

SCHEDULE 9 – KEY PERFORMANCE INDICATOR (KPI)

1. KPI OVERVIEW

1.1 Definitions

‘KPI Action Plan’ means an action plan prepared to address the cause of any KPI Default or KPI Negative Trend in any KPI Calculation Period as required under this Schedule.

‘KPI Default’ means a failure to comply with a KPI in any KPI Calculation Period.

‘KPI Negative Trend’ means a trend in the measured results of a KPI between each KPI Calculation Period which demonstrates a reduction in performance.

‘KPI Table’ means the KPI Tables set out in section 6 of this Schedule 9.

‘KPI Termination Event’ means as defined in section 5.

‘Major Defect’ means a defect identified in regular and random inspections by TfNSW as a major defect not immediately resulting from a road accident, which must be rectified immediately and prior to driving or using the Contract Asset or Provider Asset.

‘Preventable Accidents’ means an accident occurring in the delivering of the Services that is caused by either:

- poor maintenance (such as wheels falling off, fire, fluid leaks); or
- driver failure to follow proper procedures (such as failure to engage the handbrake resulting in a runaway Service Asset); or
- failure to perform adequate maintenance; or
- driver at fault.

1.2 Interpretation of KPI Tables

The following table sets out how to interpret the KPI Tables in this Schedule

The KPI Number and the name of the KPI is included in the header of the KPI Table (here)	
‘Description’	This section of the KPI Table outlines a description of the KPI and how it is measured and calculated.
‘KPI Specifications’	This section of the KPI Table outlines the KPI specifications, for example, the minimum performance levels the Provider is required to achieve.
‘KPI Reporting Period’	This section of the KPI Table outlines the time period to be covered by the respective KPI report.
‘Calculation’	This section of the KPI Table sets out how the Provider’s performance against the KPI is calculated.

'KPI Calculation Period'	This section of the KPI Table sets out the frequency which the Provider's performance against the KPI must be calculated in each KPI Report.
'Data source'	This section of the KPI Table sets out where data for calculating the Provider's performance against the KPI may be obtained.
'Measurement responsibility'	This section of the KPI Table sets out whether it is the Provider's responsibility, TfNSW's responsibility or a third party's responsibility to collect the necessary data required and to measure the Provider's performance against the KPI.
'KPI Report Due Date'	This section of the KPI Table outlines the date the Provider must provide each KPI report.
'Services'	This section of the KPI Table identifies what Services (CHSP, CTP) that the KPI applies to.

1.3 KPI Data Requirements

All data used to measure the Provider's KPI performance must comply with the definitions and requirements contained in this Schedule 9, Standard Terms and Conditions and any reporting templates TfNSW issue to the Provider.

2. KPI OBLIGATIONS

The Provider must comply with the following KPI obligations:

- (a) all KPIs outlined in this Schedule 9 must be reported on and monitored as outlined;
- (b) calculate and measure the Provider's performance against KPIs 1, 2 and 9 every month, note, the Provider will not be required to report their performance monthly;
- (c) calculate KPIs 3-8 (inclusive) every 6 months;
- (d) The Provider is only required to comply with and report on the KPIs as set out in the KPI Tables;
- (e) Subject to section 2(f), the Provider acknowledges that TfNSW may remove, change or add to the KPIs, by giving reasonable notice to the Provider. For KPIs added by TfNSW after the Commencement Date, non-compliance will not be a KPI Termination Event.
- (f) The Provider agrees that if Commonwealth policy regarding the amount of Fees to be recovered by service providers changes, TfNSW may change KPI 8 to reflect that change in policy upon 20 Business Days' notice in writing to the Provider.

3. KPI REPORTING AND ACTION PLANS

- (a) The Provider must provide TfNSW with a report regarding the Provider's performance against each of the KPIs set out in the KPI Tables in the KPI Reporting Period containing:

- (i) a table setting out both the numerical data required to calculate the Provider's performance against each KPI and the Provider's actual performance against the KPI in the relevant KPI Calculation Period(s) and, where applicable, the preceding 6 months;
 - (ii) commentary explaining any performance variations and performance trends;
 - (iii) where the KPI report shows a current KPI Default or KPI Negative Trend:
 - (A) an explanation of the KPI Default or KPI Negative Trend;
 - (B) a proposed KPI Action Plan; and
 - (C) where there has been a previous KPI Action Plan, a statement of what action has been taken under the KPI Action Plan and an explanation of any relationship between the KPI Action Plan and current performance.
- (b) The Provider must comply with all the steps and actions set out in a KPI Action Plan including any changes required pursuant to section 3(g) of this Schedule 9.
- (c) TfNSW may also write to the Provider and issue the Provider with TfNSW calculations of the Provider's performance against each KPI using the data available to TfNSW and require the Provider to issue the reports identified in 3(a)(ii) and 3(a)(iii) in respect of the KPIs identified by TfNSW, within 14 days.
- (d) The Provider must:
- (i) calculate the Provider's performance against each KPI in the manner specified in each KPI Table including by:
 - (A) collecting the necessary data throughout the KPI Reporting Period set out in the KPI Table;
 - (B) calculating the Provider's performance in the manner specified in the KPI Table;
 - (C) provide each KPI Report to TfNSW by the KPI Report Due Date (as set out in the KPI Table); and
 - (D) provide separate KPI reports regarding the Provider's delivery of the Services under the CHSP and CTP as specified in the relevant KPI table ('Services' section indicate the Services that KPI applies to).
- (e) The Provider must comply with any written directions TfNSW gives the Provider regarding the format or content of the Provider's KPI Reports.
- (f) The Provider must include such other information in the Provider's KPI reports as required by TfNSW from time to time.
- (g) TfNSW may require the Provider to make reasonable changes to any KPI Action Plan the Provider proposes.

- (h) Nothing in a KPI Action Plan derogates from the Provider’s responsibility to perform the Services as required by this Service Contract.

4. KPI BENCHMARKING

- (a) The Provider acknowledges and agrees that TfNSW may and is able to use the results of the Provider’s KPI Reports and other reports and data obtained from CTABS or alternative system Services data acquired to benchmark the Provider’s performance against other providers of transport services under the Programs and make the aggregated and anonymised results available to those other providers.
- (b) TfNSW may, in our absolute discretion, excuse the Provider’s from the need to comply with any KPI that TfNSW specify by notice in writing to the Provider, if TfNSW are satisfied of the Provider’s current performance in the relevant area when benchmarked against other providers of transport services under the relevant Program.

5. TERMINATION RIGHT FOR KPI BREACH

- (a) A ‘**KPI Termination Event**’ means the Provider has failed to meet a KPI 1 and/or 2 requirement outlined in the KPI Tables on three or more occasions within a 6 month period or on four or more occasions in a 12 month period, unless TfNSW is satisfied, acting reasonably, that any of those KPI failures have not been material or have arisen as a result of circumstances beyond the Provider’s reasonable control.
- (b) A failure to provide TfNSW with a KPI Report or a KPI Action Plan or failure to comply with a KPI Action Plan for any KPI including any changes required pursuant to section 3(g) above, will constitute a ‘Non-Compliance Event’.
- (c) Both a KPI Termination Event and Non-Compliance Event gives rise to a termination right under the Service Contract, as outlined in clause 25.1 of the Standard Terms and Conditions.

6. KPI TABLES

6.1 Safety

KPI 1 CONTRACT ASSET AND PROVIDER ASSET – MAJOR DEFECTS	
Description	This KPI aims to ensure that all Contract Assets and Provider Assets are properly maintained and do not have Major Defects which potentially impact reliability and safety.
KPI Specifications	Nil Major Defect notices for the KPI Calculation Period. A Major Defect notice that is appealed will apply to the KPI Calculation Period in which the appeal is finally determined (if the Major Defect Notice is upheld).
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021

	1 January 2022 to 30 June 2022
Calculation	Number of Contract Assets and Provider Assets deemed un-roadworthy by TfNSW
KPI Calculation Period	Each calendar month
Data source	Maintenance records; TfNSW
Measurement responsibility	The Provider, with selected audits to be undertaken by TfNSW
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP, CTP Services

KPI 2 PREVENTABLE ACCIDENTS	
Description	This KPI aims to ensure that all Service Assets are properly maintained and operated.
KPI Specifications	Nil Preventable Accidents
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021 1 January 2022 to 30 June 2022
Calculation	Number of Preventable Accidents during the KPI Calculation Period
KPI Calculation Period	Each calendar month
Data source	Accident reports, maintenance records, defect reports, reports provided to TfNSW, the Office of Transport Safety Investigations
Measurement responsibility	The Provider, with selected audits to be undertaken by TfNSW
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP CTP Services

6.2 Service Delivery

KPI 3 PERCENTAGE OF PASSENGER TRIPS DELIVERED TO ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLE	
Description	This KPI measures the proportion of Trips provided to Aboriginal and / or Torres Strait Islander people.
KPI Specifications	Increase in the proportion of Trips provided to Aboriginal and / or Torres Strait Islander people and their carers in each consecutive KPI Calculation Period.
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021 1 January 2022 to 30 June 2022
Calculation	100 x [Trips provided to Eligible Customers and their carers/ Total number of trips delivered in the KPI Calculation Period] Note: The Provider is required to include in the Provider's KPI Report separate figures for each Funding stream.
KPI Calculation Period	Every 6 months
Data source	From CTSP trip records
Measurement responsibility	The Provider, with selected audit to be undertaken by TfNSW
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP and CTP only

KPI 4 Provider Trip Performance	
Description	This KPI measures the proportion of Funded Trips delivered by the Provider.
KPI Specifications	Increase in the proportion of Funded Trips delivered in each consecutive KPI Calculation Period unless the Provider is delivering at least 100% of the Funded Trips.
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021 1 January 2022 to 30 June 2022
Calculation	100 x [Trips provided to Eligible Customers and their carers/ Total number of Funded Trips delivered in the KPI Calculation Period]

	Note: The Provider is required to include in the Provider's KPI Report separate figures for each Funding stream.
KPI Calculation Period	Each Calendar Month
Data source	From CTSP trip records
Measurement responsibility	The Provider, with selected audit to be undertaken by TfNSW
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP and CTP only

6.3 Customer Service

KPI 5 CUSTOMER COMPLAINT RESOLUTION	
Description	Measures the satisfactory closure of customer complaints within agreed time frames, from the time of receipt of the complaint by the Provider to the resolution and closure of the complaint
KPI Specifications	95% of complaints are resolved within 30 Business Days
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021 1 January 2022 to 30 June 2022
Calculation	100 x ((Complaints resolved within 30 Business Days during the KPI Calculation Period + anonymous complaints) / Total complaints received for the KPI Calculation Period))
KPI Calculation Period	Every 6 months
Data source	Complaints received by the Provider and complaints recorded in transport info line, if applicable
Measurement responsibility	The Provider, with selected audits to be undertaken by TfNSW
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP and CTP

6.4 Operational Efficiency

KPI 6 COST PER PASSENGER KILOMETRE - DIRECT	
Description	This measures the cost of each Passenger Kilometre – Direct delivered to Eligible Customers (including carers)
KPI Specifications	Decrease in each consecutive KPI Calculation Period
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021 1 January 2022 to 30 June 2022
Calculation	(Direct Costs and Indirect Costs of delivering Passenger Kilometres – Direct) / Passenger Kilometres - Direct
KPI Calculation Period	Every 6 months
Data source	Provider operational data, the Provider’s financial records and the Provider’s audited financial accounts
Measurement responsibility	The Provider, with selected audit by to be conducted by TfNSW
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP and CTP only

KPI 7 DIRECT v INDIRECT COSTS	
Description	This measures the proportion of the Funding and Fees the Provider spends on costs other than those associated with direct service delivery
KPI Specifications	Decrease in each consecutive KPI Calculation Period, unless the Provider’s Indirect Costs are 15% or less of the Provider’s Direct and Indirect Costs.
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021 1 January 2022 to 30 June 2022
Calculation	$100 \times [\text{Indirect Costs in the KPI Calculation Period} / (\text{Indirect Costs} + \text{Direct Costs in the KPI Calculation Period})]$
KPI Calculation Period	Every 6 months
Data source	The Provider’s financial accounts

Measurement responsibility	The Provider, with selected audit by to be conducted by TfNSW.
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP and CTP only

KPI 8 PERCENTAGE OF FUNDING COLLECTED IN FEES	
Description	This KPI measures the Fees recovered from Eligible Customers (in relation to Services provided under the CHSP and CTP Programs) compared to the proportion of CHSP and CTP Funding
KPI Specifications	The Fees recovered by the Provider from Eligible Customers for delivery of CHSP and CTP Services must increase each relevant KPI Calculation Period.
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021 1 January 2022 to 30 June 2022
Calculation	Fees collected from Eligible Customers in respect of the CHSP or CTP Services in the applicable KPI Calculation Period/ Total Funding paid to the Provider to deliver Services under the CHSP or CTP in the applicable KPI Calculation Period
KPI Calculation Period	Each 6 months
Data source	The Provider's financial records
Measurement responsibility	The Provider, with selected audits to be undertaken by TfNSW
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP and CTP only

6.5 Contract Compliance

KPI 9 REPORTING	
Description	This KPI aims to ensure that all reports required to be provided under this Service Contract are available to TfNSW within the agreed time frame. Any report which has material errors will be deemed not to have been received until a correct version is available.
KPI Specifications	100% within reporting requirements
KPI Reporting Period	1 January 2021 to 30 June 2021 1 July 2021 to 31 December 2021 1 January 2022 to 30 June 2022
Calculation	$100 \times (\text{Total number of reports presented within the required time frame in the KPI Calculation Period} / \text{total number of reports due to be presented in the KPI Calculation Period})$
KPI Calculation Period	Each calendar month
Data source	Reporting tools and records, including those held by TfNSW, Family and Community Services and Department of Social Services / Department of Health
Measurement responsibility	TfNSW
KPI Report Due Date	The last day of the second month following each reporting period (e.g. 28 February for the 1 July to 31 December reporting period)
Services	CHSP and CTP