



**He Kaupare. He Manaaki.
He Whakaora.**
prevention. care. recovery.

Outsourced Clinical Advisor (ORCA) Contract Application Form

Released: December 2023

HOW TO COMPLETE THIS APPLICATION

Completing your application

All applications are to be typed and forwarded via email. Handwritten applications will not be accepted.

Documents and Attachments

Please attach all documents as PDFs. We will not be able to evaluate illegible documents or documents that cannot be opened.

Due Diligence

Due diligence will be carried out on Respondents that pass evaluation. Due diligence may include:

- Investigation of any issues identified regarding past insurance claims, legal findings or HDC complaints, or similar, as provided in the RFA.
- Any evidence provided as part of your application or request for further evidence.

Award of Contract

Contracts will be issued to successful respondents following approval from ACC's delegated authority. ACC reserves the right not to award contracts to all Respondents that pass evaluation and due diligence. Any such decision will be based on an overall assessment of Respondents through the evaluation process.

PART A – PRE-CONDITIONS

Question	Your Information/Response
1. Indicate that you have read and agree to ACC's ORCA Standard Terms and Conditions available in Appendix 1.	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART B – CONTACT INFORMATION

Question	Your Information/Response
1. Full name and NZMC number of the proposed ORCA	
2. Legal name of entity applying for the contract. [individual name or company name to go on the contract]	
3. Trading name, if different from above. [The name you do business under]	
4. Your legal form [sole trader, trust, partnership, company, etc.]	
5. If you have an existing ACC Vendor ID, please insert that number, and associated vendor name	
6. Contact details of the person responsible for completing this Application Response form.	Name: Position: Phone: Email:
7. Contact details of the person who will be responsible for the day-to-day management of any resulting contract.	Name: Position: Phone: Email:
8. Name and position of authorised signatory for any resulting contract.	Name: Position:
9. Address	

PART C – VENDOR REGISTRATION

Question	Your Information/Response
Registration Forms	
1. If you are not already an ACC vendor, please apply to become a vendor here: ACC111	

PART D – BUSINESS MANAGEMENT AND DUE DILIGENCE

Question	Your Information/Response
Legal	
1. Are there any potential, pending or successful legal actions against the vendor or the proposed ORCA for any reason?	<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide full details of legal action:
Insurance	
2. Over the last five years have the vendor or the proposed ORCA had any insurance claims made against any insurance policies you hold? If yes, please provide details including the types of insurance policy, the date of the claim and the outcome of the claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please detail: Type of insurance: Date of the claim: Incident given rise to claim: Outcome of claim:
Financial Viability	
ACC would expect that your business is not reliant solely on ACC referrals because we cannot guarantee a specific quantity of referrals. You should derive funding from a range of sources.	
3. Indicate that you understand that an ORCA contract does not provide any level of guaranteed work	<input type="checkbox"/> Yes <input type="checkbox"/> No
Qualifications and Experience	
4. Proposed ORCA - please briefly explain your qualifications, training, and experience, or attach your CV <i>Insert your response on the right</i>	

PART E – ADVERSE FINDINGS

There is an on-going requirement for you to declare any adverse findings.

Question	Your Information/Response
Adverse Findings	
1. Has the vendor or the proposed ORCA been subject to any adverse findings currently or in the last 5 years, as an individual or as part of a practice, or been the subject of a complaint made to the Health and Disability Commissioner, the Police or a Professional Body or a fraud investigation in New Zealand, Australia, or the Pacific Islands?	<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide full details below or attached including dates and outcomes
2. Has the proposed ORCA ever been de-registered as a Named Provider or terminated from a contract with ACC or any other government agency because of a complaint or adverse findings as either a Supplier/Vendor or Named Provider?	<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide full details below or attached including dates and outcomes

PART F - DECLARATION

Respondent's declaration		
Topic	Declaration	Respondent's declaration
RFA Process, Terms and Conditions:	I/we have read and fully understand this application. I/we confirm that the Respondent/s agree to be bound by them.	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
Collection of further information:	<p>The Respondent/s authorises ACC to:</p> <ul style="list-style-type: none"> a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client b. use such information in the evaluation of this Application. <p>The Respondent/s agrees that all such information will be confidential to ACC.</p>	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
Ethics:	<p>In submitting this Application, the Respondent/s warrants that it:</p> <ul style="list-style-type: none"> a. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor b. has not directly or indirectly approached any representative of ACC (other than the Point of Contact) to lobby or solicit information in relation to the application c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of ACC. 	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
Conflict of Interest declaration:	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this application or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the application process the Respondent/s will report it immediately to ACC's Point of Contact.	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
Details of conflict of interest: [if you think you may have a conflict of interest briefly describe the conflict and how you propose to manage it or write 'not applicable'].		

DECLARATION

I/we declare that in submitting the application and this declaration:

- a. the information provided is true, accurate and complete and not misleading in any material respect
- b. the application does not contain intellectual property that will breach a third party's rights
- c. I/we have secured all appropriate authorisations to submit this application, to make the statements and to provide the information in the Application and I/we am/are not aware of any impediments to enter into a Contract to deliver the Requirements.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the application may result in the application being eliminated from further participation in the application process and may be grounds for termination of any Contract awarded as a result of the application.

By **TYPING YOUR NAME INTO THE SIGNATURE BOX** of this declaration, the signatory below represents, warrants and agrees that they have been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature: _____

Full name: _____

Title / position: _____

**Name of
organisation:** _____

Date: _____

FOLLOWING COMPLETION

EMAIL THIS FORM AND ALL REQUIRED DOCUMENTATION TO:
HEALTH.PROCUREMENT@ACC.CO.NZ

Note

- We will endeavour to process your application as soon as we can however, contract applications can take up to six weeks to process.

APPENDIX 1: ORCA Contract for Services - Standard Terms and Conditions

1.0 Agreement

ACC appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

2.0 Description of Services

2.1 The service to be provided is the provision of written advice to aid ACC's decision on a client's cover and/or entitlement. You will provide clinical guidance on cover and/or entitlement.

2.2 Cover guidance requires a comment on whether the client has a physical injury that was caused by an accident. Entitlement guidance may require comment on the causal link between the covered injury and the requested treatment (entitlement), and/or comment on whether the requested treatment is necessary and appropriate.

2.3 Within this context, you will receive requests for written guidance, otherwise referred to as tasks. An online induction pack will be made available, outlining 'cover' and 'entitlement' within the ACC context more fully.

2.4 Guidance is to be provided within the ACC recovery support platform, Salesforce. You will be provided with an ACC email address and to access ACC's systems via Azure Virtual Desktop (AVD). You will be required to sign a privacy agreement prior to accessing ACC's systems.

2.5 ORCA are required to complete an online induction. This includes an outline of 'cover' and 'entitlement' within the ACC legislative context and introduces you to the ACC systems that are used to provide advice.

3.0 Delivering the Service

3.1 The Supplier must:

- a) Maintain an appropriate qualification as a Medical Practitioner who is registered under the Medical Council of New Zealand, and hold a current unconditional Annual Practising Certificate
- b) Comply with all applicable laws and regulations, including but not limited to:
 - Health Practitioners Competence Assurance Act 2003
 - Accident Compensation Act 2001
 - Privacy Act 2020
 - Health Information Privacy Code 2020
 - the High Court rules in Part 9, Subpart 5 of the High Court Rules 2016: Expert witness to comply with code of conduct (see <http://www.legislation.govt.nz/regulation/public/2016/0225/latest/DLM6951902.html>) (with appropriate modifications)
- c) Use the degree of professional skill, care and diligence expected of an appropriately qualified person experienced in providing the same or similar services
- d) Meet all current clinical, ethical, and professional standards and guidelines

4.0 Adverse Comments

4.1 Each Party undertakes:

- a) Not to make any oral or written statement or comment to the media, a client, or member of the public about the operation of the Contract that criticises the other Party or public opinion of the other Party, or that brings the other Party into disrepute (an adverse comment)
- b) If responsible for such a statement or comment, at the request and with the prior agreement of the other Party, to promptly make an appropriate retraction or take such other remedial steps as are appropriate and reasonable in the circumstances, which will be without prejudice to any other rights, remedies, or actions available to the other Party
- c) Not to publicly display (for example, on websites or social networking sites) objectionable or derogatory comments about the Services, this Contract, each other, or any of its service providers, and to ensure that its service providers do not do so. Providing this Service

5.0 Receiving Requests for Advice (RFA), Tasks, Turnaround Times

5.1 ACC will email you an RFA requesting your confirmation of ability to provide written guidance (a task).

5.2 Alternatively, you may agree to complete up to a certain number of tasks weekly (or monthly) without prior confirmation via a Standard Task Number agreement

5.3 Unless otherwise notified, ACC requires you to respond to an RFA within 48 hours (within working hours) of receipt.

5.4 Unless otherwise notified, ACC requires you to complete written guidance within 5 working days of receipt.

5.5 If you're unable to meet the individual timeframes specified above, please contact your Contract Manager to discuss.

6.0 Conflict of Interest

6.1 Please let us know immediately if you become aware of a conflict of interest relating to any of the tasks sent to you.

6.2 If this happens, we ask that you return the task to us within five working days, and we'll cancel it.

6.3 The same applies if you become aware of any issue relating to ACC that has, or might have, media or public interest.

7.0 Privacy

For privacy reasons please make sure you maintain complete confidentiality in relation to all information within the tasks and the services you provide under this contract unless disclosure is agreed to by ACC or required by law.

8.0 Official Information Act

8.1 Under the Official Information Act 1982, ACC may from time to time receive requests for information involving your name, and ACC is obliged to release this information unless we have a good reason not to.

8.2 Should a client ask for a copy of the clinical advice you have supplied; your name will be in our report.

8.3 If you are contacted by a client or health provider about a report, please direct them to ACC.

8.4 It's important you do not enter into any discussions regarding written guidance provided.

9.0 Intellectual Property

9.1 ACC will own all guidance, reports and other intellectual property in the materials you deliver to us relating to the Service.

10.0 Sub-contracting

10.1 Sub-contracting is not allowed under this contract.

11.0 Insurance

10.1 It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise.

10.2 Insurance Policies: The Supplier must affect and maintain with a reputable insurer for the term of this Contract, and for 3 years following termination or expiry, the following types of insurance:

- a) professional indemnity insurance; and
- b) the amount and terms of such insurance cover to be adequate to protect the Buyer from non-performance of the Supplier's obligations under this Contract, having regard to any liability clause.

10.3 Evidence of Insurance: The Supplier is required to provide the Buyer with evidence of its current insurances as a condition precedent to the commencement of this Contract.

10.4 Prompt information: The Supplier must promptly inform ACC of:

- a) any claims relating to this Contract against the insurance policies referred to in this clause; and
- b) any material changes to, cancellation or non-renewal of, such policies

10.5 Currency of insurance: The Supplier must, upon request by ACC, provide the Buyer with evidence that all insurance cover required by clause 10.2 and described under the Insurance Policies is current and meets the other requirements of this Contract.

12.0 Termination

10.1 Either of us may for any reason terminate the Services on giving one weeks' written notice to the other party without being liable to the other party for any damages or compensation.