

PART D

SCOPE OF SERVICES

SCOPE OF SERVICES

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D1. OBJECTIVES

D1.1 Introduction

Rail Corporation New South Wales (RailCorp) is seeking the Services described herein in order to have suitably qualified personnel (complete with appropriate paramedical equipment) attend a range of medical incidents involving RailCorp personnel and to provide paramedical support and where necessary, arrange general medical and/or specialist medical treatment for the injured person. Organisations responding to this RFP are expected to have experience in occupational medicine, occupational injury management and rehabilitation as well as the necessary personnel, equipment and infrastructure to deliver the Services to RailCorp.

In carrying out its responsibilities, RailCorp personnel are subject to a range of operational risks and in some cases are injured in the performance of their duties. The types of injuries experienced by RailCorp personnel are generally slips, trip, falls and manual handling / physical injuries however the full range of medical incidents may be encountered.

D2. THE SERVICES

D2.1 Ability to Provide all of the Stated Outcomes

In this Part D, RailCorp has indicated the outcomes that it seeks from the Service Provider.

D2.2 The Services Generally

RailCorp is seeking a Service Provider to provide the following Services, that is:

- *at RailCorp's direction, travel to a specified location (also defined in Part C as a Service Point) to attend to a medical incident (Incident);*
- *at the Service Point, assess the condition of the patient(s) involved in the Incident;*
- *where required, provide paramedical support to stabilise the patient's condition;*
- *triage (in consultation with the responsible officer in charge at the Service Point) and, if required, transport the patient to appropriate medical treatment or hospital care;*
- *following the provision of delivery or care, if practical, transport the patient back to the Service Point or other location as agreed with RailCorp;*
- *provide feedback to RailCorp's Representative and the responsible officer in charge at the particular Service Point throughout all stages of the provision of the Services; and*
- *provide relevant and appropriate documentation.*

The particular type of Services provided with each Incident will be dependent on the nature of the injury, however all Services are required to be provided in a professional and timely manner. The Service Provider shall provide the Services within the agreed Response Time stated in Clause D2.2.3

The Services are required on a 24 hour / 7 day basis to complement the work roster of RailCorp's personnel.

D2.2.1 Call Centre Support

The Services provided by the Service Provider will include phone, facsimile and email access to a call centre which is staffed on a 24 hour / 7 day per week basis to record and direct the Service Provider's response to RailCorp's needs.

The call centre will also serve as a focal point to provide ongoing reports on the status of the patient, the status of the treatment and any other matters related to the progress of the Incident.

A protocol for contact with the call centre will be agreed between the parties prior to the commencement of the Services.

D2.2.2 Medical Response

Following notification by RailCorp to the Service Provider's Call Centre (ie a Callout), the Service Provider will be required to attend an Incident involving RailCorp personnel and to provide paramedical support and where necessary, to arrange general medical and/or specialist medical support.

On arrival at the Service Point, the Service Provider shall advise RailCorp's officer in charge prior to entering the site. The Service Provider's Representative who attends the Incident shall keep the officer in charge briefed in relation to the progress of the assessment of the patient and any proposed treatment. Any proposed action or treatment shall be undertaken with the full knowledge and concurrence of the officer in charge at the Service Point.

The Service Provider is required to ensure that its Medical Response Personnel carry suitable identification at all times. This identification shall be shown to the RailCorp officer in charge prior to entry to the Service Point.

D2.2.3 Response Time

The Service Provider must be able to respond to an Incident within a guaranteed timeframe (Response Time) which is calculated from the time that the Incident is reported to the Service Provider until the time that the Service Provider's Representative attends to the Incident at the Service Point. The time that the Incident is reported will depend on the means by which the Incident is reported and shall be regarded as either:

- a) the time that phone contact is first made with the Service Provider *for an Incident reported by phone*; or
- b) the time that the Service Provider's facsimile records the time of receipt of the facsimile *for an Incident reported by facsimile*; or
- c) the time that the Service Provider's email system records the time of receipt of the email *for an Incident reported by email*.

The Response Time in each Service Area will be the period agreed between the parties per Schedule B6.

The Service Provider shall maintain systems to properly record and store hard & soft copy records relating to the Response Time. At RailCorp's request, the Service Provider shall provide copies of records in relation to the Response Time for individual or groups of Incidents.

The Response Time will be a Key Performance Indicator (KPI) of the performance of the Service Provider and this KPI will be used by RailCorp to adjust or set off the monthly payment to the Service Provider for the Services. For each month (or part thereof) in which the Service Provider provides Services to RailCorp, no adjustment of the monthly payment shall be made by RailCorp provided that a minimum of 95% of all Incidents within that month are responded to within the agreed Response Time. Where the agreed Response Time of all Incidents in a month falls to 95% or less, RailCorp may deduct or set off 10% of the total amount claimed by the Service Provider in that month. RailCorp may deduct or set off these amounts from subsequent month's payments where the performance of the Service Provider cannot be established at the time.

D2.2.4 Medical Response Personnel

The Service Provider shall ensure that all persons engaged to provide the paramedical services at a Service Location (Medical Response Personnel) are competent and possess the necessary qualifications / training, skills, experience and certifications to perform the Services.

The Service Provider is responsible for maintaining an up to date and complete record of all skills, experience, training, accreditation and certificates of its Medical Response Personnel. Additionally, the Service Provider shall maintain a regime of ongoing training to ensure the continued education of all Medical Response Personnel who are engaged to provide the Services.

The Service Provider is required to provide RailCorp with a record of all skills, experience, training, accreditation and certificates for each of its Medical Response Personnel prior to the commencement of the supply of the Services under the Service Agreement. During the Service Agreement, the Service Provider shall provide updated records within a reasonable period, upon request by RailCorp.

D2.2.5 Vehicles and Equipment

The Service Provider shall provide its Medical Response Personnel with specially equipped vehicles (Medical Response Vehicles) to attend Incidents and to transport the sick or injured.

The Medical Response Vehicle shall be fully equipped with paramedical equipment to attend to the range of Incidents that may be encountered. Each Medical Response Vehicle shall be 'fit for purpose' and shall be regularly maintained.

D2.2.6 Compliance to the Ambulance Act

The Service Provider shall at all times remain authorised to provide ambulance transport in accordance with the *Ambulance Act 1990 (NSW)*. During the Service Agreement, whenever requested by RailCorp the Service Provider shall provide evidence to demonstrate its authorisation under the Act.

D2.3 Additional Issues

In the provision of the Services, the Service Provider is required to address the following requirements.

D2.3.1 Co-operation

The Service Provider is required to provide support, render all assistance to and cooperate with members of the Ambulance Service of NSW who attend a RailCorp site to attend to a medical incident.

D2.3.2 Workcover Certification

In the event that RailCorp personnel are transferred to a medical facility for treatment, the Service Provider is required to ensure that the Workcover Certificate prepared by the medical practitioner is returned to the officer in charge as soon as reasonably practicable and, in any event, within 24 hours of the time of the Incident being reported.

D2.3.3 Reporting Requirements

At the commencement of each day, the Service Provider is required to provide a daily record (by email or facsimile) of Incidents to which it has responded as well as updates on previous Incidents. The format of the daily record provided shall be subject to agreement between the parties.

With each invoice submitted to RailCorp, the Service Provider is required to attach detailed information of each Service provided to RailCorp in the previous period. The format of the detailed information provided shall be subject to agreement between the parties prior to the submission of the first invoice.

D2.3.4 Performance by the Service Provider

RailCorp is seeking Services of the highest standard available and the Service Provider guarantees to provide Services of this standard. RailCorp will conduct an ongoing review of the performance of the Service Provider and RailCorp personnel involved with the Services will be encouraged to report satisfactory or unsatisfactory performance by the Service Provider. Refer to Appendix D2 for a sample report.

Where, in RailCorp's view, the Service Provider demonstrates unsatisfactory performance of the Services under the Service Agreement, RailCorp may determine that this is a breach of a material term of the Service Agreement and may, at its absolute discretion, terminate the Agreement in accordance with Clause 23 of Part C.

D2.3.5 Compliance with other Government Agencies

The Service Provider is required to perform the Services in accordance with any further requirements of any government agency, including WorkCover Authority of New South Wales.

D3. SERVICE AREAS

RailCorp is seeking the provision of the Services in the following Service Areas, these being:

- *Area 1 - CBD/Central including Central, Town Hall, Wynyard, Circular Quay, Martin Place, St James, Kings Cross, Edgecliff and Bondi Junction;*
- *Area 2 – Inner West / Bankstown Line including stations in the loop encompassing Redfern – Lidcombe – Bankstown – Sydenham;*
- *Area 3 – Blue Mountains / Western Line including stations from Auburn to Penrith;*
- *Area 4 – Southern Highlands Line including stations from Wollie Creek to Campbelltown;*
- *Area 5 – Wollongong Region;*
- *Area 6 – Northern Line including stations from Hornsby to Gosford; and*
- *Area 7 – Newcastle Region*

A copy of the operating regions covered by RailCorp is contained in the map attached in Appendix D1.

D4. RAILCORP GROUPS

The RailCorp Groups noted below may seek access to the Services, these being :

Customer Services Group:

- Station Operations staff (including staff involved with the provision of services at railway stations);
- Presentation Staff (including staff involved in cleaning operations);
- CountryLink personnel (including booking office staff and drivers & on board crew); and
- Transit Officers (including staff involved with security on the rail network).

Train Services Group:

- Train Crewing (including guards, drivers and managers); and
- Rolling Stock Division (including maintenance workers).

Estimated numbers of RailCorp personnel in the various Service Areas are listed in Appendix D3. Some employment classifications comprise staff which are engaged in transient occupations (eg train drivers and guards) and they move from Service Area to Service Area in the course of their daily work. Accordingly, the actual numbers of personnel in any area may fluctuate from time to time and the numbers of personnel present at any time in a Service Area may fluctuate by 20% in excess of the listed in Appendix D3.

D5. SAFETY REQUIREMENTS

D5.1 General Requirements

The Service Provider shall ensure that all its employees and subcontractors engaged in the provision of the Services comply with the provisions of all relevant safety legislation, associated regulations and any RailCorp safety directions and with all RailCorp safety procedures which may be advised from time to time.

D5.2 Requirements for Personnel Performing Duties within High Risk Areas

The Service Provider is not permitted to enter high risk areas such as the Rail Corridor or construction sites unless escorted by a RailCorp representative. Some high risk areas may be under the control of a worksite coordinator and the Service Provider is required to comply with all directions in regard to safety in relation to such areas.

D5.3 Alcohol & Drugs

The Service Provider shall ensure that all persons it employs, and all Subcontractors it engages are aware of the provisions of the Rail Safety Act 2002 and the Rail Safety (Drug and Alcohol Testing) Regulation 2003 (the Regulation).

The Service Provider shall note that RailCorp's Drug and Alcohol Policy prohibits persons affected by alcohol or drugs working on any projects and at any sites. RailCorp may have any person suspected of being under the influence of alcohol or drugs while on a site:

- I. refrained from carrying out the Services;
- II. tested by an authorised officer, in accordance with the Regulation; and
- III. removed from the site.

The Rail Safety (Drug and Alcohol Testing) Regulation 2003 sets out substantial penalties regarding breaches of its provisions; including refusal to be tested.

D6. AUDITING REQUIREMENTS

RailCorp has the right, through its own representative or through independent auditors of its choice, or both, to examine and evaluate the procedures and practices followed by the Service Provider in the accounting for and charging of any cost allowances, the paying of invoices, timekeeping, preparation of payrolls, accumulation of cost records, estimates and to examine and evaluate the procedures and actual practices followed by the Service Provider in administration, accounting, controls and procurement relating to the Service Agreement.

The Service Provider shall furnish to RailCorp all explanations requested in connection with the foregoing and shall afford proper facilities for the inspection of the services, equipment and materials and to all books, records, correspondence, instructions, receipts, facilities and memoranda of the Service Provider relating to the Services within a reasonable time for any such request being made by RailCorp.

The Service Provider shall ensure that any Service Agreement between the Service Provider and any Subcontractor contains a provision giving RailCorp the right to audit all Subcontractor's books of account and all other records or documents used in the provision of the Services.

D7. SERVICE AGREEMENT CO-ORDINATION PROCEDURES

D7.1 Liaison Manager

The Service Provider is required to appoint a specific Liaison Manager (also referred to as the Service Provider's Representative) to deal with all matters relating to RailCorp. This Liaison Manager will attend meetings with RailCorp on a regular basis or as required and will provide regular feedback and reports to RailCorp as requested.

The Liaison Manager will be responsible for the development and adherence to the Service Agreement Management Plan.

D7.2 Meetings

Regular meetings will be held for the purpose of discussion of the progress and co-ordination of the Services. The RailCorp Representative will chair site meetings and will keep minutes of the proceedings, and will provide copies of the minutes to all present at the meeting and others concerned with the matters discussed.

D7.3 Co-ordination of Work with Others

During the course of the Service Agreement, RailCorp may employ other service providers (including RailCorp's own staff) to carry out services which may be the same or similar to those covered under the Service Agreement.

The Service Provider shall assist these other service providers or RailCorp's staff to perform their work by allowing them full access to the site and by co-ordinating the other service provider's work with theirs.

D7.4 Publicity

The Service Provider shall not issue any information, publication, document or article concerning the Service Agreement for publication without the prior written approval of RailCorp.

D8. INDUSTRIAL REGULATIONS

The Service Provider (including subcontractors where applicable) shall note as a fundamental condition, the Service Provider is required to comply with all of the following conditions:

- (a) The Service Provider must be able to demonstrate that it has a State or Federal award and/or enterprise agreement in force, which governs the terms of employment of its employees; and
- (b) The Service Provider must maintain a positive working relationship with unions.

All Prices paid in relation to this Service Agreement shall be deemed to include the above conditions.

APPENDIX D1

RAILCORP NETWORK MAP

(Separate pdf file: network _ map)

APPENDIX D2

**SERVICE PROVIDER'S PERFORMANCE
REPORT**



SERVICE PROVIDER'S PERFORMANCE REPORT

Service Provider's Details

Service Agreement No :	
Service Agreement Title :	
Service Provider's Name & Address :	

Details of the Incident reported to the Service Provider

Time and Date Reported :	
Reported to whom :	
Service Provider's Incident Number :	
Incident Details Given :	

Response by the Service Provider

Time and Date on Site :	
Details of the Service Provider's Response :	

Comments on Satisfactory / Unsatisfactory Response (Add additional pages if necessary)

Comments :	
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Signed by :	
Title :	
Work Location	

Copy to :	RailCorp Representative
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APPENDIX D3

**ESTIMATED RAILCORP PERSONNEL
SORTED BY SERVICE AREA**

	ESTIMATED NUMBERS OF RAILCORP PERSONNEL IN THE VARIOUS SERVICE AREAS							
	Service Area 1	Service Area 2	Service Area 3	Service Area 4	Service Area 5	Service Area 6	Service Area 7	Total
CUSTOMER SERVICES								
* Station Operations	1568	460	494	150	258	275	120	3325
* Presentation	199	213	38	34	25	113	6	628
* CountryLink (#)	40	24	8	32	8	8	16	136
* Transit Staff (#)	168	101	33	134	33	33	66	568
TRAIN SERVICES								
* Rollingstock (#)	127	419	22	145	14	166	36	929
* Train Crewing (#)	655	239	319	528	166	289	171	2367
ESTIMATED TOTAL	2757	1456	914	1023	504	884	415	7953
<u>Legend</u>								
Service Area 1 : CBD/Central including Central, Town Hall, Wynyard, Circular Quay, Martin Place, St James, Kings Cross, Edgecliff and Bondi Junction								
Service Area 2 : Inner West / Bankstown Line including stations in the loop encompassing Redfern – Lidcombe – Bankstown – Sydenham								
Service Area 3 : Blue Mountains / Western Line including stations from Auburn to Penrith								
Service Area 4 : Southern Highlands Line including stations from Wolli Creek to Campbelltown								
Service Area 5 : Wollongong Region								
Service Area 6 : Northern Line including stations from Hornsby to Gosford								
Service Area 7 : Newcastle Region								
<u>Notes</u>								
# Groups marked with a hash (#) contain staff which are engaged in transient occupations and they may move from area to area in the course of their daily work. Accordingly, the actual numbers of personnel in any area may fluctuate from time to time.								