



He Kaupare. He Manaaki.
He Whakaora.
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SERVICE SCHEDULE FOR VEHICLE MODIFICATION SERVICES

CONTRACT NO: _____

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING VEHICLE MODIFICATION SERVICES

- 1.1 The term for the provision of Vehicle Modification Services (the Service) is the period from 1 July 2025 (Start date) until the close of 30 June 2028 (End date) or such earlier date upon which the Contract is lawfully terminated or cancelled.
- 1.2 Prior to the End date, the parties may agree in writing to extend the Term of this Contract for a maximum of two further terms of two years each. Any decision to extend the Term of the Contract will be based on:
 - 1.2.1 the parties reaching agreement on the extension in writing prior to the End date;
 - 1.2.2 ACC being satisfied with the Supplier's performance and delivery of the Services; and
 - 1.2.3 all other provisions of this Contract either continuing to apply during such extended Term(s) or being re-negotiated to the satisfaction of both parties.
- 1.3 There is no obligation on the part of ACC to extend the Term of this Contract, even if the Supplier has satisfactorily performed all the Services.

2. SERVICE LOCATION (PART B, CLAUSE 4)

- 2.1 The Supplier will deliver the Service nationally.

3. SERVICE COMPONENTS

- 3.1 The Supplier must provide:
 - 3.1.1 Level 1 Vehicle Modifications; **or**
 - 3.1.2 Level 1 & 2 Vehicle Modifications; **or**

3.1.3 Level 1, 2 & 3 Vehicle Modifications; **or**

3.1.4 Level 1, 2 & 3 Vehicle Modifications and Vehicle Sourcing (Part C).

4. SPECIFIED SERVICES (PART B, CLAUSE 3)

4.1 The Supplier, holding a valid Purchase Order (unless otherwise indicated below) may invoice ACC using the following service item codes: **[Note to Contract Admin: remove any unnecessary codes to reflect 3.1]**

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VEHSPEC	Modification Specification and Quotation	<p>The time taken by the Supplier (up to a maximum of 8 hours) to develop a Modification Specification and Quotation when the Quotation is for either a:</p> <ul style="list-style-type: none"> • Level 3 Vehicle Modification; or • Complex Level 2 Vehicle Modification as defined in the Operational Guidelines. <p>Includes time spent working with the Transport for Independence Assessor and the Client.</p> <p>Does not include engineering and/or CAD design work, the cost of which would be included in the Quotation.</p> <p>No purchase order required.</p>	\$125.46	Per hour
VEHMOD1	Level 1 modification	All parts and labour costs, including all administration (except time taken to develop a Modification Specification and Quotation) and overheads to modify a vehicle with a Level 1 Vehicle Modification.	Cost Plus	Per modification per Quotation
VEHMOD2	Level 2 modification	All parts and labour costs, including all administration (except time taken to develop a Modification Specification and Quotation) and overheads to modify a vehicle with a Level 2 Vehicle Modification.	Cost Plus	Per modification per Quotation
VEHMOD3	Level 3 modification	All parts and labour costs, including all administration (except time taken to develop a Modification Specification and Quotation) and overheads to modify a vehicle with a Level 3 Vehicle Modification.	Cost Plus	Per modification per Quotation
VEHREP	Repair of disability modifications	Repairing ACC funded vehicle modifications. Does not include any mechanical repairs.	Cost Plus	Per repair

Table 2 - Service Item and Price – Part C Only

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VEHPUR	Purchase of vehicle for modification	The purchase of a vehicle for the purpose of modifying it as a disability vehicle for an ACC approved Client. Includes the vehicle, shipping and taxes as paid. Part C, clause 11 only.	Cost Plus	Per vehicle per Quotation

5. PRICE REVIEW

5.1 ACC may review pricing when, at ACC’s sole discretion, ACC considers that a review is necessary. The factors that ACC may take into account during a review include, but are not limited to:

- 5.1.1 general inflation;
- 5.1.2 changes in service component costs; and
- 5.1.3 substantial changes in the market.

5.2 If, following a review, ACC finds that the factors it took into account have not had a significant impact on price, the prices will remain unchanged.

5.3 If ACC provides a price increase, the Supplier must agree to any adjustment in writing. Any agreed price increase will take effect from a date specified by ACC.

6. RELATIONSHIP MANAGEMENT (STANDARD TERMS AND CONDITIONS CLAUSE 11)

6.1 The Supplier must:

- 6.1.1 nominate a person as their Relationship Manager to be the main contact with ACC for all operational issues relating to the provision of this Service;
- 6.1.2 inform ACC of the name and contact details of the Relationship Manager in writing within 5 Business Days from the Start Date; and
- 6.1.3 inform ACC in writing within 5 Business Days of any change in the Relationship Manager.

6.2 To ensure the continuing effective operation of the service, working relationships are to be maintained as defined in Table 3 - Relationship Management.

Table 3 - Relationship Management

Level	ACC	Supplier
Client	Recovery Team / Recovery Team Member	Individual staff or operational contact

Level	ACC	Supplier
Relationship and performance management	Engagement and Performance Manager	Operational contact/ National Manager
Service management	Portfolio Team or equivalent	National Manager

7. ASSOCIATED DOCUMENTS

- 7.1 The Supplier and ACC must operate this Service in accordance with:
- 7.1.1 ACC's Standard Terms and Conditions (although the parties acknowledge that, as the Supplier is not a health practitioner, not all of the law and regulations specified in clause 8.1(a) of the Terms and Conditions apply to the Supplier);
 - 7.1.2 this Service Schedule;
 - 7.1.3 the Vehicle Modification Services' Operational Guidelines (available on ACC's website); and
 - 7.1.4 the Vehicle Technical Panel's Terms of Reference if the Supplier is contracted to provide Services under Part C of this Service Schedule.
- 7.2 ACC may amend the Operational Guidelines from time to time in consultation with the Supplier.
- 7.3 If there is any inconsistency or conflict between this Service Schedule and the Operational Guidelines, this Service Schedule takes precedence.

8. ADDRESSES FOR NOTICES (STANDARD TERMS AND CONDITIONS, CLAUSE 23)

NOTICES FOR ACC TO:

ACC Health Procurement (for deliveries)
Justice Centre
Level 11
19 Aitken Street
Wellington 6011
P O Box 242 (for mail)
Wellington 6140
Marked: "Attention: Procurement Specialist"
Phone: 0800 400 503
Email: health.procurement@acc.co.nz

NOTICES FOR SUPPLIER TO:

Marked: "Attention: _____, _____"
Phone: _____
Mobile: _____
Email: _____

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B. SERVICE SPECIFICATIONS FOR VEHICLE MODIFICATION SERVICES

1. PURPOSE

- 1.1 The purpose of the Service is to modify vehicles for use by Clients who have been assessed as needing a disability modified vehicle.

2. SERVICE OUTCOME

- 2.1 The Client (or if applicable, their family, whānau and caregivers) has access to a modified vehicle that maximises the Client's transport independence.

3. SERVICE OBJECTIVES

- 3.1 ACC will measure the success of this Service based on the following objectives:
 - 3.1.1 the Client (or if applicable, their family, whānau or caregiver) receives a modified vehicle that can be legally driven on New Zealand roads;
 - 3.1.2 the Transport for Independence (TFI) Assessor is satisfied that the modified vehicle meets the:
 - 3.1.2.1 agreed Modification Specification; and
 - 3.1.2.2 the Client's assessed needs in relation to a modified vehicle.
 - 3.1.3 the Client (or if appropriate, their family, whānau or caregiver) is satisfied:
 - 3.1.3.1 that the modified vehicle meets their injury-related needs; and
 - 3.1.3.2 with the service they received from the Supplier.
 - 3.1.4 the vehicle modification is completed in accordance with the accepted Quotation; and
 - 3.1.5 the vehicle modification is completed promptly in accordance with the timeframes specified in the Operational Guidelines.

4. SERVICE LOCATION OR SPECIFIC AREA

- 4.1 The Supplier will modify the vehicle at a site that it determines is appropriate and in accordance with Industry Practice.

5. VEHICLE MODIFICATION LEVELS

- 5.1 The Supplier must provide Services specified in clause 3 of Part A.
- 5.2 The Vehicle Modification levels are described in Appendix C. In summary, they are categorised as a modification of a vehicle that enables a Client to:
- 5.2.1 **Level 1 Low complexity** – transfer into the vehicle where they will travel in the vehicle’s fixed seat as a passenger or as a driver of the vehicle.
 - 5.2.2 **Level 2 Moderate complexity** – remain seated in their wheelchair to enter, exit and travel in the vehicle, and where there is no modification of the vehicle’s structure.
 - 5.2.3 **Level 3 High complexity** – remain seated in their wheelchair to enter, exit, travel and access the driver position and/or the front/rear passenger position unassisted, and where there is modification to the vehicle’s structure.

6. SERVICE REQUIREMENTS

Parties

- 6.1 The delivery of a modified disability vehicle involves four key parties:
- 6.1.1 the **Client**, including the needs of their family, whānau and caregivers who need to travel with them (as appropriate);
 - 6.1.2 the **TFI Assessor** who advises and makes recommendations to ACC;
 - 6.1.3 the **Supplier**, who modifies the vehicle; and
 - 6.1.4 **ACC** who is the decision maker.

Note: Further information on the responsibilities of each party is outlined in the Operational Guidelines.

Stages

- 6.2 The vehicle modification process includes the following six stages:
- 6.2.1 **Assessment** of the Client’s transport need by the TFI Assessor.
 - 6.2.2 The Supplier receives a request for a **Modification Specification and Quotation** for the Vehicle Modification.
 - 6.2.3 **ACC approval** of the Quotation.
 - 6.2.4 **Vehicle Modification** undertaken by the Supplier, in accordance with the Quotation.

- 6.2.5 **Completion and Handover** of the modified vehicle by the Supplier and TFI Assessor to the Client.
- 6.2.6 **Post-Delivery Refinement** of the Vehicle Modification by the Supplier.

Note: Further information on the six stages is outlined in the Operational Guidelines.

Eligibility

- 6.3 ACC will determine a Client's eligibility for a modified vehicle prior to referring the Client to the TFI Assessment Service.

Request / Referral

- 6.4 The Vehicle Modification Services will commence on receipt by the Supplier when a request is received from:
 - 6.4.1 a TFI Assessor to provide the Modification Specification and a Quotation for an eligible Client; or
 - 6.4.2 a TFI Assessor or ACC to provide a Quotation for repairs to a modified vehicle.
- 6.5 The Supplier acknowledges that a request for a Quotation from the TFI Assessor does not guarantee the Supplier will be provided with an ACC issued Purchase Order.

Preparing the Quotation

- 6.6 The Quotation summarises the Modification Specification and the cost to deliver the Vehicle Modification.
- 6.7 If the Supplier receives a request to provide a Quotation, the Supplier must:
 - 6.7.1 in order to develop the Quotation, collaborate with, and advise, the TFI Assessor and Client (where appropriate), on suitable vehicle makes, models, features and modifications required, and ensure that:
 - 6.7.1.1 the Client has a choice of solutions and costs, where possible; and
 - 6.7.1.2 the recommended vehicle and Vehicle Modifications will meet the Client's assessed injury-related transport need;
 - 6.7.2 ensure that the Modification Specification that is attached to the Quotation:
 - 6.7.2.1 is suitable for its intended purpose;
 - 6.7.2.2 complies with all relevant standards and legislation;
 - 6.7.2.3 provides the most cost-effective solution to meet the Client's injury-related transport need;

- 6.7.2.4 retains any warranties provided by the vehicle or parts manufacturer (where applicable);
- 6.7.2.5 meets the performance expectations described in this Service Specification;
- 6.7.2.6 complies with all ACC process and information requirements specified in the Operational Guidelines; and
- 6.7.2.7 has been confirmed by the TFI Assessor.

Estimate

- 6.8 If the TFI Assessor has provided the Client with a choice of vehicle makes and models, the Supplier may provide a Modification Specification with an Estimate on the most likely vehicle choice.
- 6.9 If there could be a significant variation from the estimated price, the Supplier must make this, and the nature of the possible variation, very clear to ACC in the Estimate, and set out all limits and conditions. Each Estimate must be made honestly, based on reasonable grounds and assumptions.
- 6.10 The Supplier must subsequently submit a Quotation that reflects the final vehicle make and model for the modification purposes.
- 6.11 If a Quotation is not approved by ACC, then the work will not proceed.
- 6.12 A Quotation or Estimate is valid for up to 60 days.

ACC consideration of Quotation

- 6.13 ACC will consider each Quotation that it receives and will either:
 - 6.13.1 accept the Quotation; or
 - 6.13.2 decline the Quotation; or
 - 6.13.3 request further information or seek amendments to the Quotation.
- 6.14 If ACC accepts the Supplier's Quotation, ACC will:
 - 6.14.1 issue the Supplier a Purchase Order for the work outlined in the Quotation; and
 - 6.14.2 notify the Client and the TFI Assessor of its decision on the Quotation.
- 6.15 The Supplier must not undertake any work to modify a vehicle unless it has been issued with a Purchase Order.

Vehicle Modifications – All Levels

- 6.16 On receipt of a Purchase Order, the Supplier must:
 - 6.16.1 send a written request to the vehicle holder;

- 6.16.2 arrange for the vehicle to be modified to be transported to the service location where the Vehicle Modification will be undertaken;
- 6.16.3 undertake the Vehicle Modification in accordance with the Modification Specification;
- 6.16.4 work with the TFI Assessor and the Client to ensure the fitting and correct adjustment of the Client-specific modifications meet their injury-related needs;
- 6.16.5 ensure that the Vehicle Modification can be certified to the relevant Low Volume Vehicle Code by a Certifier;
- 6.16.6 arrange for a Certifier (where required) to:
 - 6.16.6.1 inspect the modified vehicle; and
 - 6.16.6.2 issue the appropriate documentation required within the NZTA certification process including the LVVTA Electronic Data tag; and
 - 6.16.6.3 complete the Vehicle Modifications in a timeframe agreed with the TFI Assessor and Client.
- 6.17 The Supplier must proactively provide the Client with status updates on the Vehicle Modification via the TFI Assessor or directly on request.

Level 3 Vehicle Modifications

- 6.18 Level 3 Vehicle Modifications have two stages (Stage 1 and Stage 2) in the modification process. The Supplier must complete both, Stage 1 and Stage 2, of Level 3 Vehicle Modifications. ACC may in exceptional circumstances, at ACC’s discretion, allow for the separation of the two Stages in accordance with clause 6.22 - 6.25 of this Service Schedule.
- 6.19 The Supplier will confirm with the TFI Assessor the Stages of the Level 3 Modifications before undertaking the Vehicle Modifications.

Level 3 Vehicle Modifications - Stage 1 and 2

- 6.20 When nearing the completion of Stage 1 of a Level 3 Vehicle Modification, the Supplier must:
 - 6.20.1 ensure that Stage 1 of the Level 3 Vehicle Modification meets the LVVTA standards and seek approval from a Certifier, where appropriate, as part of the certification process;
 - 6.20.2 work with the TFI Assessor and Client to examine the work that has been completed at that time to:
 - 6.20.2.1 ensure that the Vehicle Modification is Fit for Purpose and, if it is not, agree the appropriate remediation within the scope of the Quotation; and

- 6.20.2.2 consider if amendments to the Modification Specification are necessary to reflect recent changes in Client function or equipment, like a new wheelchair.
 - 6.20.3 confirm the Vehicle Modification required in Stage 2 will still meet the Client's injury-related needs which, unless clause 6.20.2.2 of this Part applies, must be within the scope of the approved Quotation; and
 - 6.20.4 if any amendment to the Vehicle Modification Specification (or Quotation) is required, obtain approval from ACC before making any amendment.
- 6.21 The Supplier must ensure that all Stage 2 of Level 3 Vehicle Modifications meet any ACC or Industry quality requirements and are certified, where required.

Level 3 Vehicle Modifications – Stage 2 only

- 6.22 The Supplier may request, with agreement of the TFI Assessor, that Stage 2 of Level 3 Vehicle Modifications be delivered by an ACC approved Level 2 Supplier. ACC will review the request and provide written approval.
- 6.23 To allocate Stage 2, Level 3 Vehicle Modifications, the Supplier must:
- 6.23.1 notify the TFI Assessor of the request to allocate Stage 2 of the Level 3 Vehicle Modification to an approved Level 2 Supplier;
 - 6.23.2 provide the TFI Assessor with written confirmation of Level 3, Stage 1 completion and approval from a Certifier; and
 - 6.23.3 provide any other information for the Modification Specification required.
- 6.24 Following the TFI Assessor's notification that a Level 2 Supplier will complete Stage 2 of Level 3 Vehicle Modifications, ACC will issue a separate Purchase Order to the approved Level 2 Supplier completing the Stage 2 of Level 3 Vehicle Modifications.
- 6.25 The Supplier must ensure:
- 6.25.1 Stage 1 of Level 3 Modifications are completed in accordance with clause 6.20 of this Service Schedule before the request to transition a vehicle to a Level 2 Supplier for Stage 2, Level 3 Modifications is made;
 - 6.25.2 ACC has accepted the Stage 2, Level 3 Modifications to an approved Level 2 Supplier by written notice; and
 - 6.25.3 arrange for the vehicle (with the appropriate documentation) to be transported to the premises of the approved Level 2 Supplier who will complete the Stage 2, Level 3 Modifications.

7. COMPLETION AND HANDOVER

- 7.1 When the Vehicle Modification has been completed, the Supplier must arrange for, and enable:
- 7.1.1 the Client to inspect and test out the Vehicle Modification to ensure that the Client can safely and comfortably:
 - 7.1.1.1 enter and exit the vehicle;
 - 7.1.1.2 ride as a passenger and/or drive the vehicle (including, where appropriate, arranging for certification for the vehicle to be temporarily used during an on-road assessment);
 - 7.1.1.3 stow equipment and/or a wheelchair.
 - 7.1.2 the TFI Assessor to assess the Vehicle Modification to determine whether it can issue a Notice of Satisfactory Completion to ACC on the basis that the Vehicle Modification meets:
 - 7.1.2.1 the Client's transport needs including, where required, any driving assessment, and/or driving lesson requirement; and
 - 7.1.2.2 the Modification Specification.
- 7.2 If the TFI Assessor advises the Supplier that remedial work is required to meet the Client's transport needs or meet the Modification Specification, the Supplier must carry out the specified remedial work at no cost to ACC or the Client prior to handing over the modified vehicle to the Client.
- 7.3 After the TFI Assessor has issued the Supplier with a Notice of Satisfactory Completion, the Supplier must:
- 7.3.1 arrange delivery to, or collection by, the Client;
 - 7.3.2 ensure the vehicle is clean and tidy;
 - 7.3.3 provide the Client with:
 - 7.3.3.1 all warranties and certification;
 - 7.3.3.2 service and maintenance information;
 - 7.3.3.3 appropriate instruction on the safe operation and use of all installed controls and modifications including any unique features of the modified vehicle; and
 - 7.3.3.4 a comprehensive vehicle users' manual and any other relevant documentation required for the safe operation of the vehicle.
- 7.4 If the Vehicle Modification is a Level 2 or Level 3 Vehicle Modification, the Supplier must also, in addition to clause 7.3 of this Part, arrange and pay for:
- 7.4.1 a Warrant of Fitness/Certificate of Fitness testing; and

7.4.2 registration of the vehicle to the Client and 2000 km of Road User Charges (where applicable).

7.5 In addition to the Supplier's obligations under warranty, any part used as part of a Vehicle Modification that is damaged or defective (at the time of vehicle Handover), or that was used or not used in accordance with the accepted Vehicle Modifications, may be returned to the Supplier within 10 Business Days from the date of Handover. The Supplier will repair and re-deliver the repaired part, at no cost to ACC or the Client.

8. POST-DELIVERY REFINEMENT

8.1 The Client may request refinements to a Vehicle Modification during the three-month period that starts on the date that the vehicle is handed over to the Client. For any refinements required, the Supplier will invoice ACC using the allowance for refinements included in the Purchase Order.

8.2 If further refinements are required by the Client after the three-month period described in clause 8.1 of this Part, those refinements will be paid for privately by the Client, unless those refinements have been authorised in advance by ACC and confirmed in writing via the issue of a new Purchase Order to the Supplier.

9. VEHICLE MODIFICATION REPAIRS

9.1 ACC may ask the Supplier to provide a Quotation to undertake repairs to a modified vehicle.

9.2 If the Supplier receives a request, the Supplier will provide ACC with a Quotation that includes the information specified in the Operational Guidelines.

9.3 The Quotation will be valid for the period of 60 days.

9.4 If ACC accepts the Quotation, ACC will issue the Supplier a Purchase Order to undertake the work.

9.5 The Supplier will, on receipt of Purchase Order:

9.5.1 arrange with the Client for the vehicle to be transported to the Supplier's service location;

9.5.2 undertake all approved repairs to the modified vehicle;

9.5.3 provide the Client with any supplementary documentation relating to the repairs; and

9.5.4 return the vehicle to the Client, ensuring the Client is aware of the repair, understands any change in use and accepts the repairs.

- 9.6 The Supplier must deliver the vehicle to the Client in a clean and tidy state, ready for the Client's inspection and acceptance of the repairs.

10. WARRANTIES

- 10.1 Any Vehicle Modifications delivered by the Supplier will be suitable, of good quality and subject to all relevant laws, including:
- 10.1.1 Consumer Guarantees Act 1993;
 - 10.1.2 Contract and Commercial Law Act 2017; and
 - 10.1.3 Fair Trading Act 1986.
- 10.2 If any product or manufacturing defect becomes apparent within the warranty period, the Supplier must rectify the defect at no charge to ACC or the Client.
- 10.3 The Supplier must provide the Client with a written warranty specifying all terms and warranty periods.
- 10.4 These warranty obligations survive the expiry or termination of this Service Schedule.

11. FAILURE TO REMEDY DEFECT OR DAMAGE

- 11.1 If the Supplier fails to remedy any defect or damage (for which it is liable to remedy) within the timeframes agreed between the Supplier and either the TFI Assessor or ACC, a date may be fixed by or on behalf of ACC, on or by which the defect or damage is to be remedied. ACC will give the Supplier reasonable notice of this date.
- 11.2 If the Supplier fails to remedy the defect or damage by the date notified by or on behalf of ACC, the Supplier must:
- 11.2.1 give ACC (or a third party specified by ACC) access to the Supplier's premises and to the relevant vehicle;
 - 11.2.2 assist ACC (or a third party specified by ACC) to remove the vehicle from the Supplier's premises; and
 - 11.2.3 enable ACC or a third party specified by ACC to carry out the work at the Supplier's expense.

12. QUALITY REQUIREMENTS

Qualifications and Experience

- 12.1 The Supplier must ensure that all staff and any subcontractors have the appropriate qualifications and competencies to deliver the Service effectively and efficiently.

- 12.2 The Supplier must ensure that the Services delivered under this Service Specification comply with all relevant codes, legislation, ordinances, regulations and New Zealand Standards and meets or exceeds the requirements detailed in the Operational Guidelines.
- 12.3 The Supplier must maintain quality assurance systems and processes in accordance with Industry Practice to identify and monitor competency level, training needs and compliance with supervision and training requirements for all service providers and other personnel that provide any part of the Services.

Safety Checks

- 12.4 The Supplier must:
- 12.4.1 uphold the safety of Clients by carrying out appropriate screening/vetting, including Police vetting, for all authorised persons who provide services under this Contract;
 - 12.4.2 establish and maintain systems, processes and security screening practices, for all Supplier authorised persons, including subcontractors, and collaborate with ACC, to uphold the safety of Clients;
 - 12.4.3 ensure all authorised persons who work with children must complete a Children's Workforce Safety Check to ensure they are safety checked to the standard required under the Children's Act 2014 and the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015; and
 - 12.4.4 immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.
- 12.5 If ACC receives any information from any source related to the safety of Clients in relation to these Services, ACC may take steps to investigate and take appropriate action. If ACC considers on reasonable grounds that the safety of a Client or Clients may be impacted, ACC can, at its sole discretion, suspend or terminate all or any part of the Services, or this Contract.

13. BUSINESS REQUIREMENTS

Customer Service

- 13.1 The Supplier will:
- 13.1.1 provide a single point of contact for receiving requests for Quotations;
 - 13.1.2 work with ACC to improve the operation of the service;
 - 13.1.3 provide Clients with access to resources to showcase examples of Vehicle Modifications, for example:
 - 13.1.3.1 vehicle layouts and design;

- 13.1.3.2 photographs or video recordings of Vehicle Modifications completed by the Supplier and other modifications delivered within their level of experience;
- 13.1.3.3 contact details of previous vehicle owners, who have given their written authorisation to the Supplier to share their details with the Client in relation to the completed Vehicle Modifications; or
- 13.1.3.4 any other information the Supplier considers relevant for the Vehicle Modification.

Complaints Management

13.2 The Supplier will:

- 13.2.1 maintain and have documented systems for all complaints management processes;
- 13.2.2 ensure the Client and the TFI Assessor are aware of the complaints management processes; and
- 13.2.3 seek to resolve any complaints about the delivery of the Service (including any aspect of the Service delivered by subcontractors).

13.3 If a complaint cannot be resolved by the Supplier, the Supplier may refer the complaint to ACC.

13.4 ACC will investigate and seek to resolve the complaint with the parties involved.

13.5 The Supplier must have a documented process that comprises both a record of any complaint or dispute and the response(s) taken which includes evidence of appropriate escalations and auditable records. The Supplier will keep ACC informed and provide records if required.

Risk and Responsibility

13.6 The Supplier will indemnify ACC against all claims, damages, losses and expenses in respect of damage to, or loss of, a vehicle (or parts of the vehicle) that is being held or modified as part of this Service where such damage or loss:

- 13.6.1 arises out of inadequate storage of vehicles held by, or in the control of, the Supplier;
- 13.6.2 arises out of, or in the course of, or by reason of the design, execution and completion of the Vehicle Modification(s) and the remedying of any defects; and

13.6.3 is attributable to any negligence, wilful act or breach of this Contract by the Supplier, the Supplier's personnel, subcontractors, their respective agents, or anyone directly or indirectly employed by any of them.

13.7 The Supplier:

13.7.1 must deliver the Service at premises that allow for secure and protective storage of vehicles until the Service is complete;

13.7.2 must not use any vehicle that is in its possession or is being modified under this Contract for any purpose outside of this Service Specification without the written permission of ACC; and

13.7.3 acknowledges that it is responsible for each vehicle that it holds or controls under this Contract until the vehicle is delivered to, and accepted by, the Client (or ACC).

13.8 If the Supplier has obtained a vehicle from a Vehicle Sourcing (Part C) Supplier, the Supplier acknowledges that:

13.8.1 the vehicle was purchased on behalf of ACC for modification; and

13.8.2 the Supplier does not have any ownership rights in respect of the vehicle.

Insurance for Level 1 or 2 Vehicle Modification Suppliers

13.9 The Supplier will arrange, pay, and maintain:

13.9.1 public liability insurance for a sum of not less than NZ \$2 million for any one claim or series of claims arising out of one event;

13.9.2 insurance for material damage claims of not less than NZ \$1 million for any one claim or series of claims arising out of one event; and

13.9.3 any other insurances required by legislation for the performance of the Services.

Insurance for Level 3 Vehicle Modification Suppliers

13.10 The Supplier will arrange, pay, and maintain:

13.10.1 public liability insurance for a sum of not less than NZ \$5 million for any one claim or series of claims arising out of one event;

13.10.2 insurance for material damage claims of not less than NZ \$2 million for any one claim or series of claims arising out of one event; and

13.10.3 any other insurances required by legislation for the performance of the Services.

Health and Safety

- 13.11 In addition to the Supplier's obligations under clause 8.16 of ACC's Standard Terms and Conditions, the Supplier acknowledges and agrees that:
- 13.11.1 the Supplier is responsible for managing the health and safety risks arising from the performance of the Services; and
 - 13.11.2 ACC is reliant on the Supplier's expertise and ability to influence and control the performance of the Services to manage the health and safety.
- 13.12 While undertaking the Services, the Supplier must maintain health and safety risk management plans relating to the delivery of Services that at a minimum:
- 13.12.1 identify health and safety risks arising from the Services, including any risks to Clients and their whānau or carers, and TFI Assessors visiting the Supplier's premises;
 - 13.12.2 establish controls to eliminate or minimise those health and safety risks so far as reasonably practicable;
 - 13.12.3 ensure all workplaces, fixtures, fittings and plant (as defined in the Health and Safety at Work Act 2015) are, so far as reasonably practicable, without risk to health and safety;
 - 13.12.4 describe the duties that overlap with other Persons Conducting a Business or Undertaking ('PCBUs' as defined by the Health and Safety at Work Act 2015); and
 - 13.12.5 there are arrangements to consult, cooperate and coordinate with those other PCBUs in order to manage health and safety risks and events (including accidents, harm or near misses), so far as is reasonably practicable.
- 13.13 The Supplier will maintain systems to enable all workers (as defined by the Health and Safety at Work Act 2015) and all service providers and subcontractors to report health, safety and security events and risks relating to the Services to the Supplier.
- 13.14 The Supplier must have procedures in place to manage the events and risks reported.
- 13.15 The Supplier must report on health and safety incidents, events and risks related to the Services to ACC via ACC's online health and safety form. ACC's online health and safety form can be accessed here: [Third party health and safety form \(acc.co.nz\)](https://acc.co.nz/health-safety-form).
- 13.16 At any time when requested by ACC, the Supplier will promptly provide information to ACC relating to the Supplier's compliance with its health and safety related obligations under this Contract.

14. TRANSITION OF THE SERVICE

- 14.1 To ensure the continuity of the Service to Clients, the Supplier must provide services:
- 14.1.1 up to the End date; or
 - 14.1.2 up to the date of termination; or
 - 14.1.3 up to the date specified by written Notice from ACC to stop works on a specified modified vehicle.
- 14.2 Three months before the End date, or following a notice of termination, or written Notice from ACC to stop works on a specific vehicle, the Supplier must co-operate with ACC and any incoming Service supplier to develop a mutually agreed transition plan in writing to hand-over responsibilities to ACC or an incoming supplier, which includes:
- 14.2.1 the transfer of any vehicles (including any relevant documentation on those vehicles) on hand/stored by the Supplier that relate to the Service;
 - 14.2.2 the transfer electronically or in hard copy of any of the following that is specifically assigned to each vehicle relating to the Service:
 - 14.2.3 engineering documentation;
 - 14.2.4 design plans (including any Modification Specifications) developed for any vehicle relating to the Service where the work on that vehicle has not been completed;
 - 14.2.5 purchased and assigned parts;
 - 14.2.6 all reports and any other additional information required for transition, including warranty information; and
 - 14.2.7 any other information set out in the Operational Guidelines.
- 14.3 After the transition plan has been agreed, the Supplier must co-operate in the implementation of the agreed transition plan and enable ACC or the incoming Service Supplier access to the Supplier's premises or vehicle storage area for the purposes of facilitating the removal of vehicles relating to the Service.
- 14.4 If the Supplier fails to comply with these requirements, ACC may withhold any outstanding payments and take any other legal action it is entitled to take.

Continuous Improvement

- 14.5 The Supplier will work with ACC to:
- 14.5.1 identify where the Service can improve, including any opportunities for improvement in ACC's environmental performance and report them to ACC;

- 14.5.2 develop and implement service solutions which may result in changes to systems and processes; and
 - 14.5.3 ensure, where possible, any improvements are mutually beneficial.
- 14.6 Any changes to this Service Specification will be made in accordance with ACC's Standard Terms and Conditions.

15. INFORMATION SECURITY

15.1 The Supplier must:

- 15.1.1 ensure that its personnel, including subcontractors that receive and have access to ACC Client Personal Information from ACC or the TFI Assessor only do so for the purposes of delivering the Services and in a manner that complies with the Supplier's privacy, security and confidentiality obligations under this Contract;
- 15.1.2 not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand and/or Australia;
- 15.1.3 maintain information security systems, procedures and process in accordance with good Industry Practices to protect Personal Information and Confidential Information against loss or unlawful access, use, modification or disclosure;
- 15.1.4 undertake regular security assurance, monitoring and testing of its information management systems, including to remediate any identified security vulnerabilities, in accordance with Industry Practices;
- 15.1.5 comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time; and
- 15.1.6 ensure that its subcontractors meet all the above requirements before providing them any ACC Client Personal Information or Confidential Information under this Contract.

16. PAYMENT AND INVOICING

- 16.1 On receipt of a valid tax invoice, ACC agrees to pay for the Vehicle Modifications delivered up to the cost stated in the Purchase Order.
- 16.2 The Supplier may invoice ACC for Services using the Service Item Codes listed in Part A and Cost by applying the Cost-Plus Model as detailed in Appendix B. Unless otherwise specified in the approved Purchase Order or agreed in writing by ACC, no other costs are payable by ACC.
- 16.3 The Supplier acknowledges that any changes to the Cost-Plus Model will be at ACC's discretion.

Payments for Level 1 and 2 Vehicle Modifications

- 16.4 The Supplier may invoice ACC for work undertaken when the following has taken place:
- 16.4.1 Levels 1 or 2 Vehicle Modifications have been completed;
 - 16.4.2 the vehicle has been handed over to the Client; and
 - 16.4.3 a Notice of Satisfactory Completion has been issued to ACC by the TFI Assessor; or
 - 16.4.4 ACC tells the Supplier in writing to stop work on the vehicle modification.

Progress payments for Level 3 modifications

- 16.5 The Supplier may invoice ACC at the following times for work undertaken:
- 16.5.1 Stage 1 has been completed and the Vehicle Modification has been accepted by the TFI Assessor and the Client;
 - 16.5.2 Stage 2 has been completed, and the vehicle has been handed over to the Client and a Notice of Satisfactory Completion has been issued to ACC by the TFI Assessor; or
 - 16.5.3 ACC tells the Supplier in writing to stop work on the vehicle modification.
- 16.6 If the Supplier delivers part of a Vehicle Modification Specification as a subcontractor to another contracted supplier, the Supplier must issue their invoice to the holder of the relevant Purchase Order.

17. SERVICE EXIT

- 17.1 Services are deemed to be completed when:
- 17.1.1 the Vehicle has been handed over, in accordance with clause 7, of this Part, to the Client and no further remedial work, as provided for under this Contract, is required; or
 - 17.1.2 ACC advises the Supplier in writing to stop the Vehicle Modification.

18. EXCLUSIONS

- 18.1 The following services are excluded from the provision of Services under this Contract:
- 18.1.1 purchase of vehicles (unless Part C applies);
 - 18.1.2 direct purchase of Rehabilitation Equipment, for example mobility scooters;

- 18.1.3 direct purchase of mobility aids, for example specialist gloves for wheelchair users;
- 18.1.4 TFI Assessments by a TFI Assessor;
- 18.1.5 Wheelchair and Seating Assessment Services;
- 18.1.6 driver lessons;
- 18.1.7 provision of vehicle certification services delivered by a Certifier; and
- 18.1.8 on-going servicing and maintenance of vehicles and modifications that are not a part of the Supplier's warranty responsibilities.

19. LINKAGES

- 19.1 The Supplier will develop and maintain relationships with:
 - 19.1.1 TFI Assessors, Wheelchair and Seating Assessment Service and Housing Assessment Service assessors;
 - 19.1.2 LVVTA and NZTA;
 - 19.1.3 businesses contracted by ACC to purchase vehicles;
 - 19.1.4 local vehicle manufacturers and dealerships; and
 - 19.1.5 third-party providers and sub-contractors that support the delivery of this Service.

20. PERFORMANCE MEASUREMENT AND REPORTING

- 20.1 The Supplier's performance against the Service Objectives as outlined in Part B, clause 3 will be measured as shown in the following table:

Table 4 – Performance Measurement

Objective	Performance measure	Reporting Frequency	Target	Data Source
Legally drive Certification is issued Ref: clause 3.1.1		Annual	100%	Certification is issued.
Assessor is satisfied with the Service Ref: clause 3.1.2	Satisfaction measured via business process, and feedback received.	Annual	95%	Completed ACC6268 form and/or survey.
The Client is satisfied with the Service Ref: clause 3.1.3		Annual	98%	Completed ACC6268 form and/or survey.
Cost is as per Quotation Ref: clause 3.1.4	Actual cost paid as compared to the agreed quotation (Purchase Order	Annual	95%	ACC data

Objective	Performance measure	Reporting Frequency	Target	Data Source
	value) excluding any vehicle purchase.			
Modification is timely Ref: clause 3.1.5	Days from the modification purchase order issue date to final payment. Year 1 & 2 to determine timeliness baseline.	Annual	TBA by Year 3.	ACC data

20.2 Performance expectations such as timeliness and quality are outlined in the Operational Guidelines.

Reporting

20.3 The Supplier will submit a Service Report and Modifications Report and any other information to: VehicleModifications@acc.co.nz.

Service Report

20.4 The Supplier must ensure that each Service Report:

20.4.1 includes the information specified in the Operational Guidelines; and

20.4.2 is provided to ACC no later than 1 August each year for the period 1 July to 30 June, unless otherwise agreed in writing with ACC.

Modifications Report

20.5 The Supplier must:

20.5.1 ensure that each Modification Report is submitted on the spreadsheet template provided by ACC, and includes the information specified in the Operational Guidelines; and

20.5.2 submit each Modification Report:

20.5.2.1 annually, if the Supplier has undertaken 15 or less Vehicle Modifications in the period 1 July to 31 December, or 1 January to 30 June; or

20.5.2.2 six monthly (by or on 1 February and 1 August) if the Supplier has undertaken 16 or more Vehicle Modifications in the period 1 July to 31 December, or the period 1 January to 30 June.

Other Information

20.6 ACC may reasonably, and on written request, require the Supplier to provide other information or reports on the Service. If the Supplier receives a request in writing from ACC for further information, the Supplier must provide the requested information within 20 Business Days of the request being made.

C. SERVICE SPECIFICATION FOR THE VEHICLE SOURCING SERVICE

1. PURPOSE

- 1.1 The purpose of the Vehicle Sourcing Service is to support the efficient and effective provision of vehicles suitable for Level 3 Vehicle Modifications by:
 - 1.1.1 researching and identifying suitable vehicle makes and models;
 - 1.1.2 purchasing and holding vehicles in storage (suitable for Level 3 Vehicle Modifications) ready for distribution; and
 - 1.1.3 distributing vehicles as requested by the Modifier for Client use.

2. SERVICE OBJECTIVES

- 2.1 ACC will measure the success of the Service based on the following objectives, which are further defined in the Operational Guidelines.

Distributing Vehicles

- 2.2 ACC will measure the success of the Service based on the following objectives:
 - 2.2.1 the Supplier promptly assigns a vehicle to a Modifier on receipt of a written request from the Modifier, in relation to an individual Client;
 - 2.2.2 the vehicle is delivered to the Modifier within the timeframe specified in the Operational Guidelines;
 - 2.2.3 the vehicle make and model delivered to the Modifier is as requested by the Modifier;
 - 2.2.4 if the vehicle has previously modified, it meets all regulated requirements to be registered for use on New Zealand Roads including certification and NZTA Entry Certification; and
 - 2.2.5 the cost of the vehicle fits within the Cost-Plus model described in Appendix B.

3. SERVICE LOCATION OR SPECIFIC AREA (PART A, CLAUSE 2)

- 3.1 The Supplier will provide vehicles to Modifiers that have a Contract with ACC to modify vehicles anywhere in New Zealand.

4. SERVICE REQUIREMENTS

- 4.1 The Supplier will deliver the following service components under this Part C of the Contract.

Vehicle Management

4.2 The Supplier will:

- 4.2.1 participate in ACC's Vehicle Technical Panel as a panel member, in accordance with the Vehicle Technical Panel's Terms of Reference, to determine the number, make and model of vehicles that will be purchased to meet anticipated demand;
- 4.2.2 identify vehicles for potential modification that meet the requirements specified by ACC's Vehicle Technical Panel;
- 4.2.3 order and purchase the number and type of vehicles described in the Contract Addendum issued as required by ACC;
- 4.2.4 secure and store the vehicles, undertaking appropriate insurances to protect from loss, damage or theft or other; and
- 4.2.5 maintain systems, up to date records of all vehicles purchased, on order and in storage.

Low-emission Vehicles

- 4.3 The Supplier will investigate and purchase lower emission vehicles where those vehicles can be modified to meet the injury related needs of Clients.

Purchasing Agent

4.4 The Supplier will, subject to obtaining necessary approvals:

- 4.4.1 purchase vehicles as ACC's Purchasing Agent under the All of Government Motor Vehicles Contract;
- 4.4.2 ensure each procurement is in accordance with the terms of this Part C of this Contract, and any written directions provided by ACC regarding the purchase of vehicles under the All of Government Motor Vehicles Contract;
- 4.4.3 comply with all obligations imposed on ACC under the All of Government Motor Vehicles Contract;
- 4.4.4 ensure any cost savings are passed on to ACC (under the Cost-Plus model, Appendix B);
- 4.4.5 ensure each Vehicle purchased for ACC is free from any encumbrances (including any lien, charge or security interest).

Storing Vehicles

4.5 Until the Supplier receives a Purchase Order the Supplier will:

- 4.5.1 hold, as stock, vehicles purchased to meet the volumes determined by ACC on the recommendation of the ACC's Vehicle Technical Panel; and

- 4.5.2 ensure all vehicles stored on behalf of ACC are:
 - 4.5.2.1 kept in a secure location where the vehicles are protected from any weather or environmental conditions that could deteriorate their original condition;
 - 4.5.2.2 appropriately insured for replacement or repaired to their original condition if damaged; and
 - 4.5.2.3 securely delivered to a Modifier when requested.
- 4.6 The Supplier must not use any vehicle purchased on behalf of ACC under this Contract for any purpose outside of this Contract without the written permission of ACC.

Quality of vehicle and warranties

- 4.7 Any vehicle sourced by the Supplier must be suitable, of good quality and comply with all relevant law, including:
 - 4.7.1 Consumer Guarantees Act 1993;
 - 4.7.2 Contract and Commercial Law Act 2017; and
 - 4.7.3 Fair Trading Act 1986.
- 4.8 If any product or manufacturing defect becomes apparent within the vehicle's warranty period, the Supplier must rectify the defect at no charge to ACC or the Client.
- 4.9 The warranty claim procedure is as follows:
 - 4.9.1 the Supplier will, on discovery or notice of a potential warranty claim, assess the problem to determine whether the problem is covered by an appropriate warranty;
 - 4.9.2 if the Supplier or Modifier determines that the defect is a manufacturer fault, the Supplier will arrange for the defect to be corrected with the vehicle manufacturer or dealer at their own cost;
 - 4.9.3 if the Supplier or Modifier determines that the defect has arisen from the Vehicle Modification, the Modifier will arrange for the defect to be corrected at their own cost.
- 4.10 The Supplier will arrange, at their own cost, for any defect vehicle for which they are responsible for rectifying to be returned to their site or directly to the vehicle manufacturer or dealer's site for rectification.
- 4.11 The Supplier must provide the Modifier all warranty documentation and any other specifying terms to the Modifier during vehicle handover.
- 4.12 These warranty obligations will survive the termination of this Service Schedule.

Supplying Vehicles

- 4.13 On receipt of a request for a Quotation from a TFI Assessor or a Modifier for a specified vehicle, the Supplier will:
- 4.13.1 confirm in writing whether the specified vehicle is in stock and available or provide an alternative if the specified vehicle is not available;
 - 4.13.2 provide a Quotation for the vehicle cost, which will be included in the TFI Assessor's assessment report to ACC; and

Note: The vehicle will not be held for a specific Client at this point. A vehicle will be assigned after a Purchase Order for the specified vehicle is received.

- 4.13.3 on receipt of a Purchase Order, arrange for the vehicle to be transported to the Modifier's service location.

Risk and Responsibility

- 4.14 The Supplier acknowledges that:
- 4.14.1 each vehicle purchased under this Service Specification (Part C) is purchased on behalf of ACC for modification;
 - 4.14.2 it has no ownership rights in respect of vehicles purchased under this Service Specification; and
 - 4.14.3 it is responsible for any vehicle that it procures under this Service Schedule until the vehicle is delivered to a Modifier, at which point risk and responsibility in respect of the vehicle will transfer to the Modifier.

5. QUALITY REQUIREMENTS

- 5.1 The Supplier will ensure:
- 5.1.1 Services comply with all relevant legislation;
 - 5.1.2 staff have the necessary training, skills, experience in the Industry to understand the services required by Modifiers, TFI Assessors, Clients and ACC;
 - 5.1.3 they maintain positive relationships and collaborate with all parties to ensure good results; and
 - 5.1.4 that it has the necessary and appropriate systems and processes in place to ensure vehicles are delivered promptly and in the same condition as received from the vehicle manufacturer or dealership.

Motor Vehicle Trader

- 5.2 The Supplier must:
- 5.2.1 retain and provide ACC with an electronic copy of their current Motor Vehicle Trader registration;
 - 5.2.2 promptly notify ACC if there are any changes to the status of their Motor Vehicle Trader Registration; and
 - 5.2.3 comply with the requirements of the Motor Vehicles Sales Act 2003.
- 5.3 On request by ACC, the Supplier will promptly provide a copy of the registration and/or information relating to the Supplier's compliance with this clause.

6. SERVICE EXIT

- 6.1 The Service in relation to a purchased vehicle is completed when:
- 6.1.1 the vehicle requested by a Modifier is safely delivered to the Modifier's service location for an identified Client; and
 - 6.1.2 all relevant documentation, including warranties, are supplied with the vehicle.

7. EXCLUSIONS

- 7.1 The following services and responsibilities are excluded from this Service:
- 7.1.1 manufacturing of vehicles or parts;
 - 7.1.2 purchase and distribution of parts; and
 - 7.1.3 any vehicles purchased for Level 1 and 2 Vehicle Modifications.

8. LINKAGES

- 8.1 The Supplier will maintain linkages with:
- 8.1.1 vehicle manufacturers and dealerships;
 - 8.1.2 Modifiers contracted by ACC to modify vehicles;
 - 8.1.3 ACC's Vehicle Technical Panel;
 - 8.1.4 motor vehicle transporters; and
 - 8.1.5 other motor traders as appropriate to the purpose of this Service.

9. PERFORMANCE MEASUREMENT AND REPORTING

Performance

9.1 The Supplier's performance against the Service Objectives as outlined in Part C clause 2, will be measured as shown in the following table:

Table 5 – Performance Measurement

Objective	Performance measure	Reporting Frequency	Target	Data Source
Vehicle is promptly allocated to a Modifier when a request from a Modifier for a vehicle is received. Ref: clause 2.2.1			95%	
The vehicle is delivered on time Ref: clause 2.2.2	Measured by business process, and feedback.	Annual		Service Report
The vehicle requested is delivered. Ref: clause 2.2.3			95%	Vehicle Management Report
The vehicle is suitable, of good quality and complies with all legal requirements. Ref: clause 2.2.4			100%	

Reporting

9.2 The Supplier will submit Service reports, Vehicle Management Reports and other reports or information to: VehicleModifications@acc.co.nz

Service Report

9.3 The Supplier must ensure that each Service Report:

- 9.3.1 includes the information specified in the Operational Guidelines; and
- 9.3.2 is provided to ACC no later than 1 August each year for the period 1 July to 30 June, unless otherwise agreed in writing with ACC.

Vehicle Management Report

9.4 The Supplier must:

- 9.4.1 ensure that each Vehicle Management Report is submitted on the Excel spreadsheet template developed by ACC, and includes the information specified in the Operational Guidelines; and
- 9.4.2 submit each Vehicle Management Report every six months for the following periods:
 - 9.4.2.1 1 July to 31 December, submitted by 1 February, and
 - 9.4.2.2 1 January to 30 June, submitted by 1 August.

Other Information

- 9.5 ACC may reasonably require the Supplier to provide further information or reports on the services provided. If the Supplier receives a request in writing from ACC for further information, the Supplier must provide the information within 20 Business Days of the request being made.

10. TRANSITION OF THE SERVICE

- 10.1 To ensure the continuity of the Service to Clients, the Supplier must provide services up to the End date or up to the date of termination.
- 10.2 Three months before the End date, or following a notice of termination, the Supplier must co-operate with ACC and any incoming Service supplier to develop a mutually agreed transition plan in writing to hand-over responsibilities to ACC or an incoming supplier, which includes:
- 10.2.1 the transfer of any vehicles (including any relevant documentation on those vehicles) on hand/stored by the Supplier that relate to this Service; and
 - 10.2.2 any other information set out in the Operational Guidelines.
- 10.3 After the transition plan has been agreed, the Supplier must co-operate in the implementation of the agreed transition plan and enable ACC or the incoming Service supplier access to the Supplier's premises or vehicle storage area for the purposes of facilitating the removal of vehicles relating to the Service.
- 10.4 If the Supplier fails to comply with these requirements, ACC may take legal action it is entitled to take.

11. PAYMENT AND INVOICING

- 11.1 The Supplier will invoice ACC when the following has taken place:
- 11.1.1 The Supplier holds a current Contract Addendum issued by ACC requesting vehicles are purchased for Level 3 Modification; and
 - 11.1.2 the Supplier has received the invoice from the Seller of the Vehicle; and
 - 11.1.3 the vehicle has arrived at the Supplier's service location, or at the place at which the Vehicle Modification will take place;
 - 11.1.4 when a vehicle is assigned to a Client under Part C, clause 4.13.
- 11.2 The Supplier will use the appropriate Service Item Code as specified in Part A, clause 4 and use the Cost-Plus Model to determine the price (refer to Appendix B). The Supplier will send the invoice to: VehicleModifications@acc.co.nz.

11.3 The Supplier will, on request by ACC provide a copy of all invoices requested by ACC within 20 Business Days of the request being made.

APPENDIX A - DEFINITIONS AND INTERPRETATIONS

The following table defines the meaning and interpretation of word and terms for this Service Specification.

Term	Means
Assessor or TFI Assessor	an Occupational Therapist trained in assessing a Client's transport needs, including Vehicle Modifications, who is delivering services approved under the ACC Transport for Independence Assessment Service.
Certifier	a person who is appointed under the provisions in the NZTA Rule: Vehicle Standards Compliance 2002 to carry out the certification of low volume vehicles as specified by Part 2 of the Low Volume Vehicle Code.
Client	an ACC client or claimant with one or more covered injuries.
Confidential Information	has the same meaning as is given to that term in ACC's Standard Terms and Conditions.
Contract	this agreement, which includes the documents set out in clause 7.1 of Part A.
Contract Addendum	a document issued by ACC to instruct the holder of Part C Vehicle Sourcing to purchase the listed makes and models of vehicles.
Estimate	the estimate is the nearest price, or range of prices, that the Supplier can give based on their experience.
Fit for Purpose	that the disability modified vehicle: <ul style="list-style-type: none"> • has been modified to meet the Client's assessed need; and • its structure, safety related systems, components and equipment will carry out their functions safely, having regard to any increased duty that the modifications or construction may place on them.
Industry Practice /Industry	the exercise of the due care, skill and diligence, and to the appropriate professional or industry standard, as would be expected from a leading provider or person in the relevant industry.
LVVTA	Low Volume Vehicle Technical Association.
Modification Specification	a modification plan that specifies the parts and engineering actions required to achieve the modification result. Is attached to (or forms part of) a Quotation.
Modifier/Vehicle Modifier	a person who is undertaking Vehicle Modifications.
Notice of Satisfactory Completion	ACC's ACC6268 TFI Assessor Service Completion Report form. The report confirms to ACC that the vehicle and modifications meet the Client's injury-related transport needs.
NZTA	New Zealand Transport Agency - Waka Kotahi.
OEM	Original Equipment Manufacturer or vehicle manufacturer.
Operational Guidelines	the Vehicle Modification Services' Operational Guidelines available on ACC's website.
Personal Information	has the same meaning as is given to that term in ACC's Standard Terms and Conditions.
Purchase Order	a purchase order, is a commercial document issued by ACC to a Supplier, indicating types, quantities, and agreed prices for products or services required. It is used to control the purchasing of products and services from external suppliers.

Term	Means
Quotation	<p>an offer to complete a job for a certain price.</p> <p>If the ACC accepts the quotation, then there is a contract for the Supplier to do the work for that price. If there is extra work involved that was not covered by the original quotation, the Supplier must have agreement from ACC to change the price.</p>
Seller of the vehicle	a person or company selling the vehicle to the Part C Supplier. This may be a person who owns the vehicle such a Client, disabled person, or the family of a deceased person or Client, or the manufacturer of the vehicle.
Stage 1, Level 3 Modifications	means Level 3 Vehicle Modifications as detailed in Appendix C, Table 8 - Vehicle Modification Assigned Levels.
Stage 2, Level 3 Modifications	means Level 2 Vehicle Modifications as detailed in Appendix C, Table 8 - Vehicle Modification Assigned Levels.
Supplier	a business holding Part A and Part B (and Part C where applicable) of this Contract and delivering the services specified.
Vehicle Modification	to change the vehicle from its original state by altering, substituting, adding or removing any structure, system, component or equipment, but does not include repair.

APPENDIX B – COST-PLUS MODEL

The Cost-Plus model applies to Part B and Part C of this Service Schedule.

The Cost-Plus model is the cost of the item or input plus an agreed markup specified by ACC. The model recognises that market forces, outside of the control of the Supplier and ACC, can impact the cost of the item. These costs are recognised in the price charged.

The markups to be applied on top of the cost of an item or input are specified within the Contract to ensure mutual understanding and agreement. The agreed markups apply to all contracted Suppliers for this Service across New Zealand.

The intent is to ensure the Contract is enduring throughout its intended term without the need for price variations due to inflationary pressures.

It is recognised that ACC may be only one of a Supplier's customers/purchasers and that the holding the Contract can benefit and place obligations on their business. Therefore, the markups will be regularly reviewed by ACC as set out in Part A clause 5.

Markup percentages will not be reviewed in response to notification from a Supplier about their business viability.

Table 6 - Cost-Plus Model Markups

Item or Input	Markup up to	Descriptions of costs covered
New vehicle A vehicle ordered to meet ACC's requirements on the recommendation of ACC's Vehicle Technical Panel. Paid on receipt by the Supplier.	20%	Sourcing, ordering, storage and other business costs
Used vehicle A vehicle requested by ACC, a Modifier, or ACC's Vehicle Technical Panel. Paid on receipt by the Supplier.	20%	Sourcing, ordering and other business costs
Parts Held in storage or ordered in and applied to the Vehicle Modification being undertaken.	30%	Administration, storage, knowhow and other business costs
Consumables Materials on hand applied to the vehicle being modified. Often bulk goods that are used across multiple jobs.	30%	Administration, storage and other business costs
Subcontracted services A specific part of the Vehicle Modification often assigned to a specialist provider such as electrical and air conditioning work.	20%	Administration, storage, knowhow and other business costs
Hourly labour rate ACC's specified labour rate to be used in all Quotations.	\$125.46	Fixed by ACC after market research

APPENDIX C – VEHICLE MODIFICATION LEVELS

This list defines or groups Vehicle Modifications to reflect the experience and skill required of the Vehicle Modifier to complete a modification at that level of complexity.

The table below lists the Vehicle Modifications a Modifier may do if they are contracted for that modification level.

Vehicle Modifiers are free to not provide a particular type of Vehicle Modification. Although in restricting the type of modifications offered, a Supplier risks not receiving referrals as ACC wants to ensure the Service accountability by issuing a Purchase Order to a single supplier for the delivery of a complete Vehicle Modification (excluding Level 3 Vehicle Modifications).

If the Vehicle Modifier specialises in a particular modification or equipment installation, they can subcontract that service to another Supplier who holds the ACC purchase order.

For more information see the Operational Guidelines.

Table 7 - Modification Levels Vehicle Types

Vehicles	Level	Defined as
Car, Sedan, SUV, Ute, Truck, Tractor etc	1	A vehicle that cannot, with any type of modification, be entered while seated in a wheelchair
Van, Motorhome, Bus	2, 3	A vehicle that can, with the appropriate modification, be entered while seated in a wheelchair

Table 8 - Vehicle Modifications assigned Levels

The modification can be completed by a Supplier contracted for this Level

System	Vehicle Modifications	1	2	3
Hand controls	Hand control installation (aftermarket kit)	X	X	X
	Hand control installation (custom manufactured)	X	X	X
	Steering and/or braking modifications with controls such as Joystick / electronic control			X
	Steering wheel spinner installation	X	X	X
	Lightened power steering (mechanical or electronic)	X	X	X
Braking and acceleration	Braking modification and/or left/right foot accelerator pedal installation	X	X	X
Wheelchair lifting	Unoccupied wheelchair lifting equipment installation and other installations such as a crane arm, roof rack wheelchair hoist installation, boot wheelchair loader	X	X	X
	Occupied wheelchair lifting equipment such as hoist or ramp installation		X	X
Personal transfer devices	Personal transfer device installation such as a seat slider, swivel seat, powered seats and other personal transfer devices	X	X	X
Floor Modifications	Modifications to the body of the vehicle that do NOT affect the vehicle structure, such as installing a raised floor in the driver or passenger area		X	X

Table 8 - Vehicle Modifications assigned Levels

The modification can be completed by a Supplier contracted for this Level

System	Vehicle Modifications	1	2	3
	Modifications to the body/chassis of the vehicle that DO affect the vehicle structure, such as a lowered floor or B-pillar cut			X
Wheelchair Restraints	Installation of a suitable wheelchair and occupant restraint system for the driver position, including a docking station for the driver position		X	X
	Installation of a suitable wheelchair and occupant restraint system for the front or rear passenger position or an interchangeable driver/passenger seat		X	X
	Installation of a wheelchair restraint system for an unoccupied wheelchair being transported as cargo		X	X
	Wheelchair bracket installation to secure into a wheelchair docking system		X	X
Other	Air conditioning installation/remodelling		X	X
	Reallocation of factory wiring, such as from under the driver's seat		X	X
	Installation of electrical control systems such as a remote-control door locking unit	X	X	X
	Secondary function installation e.g. indicators, horn, window switches etc	X	X	X
	Installation of power door openers		X	X
	Installation of tinted windows	X	X	X
	Installation of a sidestep	X	X	X
	Fitting of additional passenger seats		X	X