

KPI SCHEDULE

1. KPI OVERVIEW

1.1 Definitions

CTABS KPI means a KPI identified as a CTABS KPI in a KPI Table.

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 clause 6 of this Schedule.

1.2 KPI Tables

The following table sets out how the KPI Tables included in this Schedule are to be interpreted:

THE NUMBER OF THE KPI and THE NAME OF THE KPI APPEARS HERE	
Description	This is a description of the KPI and how it is measured and calculated.
KPI	Specifies the minimum performance level you are required to achieve. All KPIs must be reported on and monitored. Breaches of KPIs 1 and 2 give us the right to terminate this Service Contract as set out in clause 5 of this Schedule and clause 23.2 and 23.3 of the Standard Terms and Conditions. A failure to provide us with a KPI Report or a KPI Action Plan or comply with a KPI Action Plan for any KPI will constitute a Non-Compliance Event which may result in us taking action under clause 23.1 of the Standard Terms and Conditions.
KPI Reporting Period	Specifies the period over which you must measure the relevant data for each report and the time period each report must cover.
Calculation	Sets out how your performance against the KPI is calculated.
KPI Calculation Period	Sets out the timeframe over which your performance against the KPI must be calculated in each KPI Report. You will be required to calculate and measure your performance against KPIs 1, 2 and 10 every month, however you will not be required to report your performance as frequently. For all other KPIs the KPI Calculation Period is 6 months.

Data source	Sets out acceptable sources from which the data for calculating your performance against the KPI may be obtained.
Measurement responsibility	Sets out whether it is your responsibility, our responsibility or a third party's responsibility to collect the necessary data and measure your performance against the KPI.
KPI Report Due Date	Specifies the date by which each report must be provided.
CTABS KPI	Identifies whether the KPI is a CTABS KPI.
Services to Which the KPI Applies	Identifies whether you are required to comply with the KPI in respect of the CHSP, CCSP, CTP or Travel Training Services.

1.3 KPI Data Requirements

All data used to measure your KPI performance must comply with the definitions and requirements contained in this Schedule and the Standard Terms and Conditions and any reporting templates we provide to you.

2. THE EXTENT OF YOUR KPI OBLIGATIONS

- (a) If a KPI Table indicates that you are only required to comply with a particular KPI in your delivery of the CHSP and CTP Services, you are still required to provide us with a KPI Report regarding your performance against the KPI in your delivery of the CCSP Services which contains the information set out in clause 3(a)(i) - (ii) of this Schedule.
- (b) You are only required to comply with and report on the KPIs from 1 January 2017.
- (c) You are only required to comply with and report on the CTABS KPIs from the date we notify you in writing that you must comply with the CTABS KPIs, which will be a date after either:
 - (i) the installation and satisfactory testing of CTABS in your organisation; or
 - (ii) we are satisfied that you have in place an alternative system for collecting the data required to measure your performance against the CTABS KPIs at the standard required by us.
- (d) You acknowledge that we may remove, change or add to the KPIs, by giving reasonable notice to you. With regards to any KPIs we add after the Commencement Date, we have no right to make the consequence for not complying with any such KPIs a KPI Termination Event.

3. KPI REPORTING AND ACTION PLANS

- (a) You must provide us with a report regarding your 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 your performance against each KPI and your actual performance against the KPI in the relevant KPI Calculation Period(s) and, where applicable, the preceding 6 months;
 - (ii) a 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) You must comply with the steps and actions set out in a KPI Action Plan including any changes required pursuant to clause 3(g) of this Schedule.
- (c) We may also write to you and provide you with our calculations of your performance against each KPI using the data available to us and require you to provide the reports identified in 3.2 (a) (ii) to (v) in respect of the KPIs identified by us, within 14 days.
- (d) You must:
- (i) calculate your 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 your performance in the manner specified in the KPI Table; and
 - (ii) provide each KPI Report to us by the KPI Report Due Date (as set out in the KPI Table);
 - (iii) provide separate KPI reports regarding your delivery of the Services under the CHSP, CTP and CCSP as specified in the relevant KPI table (see 'services to which the KPI applies').
- (e) You must comply with any written directions we give you regarding the format or content of your KPI Reports.
- (f) You must include such other information in your KPI reports as required by us from time to time.
- (g) We may require you to make reasonable changes to any KPI Action Plan you propose.

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

4. KPI BENCHMARKING

- (a) You acknowledge that we will use the results of your KPI Reports and other reports and data obtained from CTABS to benchmark your performance against other providers of transport services under the Programs and make the aggregated and anonymised results available to those providers.
- (b) We may, in our absolute discretion, excuse you from the need to comply with any KPI we specify by notice in writing to you, if we are satisfied of your current performance in the relevant area when benchmarked against other providers of transport services under the relevant Program.

5. BREACHES OF KPIS 1 AND 2 MAY LEAD TO TERMINATION OF THIS SERVICE CONTRACT

It will constitute a KPI Termination Event under this Service Contract if you fail to meet KP 1 and/or 2 on 3 or more occasions within a 6 month period or on 4 or more occasions in a 12 month period, unless we are satisfied, acting reasonably, that any of those failures have not been material or have arisen as a result of circumstances beyond your control.

6. KPI TABLES

6.1 Safety

KPI 1 OWNED ASSET – MAJOR DEFECTS	
Description	This KPI aims to ensure that all Owned Assets are properly maintained and do not have Major Defects which potentially impact reliability and safety. In this KPI: Major Defect is defined as a defect identified in regular and random inspections by RMS as a major defect not immediately resulting from a road accident, which must be rectified immediately and prior to driving or using the Owned Asset.
KPI	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 2017 to 30 June 2017 1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
Calculation	Number of Owned Assets deemed unroadworthy by RMS

KPI Calculation Period	Each calendar month
Data source	Maintenance records; RMS
Measurement responsibility	You, with selected audit by us
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	No
Services to Which the KPI Applies	CHSP, CCSP and CTP Services

KPI 2 PREVENTABLE ACCIDENTS	
Description	This KPI aims to ensure that all Service Assets are properly maintained and operated. In this KPI: Preventable Accidents is defined as an accident occurring in the delivering of the Services that is caused by : <ul style="list-style-type: none"> • poor maintenance (such as wheels falling off, fire, fluid leaks); • driver failure to follow proper procedures (such as failure to engage the handbrake resulting in a runaway Service Asset) • failure to perform adequate maintenance; or • driver at fault.
KPI	Nil Preventable Incidents
KPI Reporting Period	1 January 2017 to 30 June 2017 1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
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 RMS, the Office of Transport Safety Investigations and us
Measurement responsibility	You, with selected audit by us
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	No
Services to Which the KPI	CHSP, CCSP and CTP Services

Applies	
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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. It will be phased in over a six-month period. First, TfNSW will be working with CTSPs to form an engagement plan with actions to improve services. Then the KPI will take effect from 1 July 2017.
KPI	Increase in the proportion of Passenger Trips provided to Aboriginal and / or Torres Strait Islander people and their carers in each consecutive KPI Calculation Period.
KPI Reporting Period	1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
Calculation	$100 \times \left[\frac{\text{Passenger Trips provided to Eligible Customers and their carers}}{\text{Total number of trips delivered in the KPI Calculation Period}} \right]$ <p>Note: You are required to include in your KPI Report separate figures for each funding stream.</p>
KPI Calculation Period	Every 6 months
Data source	From CTSP trip records or CTABS when it is implemented in your service.
Measurement responsibility	You, with selected audit by us
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	Phased as your service installs CTABS
Services to Which the KPI Applies	CHSP and CTP only

6.3 Customer Service

KPI 4 CUSTOMER COMPLAINT RESOLUTION	
Description	Measures the satisfactory closure of customer complaints within agreed time frames, from the time of receipt of the complaint by you to the resolution and closure of the complaint
KPI	95% of complaints are resolved within 30 Business Days
KPI Reporting Period	1 January 2017 to 30 June 2017 1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
Calculation	$100 \times ((\text{Complaints resolved within 30 Business Days during the KPI Calculation Period} + \text{anonymous complaints}) / \text{Total complaints received for the KPI Calculation Period})$
KPI Calculation Period	Every 6 months
Data source	Complaints received by you and complaints recorded in transport info line if applicable
Measurement responsibility	You, with selected audit by us
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	No
Services to Which the KPI Applies	CHSP, CCSP, CTP and Travel Training Services

KPI 5 PERCENTAGE OF TRIPS – DIRECT DELIVERED AGAINST THE NUMBER OF TRIPS – DIRECT BOOKED	
Description	Measures the proportion of booked Trips you deliver
KPI	98.5% of booked Trips are delivered
KPI Reporting Period	1 January 2017 to 30 June 2017 1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
Calculation	$100 \times ((\text{Number of Trips - Direct booked for Eligible Customers (including carers) that were not delivered in the KPI Calculation Period (excluding those cancelled by those Eligible Customers)} / \text{Total})$

	number of Trips – Direct delivered in the KPI Calculation Period)
KPI Calculation Period	Every 6 months
Data source	Your operational records and CTABS
Measurement responsibility	You, with selected audit by us
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	No
Services to Which the KPI Applies	CHSP, CCSP and CTP Services

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	Decrease in each consecutive KPI Calculation Period
KPI Reporting Period	1 January 2017 to 30 June 2017 1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
Calculation	Direct Costs and Indirect Costs of delivering Passenger Kilometres – Direct /Passenger Kilometres - Direct
KPI Calculation Period	Every 6 months
Data source	CTABS or other operational data, your financial records and your audited financial accounts
Measurement responsibility	You, with selected audit by us
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	Yes
Services to Which the KPI Applies	CHSP and CTP only

KPI 7 DIRECT v INDIRECT COSTS	
Description	This measures the proportion of the Funding and Fees you spend on costs other than those associated with direct service delivery
KPI	Decrease in each consecutive KPI Calculation Period, unless your Indirect Costs are 15% or less of your Direct and Indirect Costs.
KPI Reporting Period	1 January 2017 to 30 June 2017 1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
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	Your financial accounts
Measurement responsibility	You, with selected audit by us
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	No
Services to Which the KPI Applies	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	The Fees recovered by you from Eligible Customers for delivery of CHSP and CTP Services must increase each relevant KPI Calculation Period and reach an amount equal to at least 15% of the Funding you are paid to deliver those Services under the CHSP or CTP by 30 June 2018. Note: The parties agree that if Commonwealth policy regarding the amount of fees to be recovered by service providers changes, TfNSW may change this KPI to reflect that change in policy upon 20 Business Days' notice in writing to you.

KPI Reporting Period	1 January 2017 to 30 June 2017 1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
Calculation	Fees collected from Eligible Customers in respect of the CHSP or CTP Services in the applicable KPI Calculation Period / Total Funding paid to you to deliver Services under the CHSP or CTP in the applicable KPI Calculation Period
KPI Calculation Period	Each 6 months
Data source	Your financial records
Measurement responsibility	You, with selected audit by us
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	No
Services to Which the KPI Applies	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	100% within reporting requirements
KPI Reporting Period	1 January 2017 to 30 June 2017 1 July 2017 to 31 December 2017 1 January 2018 to 30 June 2018
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 us, FACS and DSS / DoH
Measurement	Us

responsibility	
KPI Report Due Date	The last day of the month following each reporting period (e.g. 31 January for the 1 July to 31 December reporting period)
CTABS KPI	No
Services to Which the KPI Applies	CHSP, CCSP, CTP and Travel Training Services