

# SERVICE SCHEDULE FOR VEHICLE MODIFICATION SERVICES

#### A. QUICK REFERENCE INFORMATION

#### 1. TERM FOR PROVIDING VEHICLE MODIFICATION SERVICES

The Term for the provision of Vehicle Modification Services is the period from 1 February 2017 ("Start Date") until the close of 30 June 2025 ("End Date") or such earlier date upon which the period is lawfully terminated or cancelled.

#### 2. SPECIFIED AREA AND SERVICE LOCATION (PART B, CLAUSE 9)

#### 3. SPECIFIED SERVICE LEVEL (PART B, CLAUSE 3)

The Supplier may provide the following Services under this Service Schedule:

Levels 1 and 2

#### 4. SERVICE ITEMS AND PRICES (PART B, CLAUSE 11)

**Table 1 Service Items and Prices** 

Service Item Code	Service Item Definition	Price (excl. GST)	Pricing Unit
VEH20	Level 1 and 2 Vehicle Modifications - Labour  Fixed fee payment upon receipt of quote and completion of the repairs in accordance with Part B clause 26	\$X	Labour cost per hour or part thereof

Service Item Code	Service Item Definition	Price (excl. GST)	Pricing Unit
VEH21	Level 1 and 2 Vehicle Modifications – Parts/Materials and Certification Fixed fee payment upon receipt of	Actual and Reasonable Cost	Parts cost NZ dollars per vehicle
	quote and completion of the repairs in accordance with Part B clause 26		
VEH22	Modified Vehicle repairs Level 1 and 2	Actual and Reasonable	Labour cost \$X per hour or part
	Fixed fee payment upon receipt of	Cost	thereof
	quote and completion of the repairs in accordance with Part B clause 26		Parts/Materials costs NZ dollars per vehicle
VEHTA1	Air travel when a Service Provider is:	Actual and	NZ dollar cost
	requested by ACC to travel to an outlying area that is not the Service Provider's usual area of residence or practice to deliver Services; and	Reasonable Cost	
	air travel is necessary and has been approved by ACC		
	Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis		
VEHTD10	Provider Distance Travel	\$0.70	Per Km
	A contribution towards travel:		
	for return travel via the most direct, practicable route; and		
	where the return travel exceeds 20km		
	Note 1: where the Supplier has no base or facility in the Service provision area, return travel will be calculated between the "start point" and "end point" closest to the Client (as agreed by ACC)		
	Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance		
	travelled. If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.		

Service Item Code	Service Item Definition	Price (excl. GST)	Pricing Unit
VEHTT1	Travel Time greater than 1 hour return Paid for return travel time after the first 60 minutes in a day where:	\$X	Per hour
	the travel is necessary; and the Service Provider travels via the most direct, practicable route available between their base/facility and where the services are provided; and additional travel time is required after the first hour of travel Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the "start point" and "end point" closest to the Client as agreed by ACC  Note 2: the first 60 minutes must be		
	deducted from the total travel time and if travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.		

#### **Price Review**

ACC will review pricing when, at ACC's sole discretion, we consider a review necessary. The factors ACC may take into account during a review include, but are not limited to:

- general inflation
- changes in service component costs
- substantial changes in the market

If ACC finds that the factors we take into account have not had a significant impact on price, the prices will remain unchanged.

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

# 5. ADDRESSES FOR NOTICES (STANDARD TERMS AND CONDITION, CLAUSE 23)

## **NOTICES FOR ACC TO: ACC Health Procurement** Justice Centre 19 Aitken Street (For deliveries) Wellington PO Box 242 (For mail) Wellington 6140 Marked: "Attention: Procurement Specialist" Phone: (0800) 400 503 Email: health.procurement@acc.co.nz **NOTICES FOR SUPPLIER TO:** (for deliveries) (for mail) Marked: Attention: \_\_\_\_\_, \_\_\_\_, Phone: \_\_\_\_ Mobile: \_\_\_\_ Email: \_\_\_\_

## **TABLE OF CONTENTS**

1.	SERVICE OBJECTIVES	6
2.	SERVICE REQUIREMENTS	6
3.	SERVICE COMPONENTS	7
4.	SERVICE SPECIFIC QUALITY REQUIREMENTS	9
5.	KEY PERSONNEL AND ACCOUNT MANAGEMENT	11
6.	LINKAGES	
7.	CONFORMITY OF VEHICLE MODIFICATIONS	12
8.	QUALIFICATIONS AND EXPERIENCE	12
9.	SERVICE COVERAGE	13
10.	SERVICE LOCATION	13
11.	EXCLUSIONS	13
12.	BENCHMARKING	
13.	SERVICE DEVELOPMENT	
14.	SERVICE ACCESS	
15.	SERVICE EXIT	
16.	REFERRAL PROCESS	
17.	COMMENCEMENT OF STANDARD VEHICLE MODIFICATION SERV	
18.	TIMEFRAMES	
19.	WARRANTIES	
20.	OWNERSHIP AND RISK	
21.	FAILURE TO REMEDY DEFECTS	
22.	CUSTOMER SERVICE	
23.	COMPLAINTS PROCEDURE	
24.	PERFORMANCE REQUIREMENTS	
25.	REPORTING REQUIREMENTS	
26.	PAYMENT AND INVOICING	
27.	SUSTAINABILITY	
28.	RISK AND RESPONSIBILITY	
29.	INSURANCE	
30.	TRANSITION ON TERMINATION OF SERVICES	
31.	DEFINITIONS AND INTERPRETATION	
	NDIX 1: TIMEFRAMES	
	INDIX 2: KEY PERFORMANCE INDICATORS	21

# B. SERVICE SCHEDULE FOR VEHICLE MODIFICATION SERVICES

#### 1. SERVICE OBJECTIVES

- 1.1. The objective of Vehicle Modification Services is to enable Clients who have been identified by ACC as requiring vehicle modification to meet their injury related needs to:
  - 1.1.1. Get in and out of a vehicle safely and have freedom and safety of movement while in it; and/or
  - 1.1.2. Safely drive or operate a vehicle; and/or
  - 1.1.3. Travel safely as a passenger; and/or
  - 1.1.4. Transport essential mobility equipment; and
  - 1.1.5. Live as independently and safely as possible.
- 1.2. This Service incorporates the following key principles that will define and guide Vehicle Modification Services provision:
  - 1.2.1. Conformity of vehicles with Land Transport Compliance Rules and Low Volume Vehicle Standards;
  - 1.2.2. Safety;
  - 1.2.3. Sustainability;
  - 1.2.4. Value for money; and
  - 1.2.5. Client comfort.
- 1.3. Underpinning Vehicle Modification Services:
  - 1.3.1. New Zealand Disability Strategy vision of "removing the barriers to participation faced by disabled people and create a fully inclusive society"; and
  - 1.3.2. Alignment to ACC's strategic intent, vision and values.

#### 2. SERVICE REQUIREMENTS

- 2.1. The Supplier will:
  - 2.1.1. Use best endeavours to provide the Services required under this Service Schedule in an efficient and cost-effective manner, striving to improve the efficiency of the supply of the Services to ACC throughout the Term. The Supplier shall recommend to ACC and implement (where appropriate) procedures and strategies for improvements in the delivery of the Services.

- 2.1.2. Provide technical support and advice to ACC and the Assessor on potential vehicle modification solutions that will meet Clients' injury related needs in a practicable cost effective manner.
- 2.1.3. Provide information and advice to Clients regarding the Vehicle Modification process and expected timeframes.
- 2.1.4. Meet agreed timeframes and key deliverables as set in Appendices 1 and 2.
- 2.2. The Supplier must ensure that any Vehicle Modifications proposed, developed or specified:
  - 2.2.1. Are suitable for their intended purpose.
  - 2.2.2. Comply with the all relevant standards and legislation.
  - 2.2.3. Represent the most cost effective solution to meet the identified injury related need.
- 2.3. The Services must be provided in accordance with the Vehicle Modification Services Operational Guidelines which are available on the ACC website.
  - 2.3.1. The Operational Guidelines may be updated from time to time.
  - 2.3.2. If there is a conflict between the Vehicle Modification Services Operational Guidelines and this Contract, the provisions of this Contract take precedence.

#### 3. SERVICE COMPONENTS

3.1. The Supplier may be requested to provide some or all of the following services under this contract:

#### **Level 1 Vehicle Modifications**

- 3.1.1. Hand control installation
- 3.1.2. Left/right foot accelerator pedal installation
- 3.1.3. Ancillary control modifications
- 3.1.4. Wheelchair (unoccupied) lifting equipment and installations
- 3.1.5. Roof rack wheelchair hoist installation
- 3.1.6. Other vehicle modifications as required by ACC.

#### **Level 2 Vehicle Modifications**

- 3.1.7. Wheelchair (occupied) lifting equipment or ramps (where the person will travel as a passenger in the rear of the vehicle
- 3.1.8. Installation of anti-rotational wheelchair restraining systems and/or tie down systems to the rear passenger position

3.1.9. Wheelchair bracket to secure into the anti-rotational wheelchair restraining system.

#### **Level 3 Vehicle Modifications**

- 3.1.10. Sourcing and direct purchase of an approved vehicle solution
- 3.1.11. Stage 1 Vehicle Modifications

All modifications required to enable the Client to enter the vehicle and access the driver position (unassisted) and/or front/rear passenger position whilst seated in their wheelchair, including:

- 3.1.11.1. Installation of ramps or platforms; and/or
- 3.1.11.2. Modifications to the floor of a vehicle enabling it to be wheelchair accessible;
- 3.1.11.3. Installation of anti-rotational wheelchair restraining systems to the driver and front/rear passenger positions and an interchangeable driver/passenger seat.
- 3.1.12. Stage 2 Vehicle Modifications

All modifications required to enable the Client to safely operate and control the vehicle on New Zealand roads:

- 3.1.12.1. Self Drive conversions including (but not limited to):
  - (i) Wheelchair bracket to secure into the anti-rotational wheelchair restraining system
  - (ii) Appropriate hand control systems to meet the Client's specific injury related needs
  - (iii) Appropriate steering modifications/controls to meet the Client's specific injury related needs
  - (iv) Ancillary controls to enable the Client to safely operate vehicle systems (e.g. indicators, lights and wipers); and/or
- 3.1.12.2. Passenger Conversion
- 3.1.12.3. Wheelchair bracket to secure into the anti-rotational wheelchair restraining system, or a suitable wheelchair restraint system.

#### 4. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 4.1. The Supplier may provide all equipment and parts or may be requested to fit supplied equipment to vehicles as part of the Vehicle Modifications that have been specified in the accepted quotation.
- 4.2. The Supplier will ensure that the Services delivered, proposed, developed or specified:
  - 4.2.1. Are suitable for their intended purpose;
  - 4.2.2. Comply with the service specifications;
  - 4.2.3. Comply with the terms of ACC's purchase approval;
  - 4.2.4. Comply with all relevant codes, legislation, ordinances, regulations and New Zealand Standards, including but not limited to:
    - 4.2.4.1. All applicable requirements of the Land Transport Compliance Rule 35001 and any relevant individual NZTA equipment rules; and
    - 4.2.4.2. All applicable requirements of the Low Volume Vehicle Code, and any relevant Low Volume Vehicle Standards;
  - 4.2.5. Meet or exceed the requirements detailed in ACC's Baseline Specifications for Level 2 and Level 3 Vehicle Modifications (Appendix 1 of the Vehicle Modification Services Operational Guidelines); and
  - 4.2.6. Consider the developmental, changing and long term needs of the Client.
- 4.3. Original Equipment Manufacturer and Vehicle Manufacturer Safety Systems
  - 4.3.1. The Supplier will ensure:
    - 4.3.1.1. Where possible and practicable, that OEM Safety Systems including as a minimum Electronic Stability Control and 5 Star ANCAP rating (where applicable) are retained; and
    - 4.3.1.2. Any modifications undertaken on an OEM Safety System are undertaken by a modifier who has the relevant qualification and trade experience to undertake the modification.
- 4.4. The Supplier will ensure each vehicle modified for the purpose of meeting the needs of a Client is certified as complying by an authorised Low Volume Vehicle Certifier who holds the relevant LVVTA Certification categories applicable to the modification(s):
  - 4.4.1. 3A Disability Adaptation;
  - 4.4.2. 3B Disability Adaptation Structural.

#### 4.5. The Supplier will:

- 4.5.1. Work with an approved Vehicle Assessor (TFIA/HSTAS Assessor), the Client, their family and whanau, caregivers, support people, Wheelchair Assessor (where required), LVVTA, and ACC throughout the course of the process to:
  - 4.5.1.1. Identify and ensure the most cost effective Vehicle Modification solution(s) to achieve the assessed needs of the Client; and
  - 4.5.1.2. Enable the Client to travel in and/or safely control the vehicle on New Zealand roads; and
  - 4.5.1.3. Work with third party providers (e.g. hoists, hand and ancillary controls) to ensure the retention of the warranty provided by the component's manufacturer (where applicable).
- 4.6. During the Vehicle Modification process, the Supplier will immediately inform the Vehicle Assessor if:
  - 4.6.1. You have any concerns or believe that the Vehicle Modifications may not meet the assessed needs of the Client; and/or
  - 4.6.2. Any further Vehicle Modifications may be required in order to meet the assessed needs of the Client; and/or
  - 4.6.3. There are any other opportunities/modifications to achieve better value for money in the delivery of the Vehicle Modifications.
- 4.7. The Supplier will respond to any issues which arise during the modification process and facilitate a resolution where a dispute has arisen ensuring an appropriate escalation model is used to communicate these to ACC.
- 4.8. The Supplier will ensure installed hand control systems are dual control to enable the vehicle to be driven in a conventional manner by an able-bodied person.
- 4.9. The Supplier will not make any material alteration, addition or omission from the work approved by ACC at any stage of the Services without prior agreement from ACC.
- 4.10. The Supplier will provide ACC with Vehicle Build and Modification records (an example template is provided in Appendix 2 of the Vehicle Modification Services Operational Guidelines) for every vehicle on completion of the modification that will include:
  - 4.10.1. Vehicle Identification Number (VIN);
  - 4.10.2. Specific Operations;
  - 4.10.3. Warranties:
  - 4.10.4. Sign off; and

- 4.10.5. Repair/rectification.
- 4.11. The Supplier will provide the Client and/or their carer with:
  - 4.11.1. Information and advice on the Vehicle Modification process and expected timeframes:
  - 4.11.2. Appropriate training including providing a full users' manual (an example template is provided in Appendix 3 of the Vehicle Modification Services Operational Guidelines) detailing the safe operation and use of all installed controls and modifications and including the unique features of the modified vehicle; and
  - 4.11.3. Comprehensive service and maintenance information on handover of the vehicle.

#### 4.12. Client Satisfaction Survey

- 4.12.1. The Supplier will conduct a satisfaction survey, using a template provided by ACC, for each Client on completion of the Vehicle Modifications.
- 4.12.2. Results from these surveys will be used to assess whether the Supplier is achieving the service specific quality requirements related to Client satisfaction.

#### 5. KEY PERSONNEL AND ACCOUNT MANAGEMENT

- 5.1. The Supplier will supply an Account Manager to clearly delineate the lines of communication, accountability and responsibility between ACC and the Supplier, who will:
  - 5.1.1. Resolve day to day issues that arise through the normal course of business;
  - 5.1.2. Maintain service levels;
  - 5.1.3. Coordinate all reporting requirements;
  - 5.1.4. Identify potential savings and alternative product sourcing;
  - 5.1.5. Meet with ACC to review Service provision against performance measures; and
  - 5.1.6. Evaluate the satisfaction of customers within ACC during the term of the contract.

#### 6. LINKAGES

- 6.1. The Supplier is required to develop and maintain linkages with:
  - 6.1.1. ACC contracted Transport Assessment Services (TFIA and HSTAS Assessors) who provide services on behalf of ACC to undertake a Transport for Independence Assessment;

- 6.1.2. Low Volume Vehicle Technical Association (LVVTA) and New Zealand Transport Agency (NZTA) to ensure that all modifications comply with applicable rules and standards; and
- 6.1.3. Third party providers (e.g. hoists, hand and ancillary controls) to ensure retention of the warranty provided by the component's manufacturer.

#### 7. CONFORMITY OF VEHICLE MODIFICATIONS

- 7.1. The Supplier will:
  - 7.1.1. Use an engineered solution that demonstrates conformity and repeatability of production and will meet/exceed all applicable Land Transport Compliance Rules and/or Low Volume Vehicle Standards. Where an engineered solution is not available to meet an identified need provide a solution which is professionally designed, including appropriate technical drawings and component specification list and is signed off through the Low Volume Vehicle System;
  - 7.1.2. Ensure all modifications are designed and constructed using materials and components that are:
    - 7.1.2.1. Fit for purpose;
    - 7.1.2.2. Compliant with all safety regulations; and
    - 7.1.2.3. Safe to operate;
  - 7.1.3. Ensure that the vehicle retains the OEM warranty. In addition the vehicle will be covered by the Supplier's standard warranty for the modifications that have been carried out to the vehicle. Where components have been purchased from a third party (e.g. hoists, hand and ancillary controls) the Supplier will retain responsibility for the warranty provided by the component's manufacture;
  - 7.1.4. Ensure that all works and components meet:
    - 7.1.4.1. The Consumer Guarantees Act 1993;
    - 7.1.4.2. Sale of Goods Act 1908, Fair Trading Act 1986; and
    - 7.1.4.3. The Contractual Remedies Act 1979;
  - 7.1.5. Ensure that Vehicle Build Records are kept and will include but may not be limited to VIN, specific operations, electrical and other appropriate diagrams, sign-off, repair/rectification.

#### 8. QUALIFICATIONS AND EXPERIENCE

8.1. The Supplier will ensure that all staff and any contractors have the appropriate qualifications and competencies to administer the Service effectively and efficiently.

- 8.2. The Supplier will engage appropriately skilled staff that:
  - 8.2.1. Are experienced and qualified in the provision of accessible vehicle modifications; and
  - 8.2.2. Have the knowledge, relevant qualifications and professional body memberships, skill base and experience appropriate for the provision of Services and who have been trained and briefed appropriately to provide Services that will meet all relevant New Zealand legislation, regulations, codes and standards pertaining to Vehicle Modification.

#### 9. SERVICE COVERAGE

9.1. The Supplier will ensure that the Services specified in this Service Schedule are delivered in an equitable matter to Clients in the regions specified in Part A, clause 2.

#### 10. SERVICE LOCATION

- 10.1. The Supplier will provide suitable premises that will include accessible facilities in order for a Client and the Assessor to undertake the necessary onsite assessment with the Supplier to determine appropriate Client specific modifications.
- 10.2. The Supplier, on request by ACC, may be required to meet a Client and/or Assessor at a location more appropriate to the Client and/or Assessor to undertake the necessary onsite assessment with the Supplier to determine appropriate Client specific modifications.
  - 10.2.1. All travel must be approved by ACC in advance.

#### 11. EXCLUSIONS

- 11.1. The following Services are excluded from this Service Schedule (without limitation):
  - 11.1.1. Direct purchase of Rehabilitation Equipment, for example mobility scooters;
  - 11.1.2. Transport for Independence Assessment or Highly Specialised Transport Assessment by an approved ACC Specialised TFI Assessor;
  - 11.1.3. Provision of Low Volume Vehicle Inspection and Certification as a core function of the Supplier. The Supplier will arrange, on behalf of ACC, for an independent LVVTA Certifier to inspect the modified vehicle and provide a 3A/3B Statement of Compliance and issue an LVVTA Certification plate for the vehicle (where required);
  - 11.1.4. Level 1 Suppliers are excluded from the provision of any Level 2 and 3 modifications, including the direct purchase of vehicles.

- 11.1.5. Level 2 Suppliers are excluded from the provision of any Level 3 modifications including the direct purchase of vehicles.
- 11.1.6. On-going servicing and maintenance of vehicles and modifications.

#### 12. BENCHMARKING

- 12.1. ACC will use information collected about Vehicle Modifications to undertake benchmarking no less than 12 monthly to ensure that the Supplier's performance and prices are relative to other suppliers of similar services.
  - 12.1.1. Any performance issues identified through this process will be managed in accordance with clause 14 (Improving Services) of the Standard Terms and Conditions.
  - 12.1.2. Where variances from benchmarked pricing are identified, ACC may undertake a price review in accordance with Part A, clause 4 Service Items and Prices.

#### 13. SERVICE DEVELOPMENT

13.1. ACC has an ongoing service improvement programme which may result in changes to systems and processes. The Supplier will be consulted on any proposed changes which will impact on either the management or provision of Services prior to implementation. Any changes to this Service Schedule will be made in accordance with clause 4 (Changes to this Contract) of the Standard Terms and Conditions.

#### 14. SERVICE ACCESS

14.1. Access to Vehicle Modification Services is available to Clients who have been identified by ACC as requiring a modified vehicle to meet their injury related transportation needs and have been referred in accordance with clause 16.

#### 15. SERVICE EXIT

- 15.1. Services are deemed to be completed for a Client when:
  - 15.1.1. Vehicle modifications have been satisfactorily completed, are fit for purpose, meet the assessed injury related need, and are as set out in the agreed quotation; and
  - 15.1.2. The Notice of Satisfactory Completion has been completed by the Client and Assessor; and
  - 15.1.3. The vehicle has been issued with the appropriate LVVTA certification (where required); and

- 15.1.4. The certification plate has been affixed to the vehicle (where required); and
- 15.1.5. The vehicle has been collected by or delivered to and accepted by the Client; and
- 15.1.6. ACC has received the Vehicle Build/Modification records, Notice of Satisfactory Completion and a copy of the LVVTA certification (where required) for the modified vehicle; or
- 15.1.7. ACC advises the Supplier to stop the vehicle modification.

#### 16. REFERRAL PROCESS

- 16.1. The Vehicle Modification Services will commence on receipt by the Supplier of:
  - 16.1.1. A request for quotation from an Assessor for the provision of modifications to a standard vehicle; or
  - 16.1.2. A request for quotation from an Assessor or ACC for repairs to a modified standard vehicle.

#### 17. COMMENCEMENT OF STANDARD VEHICLE MODIFICATION SERVICES

#### Level 1 and 2 Vehicle Modifications

- 17.1. Within 5 Business Days of receipt of a request for quotation the Supplier will provide the Assessor with a quote (an example template is provided in the Vehicle Modification Services Operational Guidelines).
- 17.2. The quote will be valid for the period of 30 days and include at a minimum the following information:
  - 17.2.1. Client claim number as provided by the Assessor;
  - 17.2.2. A breakdown of the parts costs (excl. GST);
  - 17.2.3. Labour hours and costs (excl. GST);
  - 17.2.4. Timeframes (including any lead times);
  - 17.2.5. Costs for certification if required and the name of the New Zealand Transport Agency appointed Certifier that will be providing the certification for this work;
  - 17.2.6. Any other LVVTA or NZTA costs; and
  - 17.2.7. Transportation/Delivery costs.
- 17.3. Where the Supplier does not have a standard quotation form, an example template is available in the Vehicle Modification Service Operational Guidelines.

- 17.4. Within 5 Business Days of receipt of an ACC Decision Letter (VM02) containing an ACC Purchase Order Approval Number the Supplier will make arrangements and confirm a date for the Client's vehicle to be transported to their place of business for modification.
- 17.5. The Supplier will work with the Assessor and the Client to ensure the fitting and correct adjustment of the Client specific modifications that meet their agreed injury related needs.
- 17.6. The Supplier will complete the vehicle modifications within 10 Business Days of the vehicle arriving at the Supplier's place of business.
- 17.7. Within 2 Business Days of completion of the vehicle modifications the Supplier will arrange for the Assessor and Client to review the modifications and complete the Notice of Satisfactory Completion form.
- 17.8. Within 5 Business Days of satisfactory completion of the agreed vehicle modifications the Supplier will arrange for an independent LVVTA Certifier (where required) to:
  - 17.8.1. Inspect the modified vehicle;
  - 17.8.2. Provide a Statement of Compliance; and
  - 17.8.3. Issue a LVVTA Certification Plate.
- 17.9. Within 2 Business Days of issue and attachment of the LVVTA Certification Plate to the vehicle (where required) the Supplier will arrange delivery to, or collection by, the Client.
- 17.10. Where independent certification is not required, the Supplier will, within 2 Business Days of completion of the Notice of Satisfactory Completion, arrange delivery of the vehicle to, or collection by the Client.
- 17.11. Delivery and acceptance

The vehicle will be delivered to the Client in the same condition in which the Supplier received it, ready for Client inspection and acceptance.

- 17.12. On handover of the vehicle the Supplier will provide the Client with:
  - 17.12.1. Any warranties and certification;
  - 17.12.2. Comprehensive service and maintenance information; and
  - 17.12.3. Appropriate training and instruction including providing a full users' manual (an example template is provided in the Vehicle Modification Services Operational Guidelines) detailing the safe operation and use of all installed controls and modifications and including the unique features of the modified vehicle.

- 17.13. Within 2 Business Days of completion of the Notice of Satisfactory Completion, the Supplier will forward to ACC a copy of the completed Notice of Satisfactory Completion and the Vehicle Build/Modification records (an example template is provided in the Vehicle Modification Services Operational Guidelines) for the vehicle. Build and Modification records will include (but not be limited to):
  - 17.13.1. Vehicle Identification Number (VIN);
  - 17.13.2. Specific Operations; and
  - 17.13.3. Sign off; and
  - 17.13.4. Repair/rectification records.

#### **Level 3 Vehicle Modifications**

- 17.14. On receipt of a request, from an HSTAS Assessor, to undertake an initial assessment, the Supplier will work with the Assessor and the Client to identify the most suitable vehicle make, model, features and potential modifications required to meet the identified injury related needs.
- 17.15. Within 10 Business Days of the initial assessment the Supplier will provide a quote (an example template is provided in the Vehicle Modification Services Operational Guidelines) to the Assessor for the proposed modifications.
- 17.16. The quote will be valid for the period of 30 days and include:
  - 17.16.1. Client claim number as provided by the Assessor;
  - 17.16.2. Details of vehicle purchase including:
    - 17.16.2.1. Vehicle Make;
    - 17.16.2.2. Vehicle Model;
    - 17.16.2.3. Vehicle Features;
  - 17.16.3. A summary of Stage 1 and Stage 2 Vehicle Modification costs including:
    - 17.16.3.1. A breakdown of the parts/materials costs (excl. GST);
    - 17.16.3.2. Labour hours and costs (excl. GST);
  - 17.16.4. Timeframes including all key milestones (and any lead times);
  - 17.16.5. Costs for certification if required and the name of the New Zealand Transport Agency appointed Certifier that will be providing the certification for this work;
  - 17.16.6. Any other LVVTA or NZTA costs; and
  - 17.16.7. Transportation/Delivery costs.
- 17.17. Within 5 Business Days of receipt of an ACC Decision Letter (VM02) containing an ACC Purchase Order Approval Number the Supplier will order the approved vehicle.

#### STAGE 1 VEHICLE MODIFICATIONS

17.18. Within 60 Business Days of receipt of the vehicle at the Supplier's premises, or as otherwise agreed with ACC, the Supplier will complete Stage 1 Vehicle Modifications.

#### SECONDARY ASSESSMENT

- 17.19. Within 2 Business Days of completion of Stage 1 Vehicle Modifications the Supplier will notify the Assessor and arrange a secondary assessment.
- 17.20. Within 10 Business Days of notifying the Assessor, the Secondary Assessment, in conjunction with the Client and Assessor, will take place to determine the fitting and accurate adjustment of Client specific modifications necessary to meet the injury related needs of the Client.

#### **Stage 2 Vehicle Modifications**

- 17.21. The Supplier will complete Stage 2 Vehicle Modifications to the vehicle within 20 Business Days of the secondary assessment, or as otherwise agreed with ACC.
- 17.22. Where the Client is to be the driver of the vehicle the Supplier will:
  - 17.22.1. Within 2 Business Days of completion of Stage 2 Vehicle Modifications notify the Assessor and arrange a suitable time in order for an off-road and on-road driving assessment to be undertaken to ensure that the Client is able to safely operate the vehicle on New Zealand roads.
  - 17.22.2. Provide appropriate vehicle certification in order for the vehicle to be temporarily used during the on-road assessment.
  - 17.22.3. On completion of the on-road assessment, the Supplier will arrange for the Assessor and Client to complete the Notice of Satisfaction Completion form.
  - 17.22.4. Within 5 Business Days of receiving final approval from the Assessor and Client (as evidenced by a completed Notice of Satisfactory Completion) the Supplier will arrange for an independent LVVTA Certifier to:
    - 17.22.4.1. Inspect the modified vehicle; and
    - 17.22.4.2. Provide a 3B Statement of Compliance; and
    - 17.22.4.3. Issue a LVVTA Certification Plate.
- 17.23. Where the Client is to be a passenger in the vehicle the Supplier will:
  - 17.23.1. Within 2 Business Days of completion of Stage 2 Vehicle Modifications notify the Assessor and arrange a final review of the modifications to ensure that the Client is able to be safely transported in the vehicle on New Zealand roads.
  - 17.23.2. On completion of the final review, arrange for the Assessor and Client to complete the Notice of Satisfaction Completion form.

- 17.23.3. Within 5 Business Days of receiving final approval from the Assessor and Client (as evidenced by a completed Notice of Satisfactory Completion) arrange for an independent LVVTA Certifier to:
  - 17.23.3.1. Inspect the modified vehicle;
  - 17.23.3.2. Provide a 3B Statement of Compliance; and
  - 17.23.3.3. Issue a LVVTA Certification Plate.
- 17.24. Within 2 Business Days of completion of the Notice of Satisfactory Completion, the Supplier will forward to ACC the Vehicle Build/Modification records (an example template is provided in the Vehicle Modification Services Operational Guidelines) for the vehicle. Build and Modification records will include (but not limited to):
  - 17.24.1. Vehicle Identification Number (VIN);
  - 17.24.2. Specific Operations; and
  - 17.24.3. Sign off; and
  - 17.24.4. Repair/rectification records.

#### Inspection

- 17.25. Within 2 Business Days following the issue and attachment of the LVVTA Certification plate to the vehicle the Supplier will arrange delivery of the modified vehicle to the Vehicle Dealership closest to the Client's locality (or as otherwise negotiated by ACC) for:
  - 17.25.1. Pre-delivery inspection
  - 17.25.2. Warrant of Fitness/Certificate of Fitness testing
  - 17.25.3. Registration of the vehicle to the Client and 2000km of Road User Charges (where applicable)
- 17.26. Payment of costs associated with these activities is the responsibility of the Supplier.

#### **Delivery and acceptance**

- 17.27. The Supplier will notify ACC and the Vehicle Assessor of the estimated date of delivery.
- 17.28. The vehicle will be delivered cleaned, groomed ready for Client inspection and acceptance.
- 17.29. On handover of the vehicle the Supplier will provide the Client with:
  - 17.29.1. Any warranties and certification;
  - 17.29.2. Comprehensive service and maintenance information;

17.29.3. Appropriate training and instructions on the Safe Use of the vehicle modifications including providing a full users' manual (an example template is provided in the Vehicle Modification Services Operational Guidelines) detailing the safe operation and use of all installed controls and modifications and including the unique features of the modified vehicle.

#### **Adjustments**

- 17.30. The Supplier will make any necessary adjustment to the Stage 2 Vehicle Modification set up for each Client. Services are deemed to include one return visit within 3 months of delivery to the Client if requested by the Assessor and approved by ACC.
- 17.31. The purpose of the return visit is for adjustment of installed equipment only.
- 17.32. Labour costs associated with the return visit are the responsibility of the Supplier.
- 17.33. If further adjustments or fine tuning are required by the Client then these shall be paid for privately by the Client unless authorised by ACC in writing including the issue of an additional ACC Purchase Order Approval Number.
- 17.34. In addition to the Supplier's obligations under warranty, any products delivered to Clients which are damaged or defective (at the time of delivery), or which are not otherwise in accordance with the accepted Stage 1 and Stage 2 Vehicle Modification quotes, may be returned to the Supplier within 10 Business Days of delivery, and the Supplier will repair and re-deliver the repaired products, at no cost to ACC or any ACC Client.

#### Repair of Level 3 Modified Vehicles

- 17.35. Within 5 Business Days of receipt of a request for quotation for repairs from the Assessor or ACC, the Supplier will provide a quote to ACC for the required repairs.
- 17.36. The quote will be valid for the period of 30 days and include:
  - 17.36.1. Client claim number;
  - 17.36.2. Labour costs (excl. GST);
  - 17.36.3. A breakdown of the parts/materials costs (excl. GST);
  - 17.36.4. Costs for re-certification if required and the name of the New Zealand Transport Agency appointed Certifier that will be providing the certification for this work;
  - 17.36.5. Any other LVVTA or NZTA costs; and
  - 17.36.6. Transportation/Delivery costs.

- 17.37. On receipt of an ACC decision letter containing an ACC Purchase Order Approval Number the Supplier will arrange for the vehicle to be transported to the Supplier's facility, complete the repairs and return the vehicle to the Client within 10 Business Days, or as otherwise agreed with ACC.
- 17.38. The vehicle will be delivered cleaned, groomed ready for Client inspection and acceptance.

#### 18. TIMEFRAMES

- **18.1.** Timeframes to be met under this Service Schedule are set out in Appendix 1 Timeframes.
- 18.2. If, for any reason, any timeframe is not able to be met the Supplier must, as soon as they become aware of the delay, advise ACC, the Client and the Assessor and negotiate an amended timeframe.

#### 19. WARRANTIES

- 19.1. All parts and materials used will be suitable, new and will be subject to:
  - 19.1.1. The Consumer Guarantees Act 1993;
  - 19.1.2. Sale of Goods Act 1908, Fair Trading Act 1986; and
  - 19.1.3. The Contractual Remedies Act 1979.
- 19.2. If any product or manufacturing defect becomes apparent within the warranty period the Supplier shall rectify the defect at no charge to ACC or the Client.
- 19.3. The warranty claim procedure is:
  - 19.3.1. On discovery of a potential warranty claim the Supplier will arrange for the vehicle to be returned or collected from the Client;
  - 19.3.2. The Supplier shall assess the problem to determine whether the problem is a warrantable defect;
  - 19.3.3. Where the defect is deemed to have arisen from the Modification, the Supplier will arrange for the vehicle to be returned, at the Supplier's cost, to the Supplier for rectification.
- 19.4. The Supplier must provide the Client with a written warranty specifying all terms and warranty periods.
- 19.5. These warranty obligations shall survive the termination of this Service Schedule.

#### 20. OWNERSHIP AND RISK

- 20.1. Where a vehicle is purchased on behalf of ACC for modification, risk remains with the Supplier until the vehicle is delivered to, and accepted by, the Client at which point risk and ownership will transfer to the Client. The Supplier will have and maintain insurance for all vehicles in their control until the vehicle is delivered to, and accepted by the Client.
- 20.2. The Supplier will not utilise any vehicles purchased on behalf of ACC for any purpose outside of this Service Schedule without the express permission of ACC via the ACC Category Manager Vehicles except where the vehicles are to be used at the Supplier's premises for the purposes of demonstrating the vehicle to other Clients.
- 20.3. The Supplier is responsible for providing premises that allow for the safe storage of all vehicles whilst the Supplier is in possession of a vehicle for the purpose of providing Vehicle Modification Services.

#### 21. FAILURE TO REMEDY DEFECTS

- 21.1. If the Supplier fails to remedy any defect or damage within the agreed timeframes, 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.
- 21.2. If the Supplier fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Supplier, ACC may carry out the work itself or by others, in a reasonable manner and at the Supplier's cost.

#### 22. CUSTOMER SERVICE

- 22.1. The Supplier will provide a centralised electronic system for accepting referrals and monitoring the progress of Vehicle Modification Projects. This will include:
  - 22.1.1. An electronic register that tracks progress on each Client Project and is readily accessible and available to ACC on request, (this will meet all ACC's requirements for the protection of Client privacy and the security of their personal information); and
  - 22.1.2. A single point of contact for referrals.
- 22.2. The Supplier will develop and maintain a website that offers information about services to the general public and interested parties. This website will be easy to read and navigate and meet accessibility standards/requirements. This information will include a complaints procedure, and up to date advice for Vehicle Assessors.
- 22.3. The Supplier will work with ACC to refine Vehicle Assessment reporting templates and forms to ensure the accurate capture of information in order to streamline Vehicle Modification Services process.

- 22.4. The Supplier will work with ACC to develop and administer a customer satisfaction survey every year whilst providing this Service.
- 22.5. The Supplier will provide the Client with access to:
  - 22.5.1. Status updates on their Vehicle Modification progress;
  - 22.5.2. Resources to showcase examples of Vehicle Modifications e.g.:
    - 22.5.2.1. Vehicle layouts and design;
    - 22.5.2.2. Photographs of completed vehicle modifications;
    - 22.5.2.3. Contacts details of previous Clients willing to show their vehicle modifications.

#### 23. COMPLAINTS PROCEDURE

- 23.1. Complaints received from Clients in respect of Vehicle Assessments, Funding or Entitlement Decisions are the responsibility of ACC. If the Supplier receives a complaint of this nature, you will refer it to ACC within 2 Business Days of receipt of the complaint.
- 23.2. For complaints received from any source in respect of standards of workmanship, performance by or, behaviours of the Supplier or the Supplier's subcontractors, the Supplier will, in the first instance, mediate between the complainant and the Supplier or the Supplier's subcontractors.
- 23.3. If a complaint referred to in clause 23.2 cannot be resolved it will be referred to the ACC Manager Transport for Independence.
- 23.4. ACC will investigate and negotiate a resolution with the parties involved.
- 23.5. Where there is a dispute about the standard of vehicle modification work undertaken by the Supplier or their Subcontractor, ACC may withhold payment of the invoice for that work until the work is completed in a satisfactory manner.
- 23.6. 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 of progress as part of your quarterly reporting.

#### 24. PERFORMANCE REQUIREMENTS

- 24.1. The Supplier will maintain records of timeliness of service provision.
- 24.2. The Supplier will meet the Key Performance Indicators set out in Appendix 2. ACC will measure the success of this Service and the Supplier's performance based on the Key Performance Indicators set out in Appendix 2.

#### 25. REPORTING REQUIREMENTS

25.1. The Supplier will complete and submit detailed reports using the agreed reporting templates as defined in the table below:

Report Title	Report Details	Frequency
Summary Report	Report to include:	Levels 1 and 2:
	<ul> <li>Summarised results of client satisfaction surveys</li> </ul>	Six monthly from Start Date
	<ul> <li>Volumes</li> </ul>	Level 3:
	<ul> <li>Summary of timeframes to complete modifications</li> </ul>	Quarterly from Start Date Reports to be received
	<ul> <li>Warranty claims (number and reason)</li> <li>Repairs and maintenance of modifications</li> </ul>	by ACC within one
		calendar month of the end of the reporting period
	Incomplete modifications	
	<ul> <li>Issues, trends and exceptions</li> </ul>	
	<ul> <li>Number of LVVTA certifications achieved</li> </ul>	
	<ul> <li>Number of LVVTA certification failures and reasons for failure</li> </ul>	
KPI Report	Summarised performance for the period against each of the contractual KPIs.	Levels 1 and 2: Six monthly from Start
	Include narrative to explain reasons when	Date
	KPIs have not been achieved.	Level 3:
		Quarterly from Start Date
		Reports to be received by ACC within one calendar month of the end of the reporting period

25.2. In addition to the reports specified in the Table at 25.1, ACC may require the Supplier to provide further information or reports on the services provided. Any requests will be reasonable and the Supplier shall provide the information within 20 Business Days of the request being made.

#### 26. PAYMENT AND INVOICING

- 26.1. ACC agrees to pay the prices up to the value of an approved ACC Purchase Order provided to the Supplier for Services provided in accordance with this Contract.
- 26.2. If the Supplier considers the cost of any Services will exceed the value of a Purchase Order the Supplier may seek approval for an increase from ACC prior to proceeding with the work and billing ACC. ACC will not pay any amount in excess of the value of a Purchase Order unless prior approval has been obtained.

#### 26.3. ACC will not pay for:

26.3.1. The provision of any Services undertaken by the Supplier that are outside of the work outlined in both the assessment from the Assessor report accepted by ACC and associated Purchase Order approval from ACC.

#### 26.4. The Supplier:

- 26.4.1. Will not charge any additional cost, excess or part charge to the Client or any other person in connection with the Services provided and invoiced to ACC under this Service Schedule;
- 26.4.2. Will enter an agreement with the Client for supply of goods or services that are outside of this Service Schedule where payment will not be sought by either the Supplier or Client for such goods or services from ACC.

#### 26.5. GST Invoice

- 26.5.1. The Supplier is entitled to raise a separate GST invoice in respect of each Client following the completion of the Service in accordance with clause 15.1. To ensure efficient payment processing by ACC, this invoice will contain information consistent with that received in the ACC Purchase Order which initiated the Service, particularly with regard to service codes.
- 26.5.2. Wherever practical, the GST invoice will be in the form of XML transactions transmitted electronically to ACC either directly or using the XMLBuilder application supplied by ACC.
- 26.6. In addition to the requirements included in ACC's Standard Terms and Conditions, clause 10, the Supplier's invoice will also contain:
  - 26.6.1. the ACC claim number; and
  - 26.6.2. the vehicle VIN Number or factory number.
- 26.7. Payment for goods and services will not be made until the vehicle has passed all inspections and is fully compliant with all relevant legislation and standards.

#### 27. SUSTAINABILITY

- 27.1 The Supplier will:
- 27.1.1. Perform all Services in a manner that gives appropriate regard to the protection of the natural environment and will comply with all environmentally related legislation and codes of practices relating to the Services being offered; and
- 27.1.2. Ensure any opportunities for improvement in ACC's environmental performance identified by the Supplier's employees or subcontractors are reported to the relevant ACC key contact.

#### 28. RISK AND RESPONSIBILITY

- 28.1. The Supplier will indemnify ACC against all claims, damages, losses and expenses in respect of damage to, or loss of any property where such damage or loss:
  - 28.1.1. 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
  - 28.1.2. 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.

#### 29. INSURANCE

- 29.1. The Supplier will arrange, pay, and maintain for the Term of each Service Schedule:
  - 29.1.1. Levies payable under the AC Act, and any other insurance that may be required by all relevant laws of New Zealand;
  - 29.1.2. Insurance for any damage and/or loss of the vehicle whilst in their care for a sum of not less than the replacement value of the vehicle and installed modifications;
  - 29.1.3. Any other insurances required by legislation for the performance of the Services.

#### Level 1 and 2 Suppliers

- 29.1.4. 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;
- 29.1.5. 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;

#### **Level 3 Suppliers**

- 29.1.6. 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;
- 29.1.7. 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;
- 29.2. The Supplier will produce satisfactory evidence of insurance at ACC's request.

#### 30. TRANSITION ON TERMINATION OF SERVICES

#### **Change of Supplier**

- 30.1. The Supplier acknowledges and agrees that prior to the End Date of this Service Schedule, or earlier termination in accordance with the Agreement, ACC must be able to maintain continuity of these Services, whilst inviting proposals, putting a new Supplier in place or taking over the Services itself.
- 30.2. The Supplier will co-operate to the extent reasonably expected of any Supplier of similar services, in order to ensure that any hand over of the Services to another supplier or to ACC itself is conducted smoothly and professionally. The Supplier is not required to provide access to or disclose or make available it's know how, techniques, or information that is confidential to it in complying with this requirement.
- 30.3. In the event of the need for a hand over of the Services either to ACC or another service provider, the Supplier will continue to provide the Services until the End Date or Termination Date. The Supplier will also co-operate with ACC and any incoming service provider to develop a phase in/phase out plan with a mutually agreed schedule for hand-over of responsibilities to the incoming service provider. This plan and schedule will provide for full and uninterrupted provision of the Services.
- 30.4. The Supplier will provide all reports and additional information required for transition at no cost to ACC and without limitation on ACC's ability to access or retrieve such reports or additional information.

#### 31. DEFINITIONS AND INTERPRETATION

In this Service Schedule, unless the context otherwise requires:

**Assessor** means an approved ACC Social Rehabilitation Assessment – Highly Specialised Transport for Independence Assessor or Transport for Independence Assessor, usually an Occupational Therapist.

**Certifier** means 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.

**Fit for Purpose** means when applied to a vehicle modification that the vehicle, 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.

**Highly Specialised Transport Assessment Service (HSTAS)/Assessor** means an approved ACC Social Rehabilitation Assessment – Highly Specialised Transport for Independence Assessor, usually an Occupational Therapist.

**Highly Specialised Modified Vehicle** means a new vehicle which is sourced from the vehicle manufacturer by the Supplier and is then modified for use through Stage 1 and Stage 2 Vehicle Modifications.

**LVVTA** means Low Volume Vehicle Technical Association.

**NZTA** means New Zealand Transport Agency.

**OEM** means Original Equipment Manufacturer or Vehicle Manufacturer.

**Rehabilitation Equipment** means equipment which is a re-usable aid that assists a Client in their daily living activities and is not fixed to the Client's vehicle. Rehabilitation equipment is usually provided by Medical Rehabilitation Equipment Services (MRES) and is owned by ACC.

**Transport for Independence Assessment Service (TFIA)/Assessor** means an approved ACC Social Rehabilitation Assessment – Transport for Independence Assessor, usually an Occupational Therapist.

**Vehicle Modification Equipment** means the equipment that is added or removed from a vehicle and pertains to motor vehicles. Once fitted vehicle modification equipment is usually a permanent fixture of the vehicle and is owned by the Client.

**Vehicle Modification** means 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.

Vehicle Modifier means person who is undertaking vehicle modifications.

## **Appendix 1: Timeframes**

Situation	Part B Clause Reference	Timeframe		
Level 1 and 2 Vehicle Modifications				
Submission of quote for Level 1 and 2 Vehicle Modifications based on request from TFIA Assessor or ACC	17.1	Within 5 Business Days of request		
Arrange for the Client's vehicle to be transported to the Supplier's place of business for modification	17.4	Within 5 Business Days of receipt of ACC Decision Letter containing an ACC Purchase Order Number		
Vehicle Modifications completed	17.6	Within 10 Business Days of vehicle delivery to business premises		
Arrange for the Assessor and Client to review the modifications	17.7	Within 2 Business Days of completion of modifications		
Arrange for an independent LVVTA Certifier to inspect the vehicle and attach a Certification Plate (where required)	17.8	Within 5 Business Days of sign off from Assessor and Client		
Arrange delivery of the vehicle for handover	17.9	Within 2 Business Days of affixing Certification Plate		
Vehicle Build and Modification records for the vehicle submitted to ACC	17.13	Within 2 Business Days of completion of Notice of Satisfactory Completion		
Client provided with appropriate training full user's manual and comprehensive service and maintenance information	17.12	On handover		
Level 3 Vehicle Modifications				
Submission of quote for Level 3 Vehicle Modifications based on request from HSTAS Assessor or ACC	17.15	Within 10 Business Days of request		
New vehicle ordered	17.17	Within 5 Business Days of receipt of ACC Decision Letter containing an ACC Purchase Order Number		
Stage 1 Vehicle Modifications completed	17.18	Within 60 Business Days of receipt of vehicle		
Notify HSTAS Assessor of completion of Stage 1 modifications	17.19	Within 2 Business Days of completion of Stage 1 Modifications		
Stage 2 Vehicle Modifications completed	17.22	Within 20 Business Days of completion of the Secondary Assessment		

Situation	Part B Clause Reference	Timeframe
Notify Assessor of completion of Stage 2 Vehicle Modifications	17.23.1, 17.23.1	Within 2 Business Days of completion of Stage 2 Modifications
Arrange for an independent LVVTA Certifier to inspect the vehicle and attach a Certification Plate	17.22.4, 17.23.3	Within 5 Business Days of completion of Notice of Satisfactory Completion
Vehicle Build and Modification records for the vehicle submitted to ACC	17.24	Within 2 Business Days of completion of Notice of Satisfactory Completion
Arrange for the vehicle to be delivered to OEM Vehicle Dealership and notify ACC and the Assessor of the estimated delivery date	17.25	Within 2 Business Days of receipt of LVVTA certification
Submission of quote for Level 3 Vehicle Modification repairs based on request from HSTAS Assessor or ACC	17.35	Within 5 Business Days of request
Repairs to Level 3 Vehicle Modifications completed and vehicle returned to Client	17.37	Within 10 Business Days of receipt of ACC decision letter containing an ACC Purchase Order Number
Complaints		
Vehicle Assessments, Funding or Entitlement Decision complaints referred to ACC	23.1	Within 2 Business Days of receipt
Reporting		
Summary Reporting received by ACC	25.1	Within one calendar month or the end of the reporting period
Additional Reporting	25.2	Within 20 Business Days of the request being made

# **Appendix 2: Key Performance Indicators**

KPI	Clause Reference	Definition	Acceptable
Quotation			
Timeliness	17.1, 17.14	Quote based on request from Assessor or ACC	95% of quotations received within specified timeframe
Quality	4.2	Quote does not need to be returned or further clarification sought by the Assessor or ACC	95% of quotations do not require further clarification
Cost	17.2, 17.15, 27	All parts, materials, labour, certification, LVVTA, NZTA and other associated costs to	At least 95% of final invoices have no additional costs added from initial quote
		complete the modifications are accurately listed	No more than 5% of final invoices exceed costs from quotation by10%
Vehicle Trans	sportation		
Timeliness	17.3	Client's vehicle transported to the Suppliers place of business for modification	95% of Client vehicles transported to the Suppliers place of business within specified timeframe
Vehicle Modi	fications		
Timeliness	17.5, 17.17, 17.20	Vehicle modifications completed in accordance with the accepted quote	95% of Vehicle Modifications completed within specified timeframe
Quality	4.2, 4.3	Meets or exceeds the requirements detailed in ACC's Baseline Specifications for Standard and Highly Specialised Vehicle Modifications as detailed in the Operational Guidelines	100%
	7.1	Comply with all relevant Codes, Legislation, Ordinances, Regulations and New Zealand Standards	100%
Safety	4.3.1.1	Where possible and practicable ensures that all OEM Safety Systems which includes as a minimum Electronic Stability Control and 5 star ANCAP rating are retained	100%
	4.3.1.2	Modifications undertaken on an OEM Safety System are undertaken by a modifier who has the relevant qualifications and trade experience	100%

KPI	Clause Reference	Definition	Acceptable
Completion			
Timeliness	17.12, 17.23	Vehicle Build and Modification records submitted to ACC	At least 95% within the specified timeframe
KPI	Clause Reference	Definition	Acceptable
Certification			
Timeliness	17.7, 17.21.4, 17.22.3	LVVTA Certification is arranged within 5 Business Days of satisfactory completion of the agreed vehicle modifications	100%
Quality	4.4, 4.5	Certified as compliant by an authorised Low Volume Vehicle Certifier who holds the relevant LVVTA Certification categories applicable to the modification(s)	100% certified on first inspection
Handover			
	Level 1 and	2 Modifications	
Quality	17.10	Vehicle is returned to the Client in in the same condition in which the Supplier received it	95% of vehicles approved by Client – no complaints or returns
	17.11	On handover Client is supplied with all documentation and training	100% of Clients receive all relevant documents and training on handover
	Level 3 Mod	difications	
	17.26	Vehicle is cleaned, groomed and approved by the Client	95% of vehicles approved by Client – no complaints or returns
	17.27	On handover Client is supplied with all documentation and training	100% of Clients receive all relevant documents and training on handover
Customer Sat	isfaction		
Quality	4.13	Clients are satisfied with the modifications and the service that they received from the Supplier	At least 85% of Clients indicate on the Client satisfaction survey that they are satisfied or higher