

EXTRACT OF SCHEDULE 6 PAYMENT AND PERFORMANCE MONITORING

Part 2

Performance Monitoring

1.1 Performance Monitoring System

The Authority will monitor the performance of the Contractor against the Services Specification and the Service Delivery Proposals. Those documents use the following structure to provide the Contractor with the requirements and Performance Standards of the Authority.-

Required Outcome	Provides a high level view of the outcome and context of the requirements of the Authority which the Contractor shall meet.
Performance Standards	A list of standards that relate to the output that the Contractor shall meet including those covered by regulations, Legislation, British Standards etc. that must be complied with by the Contractor for the Services Specification to be met.
Reporting Requirements	This details the reporting requirements which the Contractor shall meet in relation to the specified Performance Standard.

1.2 Measurement

The monitoring and measurement of the Contractor's achievement of the Performance Standards laid out in the Services Specification and the Service Delivery Proposals shall be measured in accordance with the Reporting Requirements for each of the Performance Requirements.

1.3 Reporting

The Contractor is obliged to report on its own performance in accordance with this Agreement and in particular with Section 1.17.3 (Other Reporting) of Schedule 1.

1.4 General Monitoring issues

1.4.1 To assist the effective monitoring of the Services, the Contractor is required to provide information reports on all areas covered by the Services as set out in paragraph 1.17 of Schedule 1.

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- 1.4.2 The Contractor will also be expected to provide other reports to the Authority's Executive Director for Strategic Commissioning, as requested.
- 1.4.3 As well as statistical reports there will also be a regular programme of site visits (both unannounced and pre arranged) by appointed officers of the Authority. The Authority's Representative on such visits will be looking to ensure that all aspects of the operation are reviewed. This checklist will include staffing, cleanliness, health & safety issues and customer satisfaction. An example of issues to be checked/reviewed is attached (Appendix A).
- 1.4.4 All Facilities will be required to have customer liaison groups consisting of members of the public and representatives from the resident clubs which the Authority's Representative will have the right (but shall not be required) to attend to represent the Authority.

1.5 Communication with the Contractor

- 1.5.1 The Contractor will be expected to attend quarterly meetings (Core meetings) with officers of the Authority to present regular reports, discuss operational issues and review the monitoring reports and the provision of the Services
- 1.5.2 The agenda for the Core meetings will include some or all of the following elements - example agenda (Appendix B) -
- Key Performance Indicators
 - Update on outcome targets
 - Membership figures
 - Programmes of activity
 - Asset issues
 - Update on Investment Proposals
 - Customer/ Non- user Survey reports
 - Analysis on Compliments/ Complaints
 - Default/ Complaint Notices
 - Results of Quality/ Quest Audits
 - Financial Appraisals
 - Health & Safety reports
- 1.5.3 The Contractor's Representative, will also be expected to attend meetings in relation to the Agreement these to be agreed between the Authority and Contractor as and when required giving sufficient notice.

2 Default in performance

- 2.1 Throughout the Contract Period, the performance of the Contractor in providing the service will be monitored to measure achievement of any Performance Standard as well as attainment of Key Performance Indicators. Failures to provide the Service to an acceptable standard (**Performance**

Schedule 6

Failures) will be allocated levels of seriousness from Level 1 up to Level 3

2.1.1 Level 1

Serious problems or omissions which create a significant level of inconvenience, unpleasantness or disruption to the Service. To be rectified, or rectifying action to be initiated, within 24 hours of the issue of the complaint notice.

Examples include: failure to comply with cleaning standard where the effect is more than merely visual – unpleasant odours.

2.1.2 Level 2

Very serious problems or omissions which create an unacceptably high level of inconvenience, unpleasantness, disruption and are a potential hazard to safety, health or hygiene. To be rectified, or rectifying action to be initiated within one hour of the issue of the complaints notice.

Examples include: water and/or air temperatures not to specification, chemical balance of water incorrect, pool water cloudy.

2.1.3 Level 3

Problems or omissions of the utmost seriousness creating an immediate high risk to health, safety or the well being of staff or users, requiring either immediate rectification or the withdrawal from use of equipment or closure of all or part of the Facility. In this instance, the complaint notice will be bypassed and a default notice issued immediately..

Examples include: insufficient pool lifeguards on poolside, other safeguarding issues, unqualified staff on poolside coaching fitness classes or preparing food, damaged or unserviceable equipment in use, unhygienic levels of cleanliness in food preparation areas, breach of health and safety rules

3 Key Performance Indicators

Key Performance Indicators will be monitored and failure to meet a Key Performance Indicator ("**KPI Failure**") will be allocated levels of seriousness from Level A up to Level C; a Level A KPI Failure is indicative of poor performance, a Level B KPI Failure is indicative of management failure and a Level C KPI Failure is indicative of total failure to deliver the Authority's objectives. A repeat of a KPI Failure within one Contract Year of an earlier KPI Failure in respect of the same Key Performance Indicator will result in the escalation of the level of seriousness of that repeated KPI Failure to the next Level.

Schedule 6

4 **Complaints notice**

On each occasion that a Performance Failure at Level 1, or Level 2 is noted, a complaints notice (example Appendix C) will be issued to the Contractor detailing the nature of the Performance Failure the level of seriousness allocated to it, and the time limit within which the Performance Failure must be rectified. Should the Contractor fail to remedy the Performance Failure within the specified time limit or where the Performance Failure is Level 3 the Authority may issue a Default Notice (example Appendix D).

5 **Default notice**

On each occasion that a KPI Failure at Level A or Level B is noted, a complaints notice (example Appendix C) will be issued to the Contractor detailing the nature of the KPI Failure the level of seriousness allocated to it, and the time limit within which the KPI Failure must be rectified. Should the Contractor fail to remedy the KPI Failure within the specified time limit or where the KPI Failure is at Level C the Authority may issue a Default Notice (example Appendix D)

6 **Consequence of complaints notice**

(Subject to paragraph 8) in any Payment Period falling in any Contract Year after the first Contract Year the Authority shall be entitled to deduct £300 from the next Monthly Payment in respect of each Performance Failure or KPI Failure the subject of a complaints notice issued in the previous Payment Period that is not remedied as required by the relevant complaints notice.

7 **Consequence of Default Notice**

(Subject to paragraph 8) in any Payment Period falling in any Contract Year after the first Contract Year the Authority shall be entitled to deduct £5,000 from the next Monthly Payment in respect of each Performance Failure or KPI Failure the subject of a Default Notice issued in the previous Payment Period. If, after the first Contract Year, three Default Notices are issued in any 12 month period that will constitute Contractor Default.

8 **Maintenance defect**

If the Contractor is able to demonstrate that the Performance Failure or KPI Failure that gave rise to the issue of a complaint notice or a Default Notice was attributable to any failure of the Authority to comply with the provisions of Schedule 11 (Maintenance) or was attributable to maintenance being carried out at the Facility concerned by or on behalf of the Authority or was otherwise attributable to a need to close all or part of a Facility to protect the health and safety of Users then the relevant complaints notice or Default Notice shall be void.

Schedule 6

	Performance Criteria	KPI Failure Level	Rectification period	Specification Reference	Monitoring Frequency (times/year)	Exceptions / Notes
1.	The Contractor ensures that access to swimming pools is provided to all local schools under a statutory duty to provide swimming lessons	C	24 hours	1.9	On occurrence	Except where the relevant pool is closed for maintenance
2.	The Contractor uses suitably trained and qualified staff to provide the Services and meets the Disclosure and Barring Scheme as required by legislation	C	Immediate	1.27	On occurrence	
3.	Meeting rooms are charged for at no more than on a cost recovery basis when used by town or parish councils	C	Immediate	1.16	On occurrence	
4.	A comprehensive swimming programme is provided to meet the demand for Learn to Swim	C	Three months	1.20	Monthly	Facilities with pools only
5.	The Contractor allows full and appropriate community access to and participation in the Facilities and activities therein	C	Three months	1.3	annual	
6.	Quest accreditation is maintained at its current level	C	Twelve months	1.6	On occurrence	Excluding Barony Park Sports Complex
7.	There is a 1% annual rise in adult participation (attendances) in physical activity, sport and active recreation.	C	Six Months	1.7	Annual	
8.	There is a 1% annual rise in children and young people aged 16	C	Six months	1.7	Annual	

Schedule 6

	Performance Criteria	KPI Failure Level	Rectification period	Specification Reference	Monitoring Frequency (times/year)	Exceptions / Notes
	years and under participating (attending) in physical activity, sport and active recreation.					
9.	There is a 1% annual rise in participation (attendances) by adults and children with a registered disability in physical activity, sport and active recreation.	C	Six months	1.7	Annual	
10.	The Contractor keeps all Facilities open during Minimum Opening Hours	C	20 minutes	1.19	Daily	
11.	Overall User satisfaction with the Services as measured in annual customer surveys carried out by the Contractor does not fall below User satisfaction as last measured	C	Annual		Annual	
12.	The Contractor ensures the Authority is aware of all major incidents within 12 working hours of occurrence	B	Immediate	1.17.2	On occurrence	
13.	Having achieved the Level 2 ('Registered') IFI Mark for each of the Facilities that level is maintained at the relevant Facility throughout the Contract Period.	B	Twelve months	1.6		Excluding Crewe Pool
14.	There is an annual increase in the number of volunteering hours in leisure and wider community settings and support	B	Twelve months	1.7	Annual	

Schedule 6

	Performance Criteria	KPI Failure Level	Rectification period	Specification Reference	Monitoring Frequency (times/year)	Exceptions / Notes
15.	The Contractor shall operate and administer a comprehensive and effective User comments and feedback system	B	Three months	1.13	Daily	
16.	The Contractor shall operate and administer a comprehensive and effective User complaints and feedback system	B	Three months	1.13	Daily	
17.	The Contractor shall ensure the Facilities are "visibly clean" at all times.	A	24 hours	1.12	Daily	
18.	The Contractor shall provide a comprehensive customer service charter	A	Three months	1.13	Daily	
19.	The Contractor shall manage Shared Use Facilities in accordance with the relevant Shared Use Agreement	A	24 hours		On occurrence	

Appendix A
Indicative Monitoring of Leisure Centre Facilities & Example of Monitoring Visit Proforma

Weekly – unannounced visits to all sites & special events (various times of the day including early mornings & evenings & weekends)

Cleanliness & Presentation of facility

Visual management (posters, signage etc)

Faults/minor maintenance

Check programme

Paperwork – pool test sheets, accident forms, CCB, correspondence, FRB, survey results

Staffing levels

Quality/Quest/Chartermark updates

Compliance with two tier workforce regulations

Standard of sports equipment

Quarterly - pre-arranged visits to all sites on a rotational basis

Maintenance

Decoration

Planned & unplanned maintenance

Yearly programme update

Plant/mechanical DDA compliance

Quarterly – Formal meetings with trust representatives to review contract progress

Half-yearly – pre-arranged visits to all sites to review Health & Safety including representatives from recognised trade unions

COSHH

PPE

Fire Alarms/Emergency lighting

Staff Training records

Accident form review

Safety Management systems

Risk assessments

Fire Extinguisher servicing

Examination of records, equipment, installations, processes and procedures relating to hygiene, public health and Health & Safety

Example of Monitoring Visit Proforma

Centre: _____

Date: _____

Assessor: _____

Time: _____

Representative _____ of _____ Centre _____ in _____ attendance/on duty: _____

General	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
Entrance to site is clean & Presentable				
Correct programme is running				

Schedule 6

Customer comment cards are available & process being completed				
All clocks show the correct time				
All lights are working				
Hand driers are working				
Vending machines are full, clean & working				
Seating is in good condition				
Showers & hand basins have not water				
Radiators are working and building is Sufficiently heated				
Individual areas are to the required environmental levels				
No outstanding maintenance items				

Health & Safety

Appropriate PPE is being worn by Staff				
Adequate precautions are being taken to protect staff, customers and contractors				
Suitable chemicals are being used & Stored correctly				
Slip/trip hazards are not present				
Quarantine store is being correctly Used				
Equipment is being stored and used Correctly				
Staff are trained in the correct use of Equipment				
Faults have been recorded and actioned				
Sports equipment is in good condition				

Schedule 6

Visual Appearance	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
The Reception desk is tidy and contains up to date information				
Posters are up to date and appropriate for display				
Leaflet racks are full with up to date Material				

Cleanliness

Visual Appearance	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
Glass is clean				
No litter				
Toilet rolls & soap in all toilets				
Drain covers are clear				
Litter bins are not full				
All areas are swept, mopped, ledges Are dust free, mirrors are clean				
Reception Area				
Male toilets				
Female toilets				
Wet changing rooms				
Male changing rooms				
Female changing rooms				
Swimming Pool				
Teaching Pool				
Shapes/Fitness Room				

Schedule 6

Sports Hall				
Squash Courts				
Bar				
Creche				
Ancillary Room				
Corridors				

Paperwork

Pool tests are carried out, up-to-date and within parameters				
Accident book				
Correspondence file				
Fault report book				
Cleaning check list				
Audit trails are clear				

Staff	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
Staff are in uniform, smart and distinctive				
Managers & receptionists are Wearing name badges				
Staff have appropriate qualifications				
Facility Management board is up to Date				
Sufficient staff are on duty				

Schedule 6

Customer Satisfaction	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
Customer comment book				
Survey results				

Specimen Agenda for Quarterly Core Meetings

1. Apologies for absence
2. Minutes of previous meeting
3. ESAR report
 - Previous monthly performance update
 - Everybody healthy update
 - Membership figures
 - Events
4. Monitoring results
 - Visits
 - Feedback from Customers
 - Complaint/Default notices
5. Marketing
6. Health & Safety
7. Building Maintenance
 - Planned Programme
8. A.O.B.
 - Variations to contract
 - New initiatives
 - Programme changes
 - Survey results

Everybody Sport and Recreation Limited
Complaints Notice

Complaints Notice No _____

Date _____

Reference _____

Descripti on						
Addition		Substitutio n		Alteration		
Omission		Method		Timing		
Permane nt		One-off job				
Works to be completed by						

Signed _____ for the Authority
 Signed _____ for the Contractor

Appendix D

Everybody Sport & Recreation Ltd

Default Notice

Date _____ Reference No _____ Notice Number _____

Complaint Notice cross ref. _____ Any Previous Default Notice No _____ (if applicable)

Four Week Period Week Ending _____ Specified date for Rectification _____

Level _____ of

Seriousness _____

I hereby give notice under Clauseof the Contract that:

1. Defective work specified on Complaint Notice No___ has not been completed in accordance with the Contract by the date mentioned in the Complaint Notice.
2. The following Service pursuant to the Contract has not been completed in accordance with the Contract .

Delete option not applicable *

No.	Location	Nature of Failure	Value	Level

Date _____ Signed _____

_____ Designation Director of Strategic Commissioning as defined by the Contact

The defective work was not completed but an extension of time allowed at the same level. New rectification date _____

Date _____ Signed _____

Default Notice issued (date) _____

Date _____ Signed _____

Schedule 6