requirements, **Attachment A** to this Schedule 2.