

## Part 4 - Statement of Requirements

ITS Number:	HPVITS2021-078
ITS Name:	Language Services
Closing Date and Time:	03 May 2021 17:00 AEST



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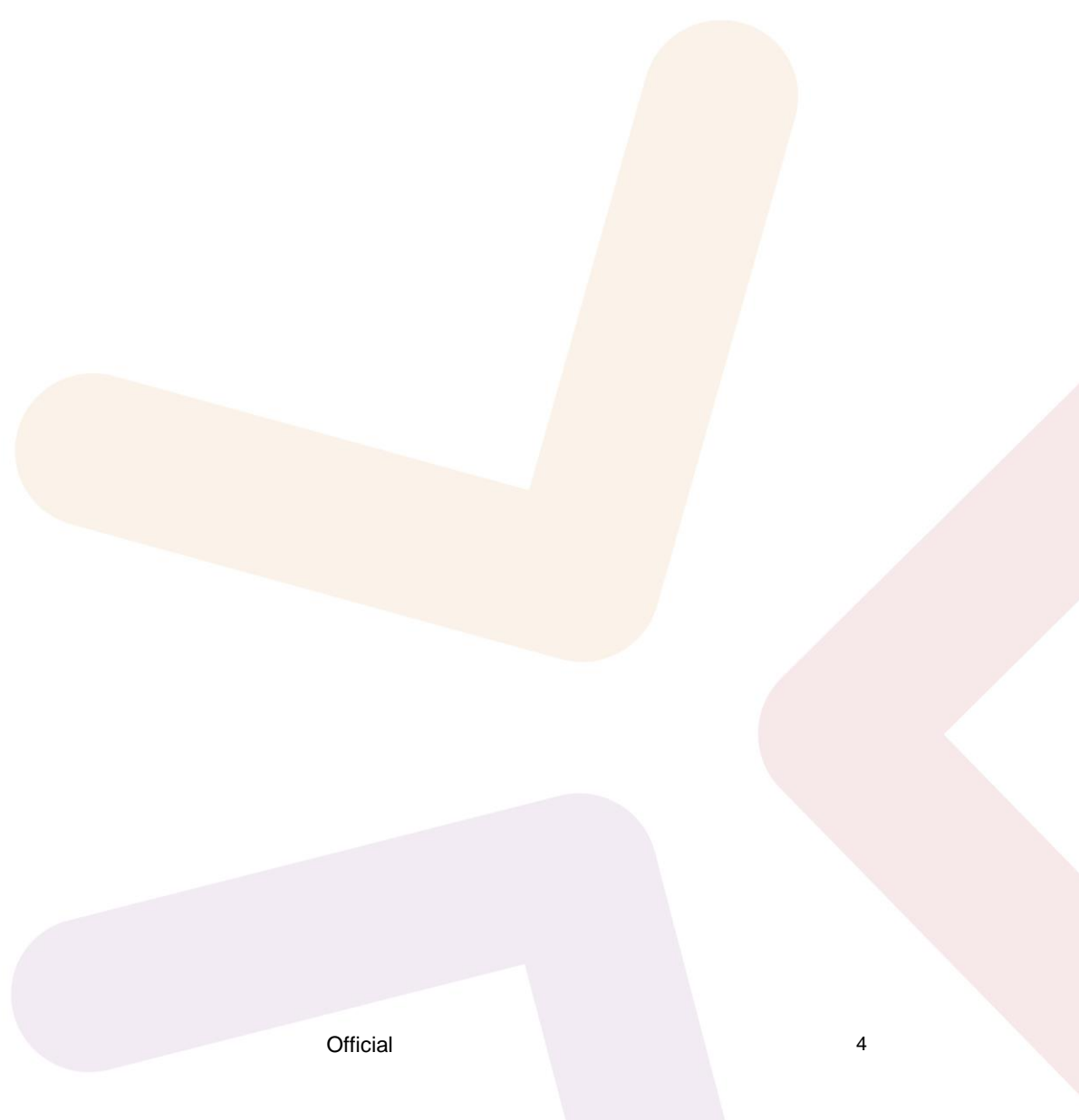
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## PART 4: STATEMENT OF REQUIREMENTS

### 1. Participating Health Services

- a. The Participating Health Services for this ITS are
  - (i.) All 'Public Health Services' (as legislatively defined) referred to in Schedule 1 and Schedule 5 of the Health Services Act 1988; and
  - (ii.) Other relevant participating health and health related organisations as follows:
    - (1) Mercy Public Hospitals Inc. (ABN: 74 762 230 429)
    - (2) Mercy Hospice Inc. (ABN: 77 896 699 763)
    - (3) St. Vincent's Hospital (Melbourne) Limited (ABN: 22 052 110 755)
    - (4) Department of Health (Vic) (ABN: 74 410 330 756).

### 2. Scope

- a. HSV is seeking responses for Language Services within Participating Health Services for a duration of two (2) years plus two possible one (1) year extensions (2+1+1).
- b. The scope of this ITS includes:
  - (i.) the provision of NAATI-certified and NAATI-recognised interpreters and translators to provide language services for a broad, non-exhaustive range of languages
  - (ii.) the provision of language services within Participating Health Services, performed either face-to-face or remotely (e.g. via phone or video conferencing equipment), to assist patients and clinicians in communicating and comprehending information in English and in Languages Other Than English (LOTE) (spoken and/or written, and including Auslan interpreting).
- c. The scope off this ITS does not include:
  - (i.) Credit Line Services
  - (ii.) Teletypewriter (TTY) services
  - (iii.) In-house language services provided by Participating Health Service employees
  - (iv.) services initiated by the patient
  - (v.) individual interpreters and translators who contract or subcontract to Participating Health Services
  - (vi.) The provision of interpreters or translators who are not NAATI Certified or NAATI Recognised.

### 3. Service Categories

- a. A complete range of Language Services is required for treatment of patients across Victorian Public Health Services
- b. The categories required include:

CATEGORY NUMBER	CATEGORY NAME	SUBCATEGORY NUMBER	SUBCATEGORY NAME
001	Interpreting	001.001	Onsite Interpreting
		001.002	Telephone Interpreting
		001.003	Video Interpreting
002	Translating	002.001	Technical translation, Including Document Checking
		002.002	Technical Translation, Excluding Document Checking
		002.003	Standard Translation, Including Document Checking
		002.004	Standard Translation, Excluding Document Checking
003	Auslan	003.001	Onsite Auslan
		003.002	Video Auslan
004	Auslan – Tactile	004.001	Onsite Auslan – Tactile
005	Additional Expenses	005.001	Regional Travel Fee
		005.002	Connection Fee

- c. The Respondent may offer services in one, some or all categories.
- d. HSV reserves the right not to consider any additional services offered.

## 4. Service Offering

- a. Respondents are to list a direct match to the HSV Product Number listed on the Response Worksheet.
- b. If a direct match is not possible, list alternative or best match with the alternate part number.
- c. HSV may not consider any service that is subject to a current HPV Agreement, other than those listed below:
  - (i.) HPVC2014-078 Language Services
- d. Respondents will ensure that each service is offered in only one subcategory. It is the Respondent's responsibility to ensure that each service is submitted in the most appropriate subcategory.

## Pricing

### 5. Not Used

### 6. Not Used

### 7. Price review

- a. In this clause:

**CPI** means: the weighted average of the All Groups Consumer Price Index Numbers for the eight capital cities of the states and territories of Australia published from time to time by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia.

**WPI** means: the Wage Price Index Total for hourly rates of pay excluding bonuses published from time to time by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute in Australia.

- b. If the option for the first further term has been exercised, then upon a written request by either the Contractor or HSV, no earlier than six months prior to and no later than one month before the expiry date of the initial term, the parties shall apply the formula below to determine the maximum ceiling price variation. The parties will then negotiate any price variation subject to the maximum ceiling price variation. Any resulting pricing as a result of the parties' negotiation will be payable to the Contractor from the commencement date of the first further term (**review date**).

$$AP = P \times 0.25 \times \frac{CPIB}{CPIA} + P \times 0.75 \times \frac{WPIB}{WPIA}$$

- Where:
- “AP” means the price payable from the review date;
  - “P” means price payable immediately before the review date;
  - “CPIB” means the CPI number for the quarter immediately preceding the review date;
  - “CPIA” means the CPI number for the quarter immediately preceding the date that is one year prior to the review date;
  - “WPIB” means the WPI number for the quarter immediately preceding the review date; and
  - “WPIA” means the WPI number for the quarter immediately preceding the date that is one year prior to the review date.

- c. If there is no request initiated in accordance with clause 5b., the price payable by the Contractor from the commencement date of the first further term will be the same as the price payable immediately before the commencement date of the first further term.

## 8. Customer Service and Support

- a. The successful Respondent must be able to deliver 24-hour, 7-day customer service and support to Participating Health Services.
- b. The successful Respondent will provide Participating Health Services with representatives that are:
  - (i.) inherently familiar with the contracted services
  - (ii.) appropriately qualified
  - (iii.) technically/clinically knowledgeable about the contracted services
  - (iv.) available to respond to Participating Health Services' queries 24 hours a day.
- c. It is desirable that nominated Representatives have a clinical background or experience.
- d. The level of customer service and support required of Representatives is expected to include (but is not limited to):
  - (i.) liaising with clinicians to recommend services and solutions
  - (ii.) promptly answering clinicians' queries (including after hours)
  - (iii.) liaising with various hospital departments (for example: operating theatre, Nurse Unit Managers)
  - (iv.) providing informational materials
  - (v.) providing education and in-service training upon request.
- e. Representatives must comply with Participating Health Services' local policies regarding engagement with Participating Health Service staff.

## 9. Not Used

## Statement of Requirements

## 10. Definitions

- a. The following definitions apply to this Part 4 Statement of Requirements unless otherwise stated.

TERM	DEFINITION
ASLIA	Australian Sign Language Interpreters' Association
AUSIT	Australian Institute of Interpreters and Translators
Auslan	Australian Sign Language



TERM	DEFINITION
Business Day	Any weekday that is not gazetted as a public holiday in Melbourne, Victoria (unless otherwise agreed between a Participating Health Service and a Respondent in a Service Level Agreement).
Business Hours	Between 8am and 6pm, Monday to Friday (excluding public holidays).
Certified Practitioner	An interpreter or translator certified by NAATI as one of the following: <ol style="list-style-type: none"> <li>1. Certified Translator;</li> <li>2. Certified Interpreter; or</li> <li>3. Certified Auslan Interpreter.</li> </ol>
Certified Provisional Practitioner	An interpreter or translator certified by NAATI as one of the following: <ol style="list-style-type: none"> <li>1. Certified Provisional Interpreter;</li> <li>2. Certified Provisional Auslan Interpreter; or</li> <li>3. Certified Provisional Deaf Interpreter.</li> </ol>
Client	A person who has no English or limited English proficiency, is deaf or hearing impaired and requires the Services to communicate with Participating Health Service personnel.  The person using the Services.
Interpreting	The transfer of meaning orally or in Auslan.
Language Services	Collective term encompassing interpreting, translating and Auslan.
LOTE	Language(s) Other Than English
May	Indicates an optional element; it is at the Respondent's discretion to either meet or not meet this element, and failure to meet this element will not have an impact during evaluation.
Must	Indicates a mandatory requirement; failure to meet this requirement will have a significant negative impact during evaluation.
NAATI	National Accreditation Authority for Translators and Interpreters

TERM	DEFINITION
NAATI Certified	<p>An interpreter or translator certified by NAATI as one of the following:</p> <ol style="list-style-type: none"> <li>1. Recognised Practising</li> <li>2. Certified Translator</li> <li>3. Certified Provisional Interpreter</li> <li>4. Certified Interpreter</li> <li>5. Certified Specialist Health Interpreter</li> <li>6. Certified Specialist Legal Interpreter</li> <li>7. Certified Conference Interpreter</li> <li>8. Certified Auslan Interpreter</li> <li>9. Certified Provisional Auslan Interpreter</li> <li>10. Certified Provisional Deaf Interpreter</li> </ol>
NAATI Accredited	<p>An interpreter or translator who have not transitioned to a certification and is still working as one of the following:</p> <ol style="list-style-type: none"> <li>1. Conference Interpreter</li> <li>2. Advanced Translator</li> <li>3. Professional Interpreter</li> <li>4. Professional Translator</li> <li>5. Paraprofessional Interpreter</li> <li>6. Paraprofessional Translator</li> <li>7. Recognised Interpreter</li> <li>8. Recognised Translator</li> </ol> <p>These interpreters or translators are classified as “uncertified”</p>
NAATI Credentials	<p>Means either NAATI Certified or NAATI recognition, as appropriate for the particular language.</p>
NAATI Recognised	<p>An interpreter or translator whose skills are recognised by NAATI (for languages where NAATI certification testing is not currently available).</p>
Participating Health Services	<p>Public Hospitals and other Health or Related Services, as those terms are defined in Section 3 of the <i>Health Services Act 1988 (Vic)</i>, that are described in Part 6 Reporting Guidelines and Hospital Participation.</p>
Public Holiday	<p>Any weekday that is gazetted as a public holiday in Melbourne, Victoria (unless otherwise agreed between a Participating Health Service and a Respondent in a Service Level Agreement).</p>

TERM	DEFINITION
Practitioner	An interpreter and a translator whom a Respondent engages to perform the Services and who meet the requirements of this Specification.
Recognised Practising Practitioner	An interpreter or translator certified by NAATI as “Recognised Practising”.
Regular Booking	A request made by a Participating Health Service for language services with more than 24 hours’ notice.
Remote Support/ Services	Language services delivered other than in person (for example, via phone or video conference).
Short Notice	A request made by a Participating Health Service for language services with less than 24 hours’ notice.
Should	Indicates a highly desirable element; unless justifiable reason exists, not meeting this element may have a medium impact during evaluation.
SLA	Service Level Agreement
Translating	The transfer of meaning in written form.
Will	Indicates an anticipated future condition or requirement.

## 11. Service Delivery

- a. Language services will be required across the state of Victoria 24 hours a day, seven (7) days a week, and may be required to be delivered:
  - (i.) face-to-face at Participating Health Service sites or off-site (e.g. the patient’s home)
  - (ii.) remotely (e.g. via telephone or video conference).
- b. Language services may be booked in advance (i.e. scheduled services) or may be required with little or no prior notice. Respondents are expected to offer flexible service delivery to cater for unpredictable demand and service requirements.
- c. Interpreters are booked for a defined period of time, during which they may be required to provide language services to a number of different patients. Professional/Certified-level interpreters may also be required to undertake sight translation activities throughout their bookings.
- d. On completion of delivering language services, interpreters must report to the Participating Health Service’s nominated personnel and must complete any assignment details as directed (e.g. assignment completion details).

- e. Contractors must ensure that all Services provided are based in Australia including but not limited to the Personnel and platforms, databases and support systems used by the Contractor or its Personnel.

#### **On Site (Face-to-Face)**

- f. On-site (face-to-face) services may be required for individuals or for groups.

#### **Remote Services**

- g. Participating Health Services may request remote support for language services (e.g. via phone or video conference). Such remote support may involve 'conference' calls with multiple participants.

#### **Auslan**

- h. Auslan services may be requested face-to-face and/or remotely via video conference.

## **12. Not Used**

## **13. Reporting**

- a. Respondents will provide to HSV, sales reports in the format reasonably required by HSV.
  - (i.) The format requirements and timing for submission of sales reports is detailed in Part 6- Reporting guidelines and Hospital Participation.
- b. Respondents will provide to HSV, service reporting on a quarterly basis providing detailed data in following categories:
  - (i.) **Personnel Reporting** must include the following:
    - a. List of Practitioners provided for each Participating Health Services
    - b. Practitioner's NAATI ID number and name
    - c. level of credential requested at the time of booking and the booking reference number
    - d. level of credential of the Practitioner provided against the booking reference number
    - e. Practitioner's credentials validity status
    - f. number of training hours completed by each Practitioner, per quarter
    - g. detail of training completed by each Practitioner, per quarter
  - (ii.) **Service Delivery Reporting** must include the following:
    - a. Records of booking requests with booking time, booking reference number and the language requested per Participating Health Service
    - b. Records of confirmed jobs with booking time, job reference number and the language requested per Participating Health Service

- c. Records of withdrawn confirmed allocations against confirmed jobs per Participating Health Service
- d. Amount of notice given for withdrawn allocations against confirmed jobs per Participating Health Service

(iii.) **Incident Reporting** must include the following:

- a. List of booking data enquiry logs raised by the Participating Health Services, including incident report, booking reference number the enquiry is raised against and notes on actions taken.
- b. List of Personnel related enquiry logs raised by the Participating Health Services, including incident report, booking reference number the enquiry is raised against and notes on actions taken.
- c. List of Customer service enquiry logs raised by the Participating Health Services including incident report, bookings reference number the incident is raised against and notes on actions taken.

## 14. Key Performance Indicators

- a. Respondents will provide quarterly KPI reports to Participating Health Services' nominated representative(s) and to HSV. These reports must include results and performance against Key Performance Indicators (KPIs) outlined in Table 1.

Table 1: Key Performance Indicators

KPI	Measurement	Standard and Consequence	Source Data	Target
<b>1.Practitioner/s are appropriately credentialed</b>	Practitioner/s have the level of minimum defined credential(s) in line with Section 23 Interpreters and Translators of Part 4 Statement of Requirements	If a Practitioner is not appropriately credentialed, classified, trained and experienced as requested by the Health Service, the Health Service may reject the Practitioner/s and no fee is payable.	Personnel Report	≥98%
<b>2.Fill-Rate</b>	Number of bookings filled as a proportion of the number of requests.	Metro Target ≥ 98% Regional/Rural Target > 85% Video Target ≥98% Telephone Target ≥98%	Sales Report/ Service Delivery Report	Metro: ≥98%  Regional/Rural: >85%  Video: ≥98% Telephone: ≥98%

KPI	Measurement	Standard and Consequence	Source Data	Target
<b>3.Confirmed Allocations Withdrawn</b>	<p>Number of confirmed allocations withdrawn/failure to attend within three hours of booking commencement.</p> <p>Include Languages, booking time and booking reference number.</p>	Target < 1%	Sales Report/Incident Report	< 1%
<b>4.Practitioner/s's performance to Personnel Standards</b>	<p>Practitioner/s act professionally and in accordance with the relevant Health Service's policies, procedures and codes of conduct. The Health Service is to report each exception to the Agency and may reject Practitioner/s for serious breaches to the code of ethics and/or behaviour involving risk to others and/or criminal activity.</p> <p>Calculation: number of compliant Practitioners conforming to Health services as outlined in Clause 24 Personnel Standards, Part 4 Statement of Requirements out of the total number of Practitioners provided</p>	The Contractor forfeits all charges for those appointments where the Health Service rejects the Practitioner/s due to a serious breach of their policies, procedures and codes of conduct.	Incident Report	≥98% Compliance
<b>5.Invoicing accuracy</b>	<p>The Contractor provides accurate and timely invoices to health services as per the agreement</p> <p>Calculation: Number of line items that match the current HSV pricing schedule/ total number of line items per invoice</p>	In line with Part 4 - Clause 35 Invoicing	Sales Report	≥98%
<b>6.Booking Data Accuracy</b>	Booking data is accurate and complete	Target ≥98%	Invoice Report/ Service Delivery Report	≥98%

KPI	Measurement	Standard and Consequence	Source Data	Target
<b>7.Customer Service Response</b>	<p>The Contractor provides timely responses and rectification to customer service enquires.</p> <p>Calculation: No. of Customer Service Responses within the agreed time / No. of Customer Service Response</p>	Target $\geq$ 98% compliant	Incident Report	$\geq$ 98%
<b>8.Sales Reports</b>	Quarterly reports are received by HSV in full, on time and error-free as per the agreed reporting schedule	Target $\geq$ 98% compliant	Sales Report	$\geq$ 98%
<b>9.Training</b>	Calculation: Number of interpreters/translators that completed professional development (PD) vs the total number of interpreters/translators provided	Contract Management	Personnel Report	Per Quarter: 25%  Annually 100%
<b>10.Qualification Validity</b>	Report on Percentage of Certified NAATI credentials verified as current as a proportion to the number of interpreters/translators who completed language service assignments for participating health services.	Contract Management	Sales Report/Personnel Report	$\geq$ 98%
<b>11.NAATI Credentials</b>	Quarterly reports to be provided to HSV providing the NAATI number and credential for all interpreters/translators who delivered language services to participating health services.	The contractor forfeits all charges for any bookings where an interpreter/translator is identified as having incorrectly confirmed credentials	Sales Report/Personnel Report	$\geq$ 98% delivery of quarterly reports within specified times.

## 15. Service Level Agreement

- a. Participating Health Services may enter into a Service Level Agreement (SLA) with the successful Respondent(s). Respondents must enter into an SLA if requested by a Participating Health Service.
- b. The terms of the SLA are to be agreed between the Participating Health Service and the Respondent(s).
- c. The SLA may cover Participating Health Service specific arrangements including, but not limited to:
  - (i.) Minimum qualifications/accreditations for interpreters and translators
  - (ii.) Communication arrangements
  - (iii.) Arrangements for ordering, invoicing and reporting
  - (iv.) Requirements for interpreters or translators in relation to education and training
  - (v.) Requirements for interpreters or translators to complete mandatory onboarding training and immunization
- d. The SLA will be in addition to the Agreement between the Respondent and HSV and will not alter any terms of the Agreement.
- e. HSV will not be responsible for monitoring compliance with any SLA. This is a matter of agreement between the parties to the SLA.
- f. Successful Respondent(s) will provide a copy of all Service Level Agreements to HSV within 1 week of being finalised.
- g. Refer to Appendix 1 for the Service Level Agreement template.



## 16. Standards and Compliance

- a. Respondent(s) and the Practitioners they engage are required to comply with the minimum standards within this Specification, applicable Laws and relevant policies, guidelines and standards including those below, as updated from time to time.

### Language Services Industry

- (i.) National Accreditation Authority for Translators and Interpreters ('NAATI')
- (ii.) Australian Institute of Interpreters and Translators ('AUSIT') Code of Ethics and Code of Conduct
- (iii.) Australian Sign Language Interpreters' Association ('ASLIA') Code of Ethics and Guidelines for Professional Conduct

### Healthcare Standards

The references to standards below include any amendments, revisions or consolidations to those standards:

- (i.) Australian Charter of Healthcare Rights (2019)
- (ii.) Australian Commission on Safety and Quality in Healthcare (2020), National Safety and Quality Health Service (NSQHS) Standards

### Privacy & Data Handling

- (i.) Victorian Government Standards for Data Collection
- (ii.) Office of the Victorian Information Commissioner's Victorian Protective Data Security Standards V2.0

### Complaints Management and Customer Satisfaction

- (i.) AS ISO 10002-2020 Customer Satisfaction – Guidelines for complaints handling in organisations
- (ii.) Australian Standard 4269 – 1995 Complaints Handling

### Legislation

The references to legislation below include any amendments, revisions or consolidations to that legislation:

- (i.) Australian Privacy Act 1998 (Cth)
- (ii.) Charter of Human Rights and Responsibilities Act 2006 (Vic)
- (iii.) Children, Youth and Families Act 2005 (Vic)
- (iv.) Equal Opportunity Act 2010 (Vic)
- (v.) Information Privacy Act 2000 (Vic)
- (vi.) Mental Health Act 2014 (Vic)
- (vii.) Multicultural Victoria Amendment Act 2008 (Vic)
- (viii.) Occupational Health and Safety Act 2020 (Vic)
- (ix.) Occupational Health and Safety Regulations 2017 (Vic)
- (x.) Racial and Religious Tolerance Act 2001 (Vic)

- (xi.) Victorian Health Records Act 2001 (Vic)

### **Guidelines and Other References**

The references to the below guidelines include any amendments, revisions or consolidations to those guidelines:

- (i.) ASLIA (2007), *Code of Ethics and Guidelines for Professional Conduct*
- (ii.) AUSIT (2012), *Code of Ethics and Code of Conduct*
- (iii.) Department of Health (2009), *Cultural Responsiveness Framework (Vic)*
- (iv.) Department of Human Services (2017), *Language Services Policy (Vic)*
- (v.) Safer Care Victoria's Partnering in Healthcare Framework
- (vi.) Department of Human Services Victoria (2013), *Quality of Care Reporting*
- (vii.) Department of Premier and Cabinet, *Using Interpreting Services: Victorian Government Policy and Procedures*
- (viii.) Department of Health and Human Services Victoria, *Medico-legal aspects of telehealth services for Victorian Public Health Services.*

Respondents and their interpreters and translators must ensure that all information (both written and oral) they receive or are privy to in the course of delivering the services is treated as confidential.

## **17. Continuous improvement**

- a. Respondents must establish efficient processes and supporting tools to manage and meet requests for the Services. It is encouraged that Suppliers consider innovative delivery methods that improve delivery of the Services and provide cost effectiveness while maintaining professional standards.

## **18. Quality Assurance**

- a. Respondents must have efficient processes and supporting tools in place to ensure the best possible Service delivery.
- b. Respondents must have a documented Quality Management System. A quality system certified to ISO standard or equivalent is desirable.

### **Complaints and Incident Management**

- c. Should any complaints relating to the performance or actions of the Respondent's team members, the Services or Practitioners engaged in the provision of the Services ('Complaints') be received or suspected by, or brought to the attention of the Respondent, the Respondent must inform the Participating Health Service within one (1) Business Day.
- d. The Respondent must advise the Participating Health Service in writing, within three days, of any subsequent actions or matters arising from the Complaint. The Respondent may be required to take remedial action in order to comply with the HSV's strategic sourcing objectives and must comply with those requirements or the directions of the Participating Health Service in dealing with the Complaint.

- e. The Respondent must maintain a standardised log of Complaints and associated actions leading to resolution of Complaints and must ensure the Participating Health Service can always freely access the log.

## 19. Social Responsibility

- a. It is an objective of the HSV to facilitate the employment of disadvantaged community members through procurement. The range of the HSV’s social procurement objectives are outlined in Table 2. The Respondents must support these initiatives throughout the term of the HSV agreement.

Table 2: HSV’s Social Procurement Framework Objectives

Social procurement objectives	Outcomes sought
Sustainable Victorian social enterprise, aboriginal business, and Victorian regions	<ul style="list-style-type: none"> <li>• Purchasing from Victorian social enterprises, aboriginal businesses and Australian disability enterprises.</li> <li>• Employment of Victorian Aboriginal people by Respondents</li> <li>• Job readiness and employment for people in regions with entrenched disadvantage</li> </ul>
Women’s equality and safety	<ul style="list-style-type: none"> <li>• Adoption of family violence leave by Respondents</li> <li>• Gender equality within Respondents</li> </ul>
Opportunities for disadvantaged Victorians or Victorians with disability	<ul style="list-style-type: none"> <li>• Employment of people with disability by Respondents</li> <li>• Job readiness and employment for:               <ul style="list-style-type: none"> <li>– long-term unemployed people</li> <li>– disengaged youth</li> <li>– single parents</li> <li>– migrants and refugees</li> <li>– workers in transition</li> </ul> </li> </ul>
Supporting safe and fair workplaces	Purchasing from Respondents that comply with industrial relations laws, and promote secure employment

## 20. Health Service Protocols

- a. Upon request, Respondents’ interpreters and translators must undertake an online induction by the requesting Participating Health Service.
- b. Interpreters and translators will be required to adhere to all Participating Health Service policies and protocols and follow all instructions given by Participating Health Service personnel in relation to delivering language services.
- c. Respondents shall keep and maintain records of its Personnel’s vaccination history and provide such records or proof of vaccination upon request by the Organisation or a Participating Health Service

## 21. Risk Management

- a. Respondents are required to establish and maintain appropriate risk management processes to mitigate the inherent risks associated with processes, people, and technology associated with these Services. These may include:
  - (i.) Conflict of interest and Deed of Confidentiality management;

- (ii.) Privacy and data security management;
  - (iii.) Disaster recovery planning;
  - (iv.) Business continuity readiness;
  - (v.) Back-up and offsite storage arrangements for all proposed systems; and
  - (vi.) Currency of necessary background checks for personnel.
- b. Respondents are required to have a documented comprehensive Risk Management System that is appropriate to the size and nature of its operations. The Risk Management System must include:
- (i.) Consideration for all appreciable circumstances that may disrupt or otherwise cause a material adverse impact the Respondent's ability to provide the Services (including Contractor specific, industry-wide, state-wide, national and global risks);
  - (ii.) Risk management and mitigation strategies to avoid or prevent those circumstances from occurring (where possible); and
  - (iii.) Business continuity and contingency planning setting out measures to be taken should those circumstances arise to ensure impact to Participating Health Service operations is minimised or avoided.
- c. Respondents are required to provide its Risk Management System documentation (including business continuity and contingency planning) to the Participating Health Services and Organisation on request.

## 22. Languages

- a. For the purpose of the HSV agreement, language services ('Services'), including translating and interpreting, are those that enable communication (verbal and non-verbal) with a person using the Service – who has no English or limited English proficiency, is deaf or hearing impaired – and that are delivered in the mode most suitable for the Participating Health Services. Services will be provided in a range of languages, including Auslan.
- b. Respondents should be capable of identifying language trends and catering for new and emerging languages throughout the contract period.
- c. Respondents must also continuously enhance the knowledge and skills of Practitioners engaged by it to provide the Services. During quarterly review meeting, Respondent's account manager is required to provide training summary report that include but not limited to:
- d. Percentage of interpreters/translators that completed additional training to assist in providing best value outcomes for health services and to assist interpreters/translators in achieving higher qualifications. Reports to include details of training provided are set out in section 13 of Part 4.

## 23. Interpreters and Translators

- a. At a minimum, Respondents must ensure that their interpreters and translators:
  - (i.) are able to clearly and fluently speak, read and write English and their LOTE(s)
  - (ii.) are punctual, appropriately attired, courteous and responsible at all times
  - (iii.) maintain high standards in relation to all aspects of service delivery
  - (iv.) follow instructions and abide by requests made by Participating Health Service personnel in the course of delivering language services
  - (v.) possess a current (i.e. not older than three (3) years) Police Check and, where applicable, have passed a Working with Children Check in accordance with the Worker Screening Act 2020 (*Vic*), Aged Care Act 1997 and Participating Health Services' protocols
  - (vi.) have a copy of the current AUSIT Code of Ethics and Code of Conduct (and/or ASLIA's Code of Ethics and Guidelines for Professional Conduct) and abide by its principles.

### Recruitment Process

- b. Respondents must have in place a transparent structured and rigorous recruitment process for selecting interpreters and translators.

### Quality of Interpreters and Translators

- c. It is highly desirable that Respondents' interpreters and translators have an understanding of health terminology and/or Victoria's public health system and/or relevant experience in the public sector. Respondents should provide evidence of this (e.g. by quoting relevant qualifications or training undertaken) as part of their response.

- d. Interpreters and translators must remain professional at all times while delivering language services and must provide culturally responsive and sensitive care in line with the instructions from Health Services..
  - (i.) Interpreters and translators must be punctual and attend appointments on time.
- e. Practitioners must refrain from answering phone calls during consultation sessions and ensure that their devices are on silent mode.
- f. Respondents must have a system in place to identify and resolve issues relating to poor performance of interpreters and/or translators. It is expected that this system will allow for continuous improvement, and therefore a decrease in the number of issues over the contract duration.

## 24. Not Used

## 25. Interpreters and Translators Code of Conduct

- a. All interpreters and translators must abide by the AUSIT Code of Ethics and Code of Conduct and/or ASLIA's Code of Ethics and Guidelines for Professional Conduct (as appropriate).
- b. Interpreters and translators must attend for bookings at the designated time and location specified by Participating Health Services and must provide professional language services (maintaining confidentiality and impartiality).
- c. Respondents must ensure that all interpreters and translators display personal identification (either a NAATI ID card or the Respondent's photo ID) at all times while on any Participating Health Service premises and while performing any duties in relation to the delivery of language services.
- d. All interpreters and translators must comply with all reasonable directions from the Participating Health Service's personnel when on site (e.g. COVID-19 requirements).
- e. Practitioners must not be under the influence of alcohol or a prohibited substance whilst performing the Services. This includes the misuse of prescription medication and other substances.

## 26. Certification

- a. HSV will not consider international qualifications; NAATI is the national standards and accreditation body for interpreters and translators in Australia and is the only body who can issue accreditations to work in this profession in Australia.
- b. It is desirable that interpreters and translators are members of the Australian Institute of Translators and Interpreters (AUSIT) (with a level of Member, Senior Practitioner or above).
- c. The Contractor must clearly inform the Participating Health Services of the credential level of the Practitioner being engaged to provide the Services before the Service is provided.
- d. In all instances, the Contractor must ensure that all Services are provided by Practitioners who are Certified Practitioners unless:

- (i.) a Certified Practitioner is unavailable, in which case, the Contractor must seek the Participating Health Services' prior written consent to the Contractor engaging a Certified Provisional Practitioner to provide the required Services;
- (ii.) a Certified Practitioner or Certified Provisional Practitioner is unavailable, or NAATI does not offer credential in the required language – for example, for new or emerging languages in Victoria or where languages have a very low community demand. In these cases, the Contractor must seek the Participating Health Services' prior written consent to the Contractor engaging a Recognised Practising Practitioner to provide the required Services; or
- (iii.) there is no equivalent Certified Practitioner, Certified Provisional Practitioner or Recognised Practising Practitioner available for languages which NAATI does not offer credentials for. In these cases, the Contractor must seek the Participating Health Services' prior written consent to the Contractor engaging a Practitioner that is NAATI Accredited to provide the required Services.

## 27. Interpreting Services

- a. Interpreting services are defined as oral or signed information conveyed from one language to another by a Practitioner. Interpreting work requires an environment which has minimal distractions, ensures the privacy of the Client and the conversation and ensures the interpreter is entirely focused on the Client and the Participating Health Service representative or professional. Interpreting modes are shown in Table 3.

Table 3: Interpreting Delivery Modes and Duration

Mode	Description of Mode	Guidelines when Mode may be Used	Duration of Service provided in this Mode
Onsite (face-to-face)	<p>Onsite (face-to-face) interpreting Services include:</p> <ul style="list-style-type: none"> <li>• where the Practitioner, Client and the Participating Health Service representative or professional, are in the same physical location when the interpreting services are provided;</li> <li>• the provision of interpreting Services on a one-on-one basis or for a small group to a large audience; or</li> <li>• the provision of consecutive interpreting and simultaneous interpreting as required.</li> </ul>	<p>Onsite (face-to-face) interpreting Services may be used where:</p> <ul style="list-style-type: none"> <li>• the Client or Participating Health Service requires a face-to-face interaction;</li> <li>• the Service may deal with a complex or sensitive issue; or</li> <li>• the interpretation involves lengthy consultation which may necessitate a face to face interaction.</li> </ul>	<p>Onsite (face-to-face) interpreting Services may be booked for:</p> <ul style="list-style-type: none"> <li>• An initial booking of 60 minutes where 90 minutes can't be arranged, 15 minutes thereafter</li> <li>• An initial booking of 90 minutes, 15 minutes thereafter</li> <li>• An initial booking of 4 hours, 15 minutes thereafter</li> <li>• An initial booking of 8 hours, 15 minutes thereafter</li> </ul>

Mode	Description of Mode	Guidelines when Mode may be Used	Duration of Service provided in this Mode
Telephone	<p>During telephone interpreting Services the Practitioner provides the interpreting Services to the Client and the Participating Health Services representative or professional via a telephone.</p> <p>A fixed phone line is the preferred option for the delivery of telephone interpreting Services.</p> <p>In providing the telephone interpreting Services, the Respondent must:</p> <ul style="list-style-type: none"> <li>provide the Service with a three-way conference capacity; or</li> <li>undertake the teleconference in a location that protects the confidentiality and privacy of the conversation and participants;</li> </ul>	<p>Telephone interpreting Services may be used where:</p> <ul style="list-style-type: none"> <li>the Service is required immediately;</li> <li>the Service is required for a short timeframe and face-to-face isn't necessary (for example in short, non-complex conversations); and</li> <li>the Service is to be provided to the Client in a remote region or for an international Client where access to the required Practitioner is not available.</li> </ul> <p>In providing the telephone interpreting Services the Respondent must:</p> <ul style="list-style-type: none"> <li>answer the call within 30 seconds; and</li> <li>connect the call to a Practitioner in the required language within 3 min of the call being answered.</li> </ul>	<p>Telephone interpreting Services may be booked for:</p> <ul style="list-style-type: none"> <li>An initial booking of 15 minutes, 5 minutes thereafter</li> <li>An initial booking of 60 minutes, 5 minutes thereafter</li> <li>An initial booking of 90 minutes, 5 minutes thereafter</li> </ul>
Video conferencing	<p>During video conferencing Services the Practitioner, Client and the Participating Health Services representative or professional see and hear each other via a video connection when the interpreting services are provided.</p> <p>In delivering the video conferencing Services, the Respondent must:</p> <ul style="list-style-type: none"> <li>undertake the videoconference in a location that protects the confidentiality and privacy of the conversation and participants;</li> <li>undertake the videoconference in a professional-looking workspace; and</li> <li>maintain capacity and promote videoconferencing for the delivery of Services (including Auslan), including working with the Participating Health Service to demonstrate the benefits of videoconferencing and encourage the use of new technologies to support the delivery of Services.</li> </ul>	<p>Video conferencing interpreting Services may be used where:</p> <ul style="list-style-type: none"> <li>the Service is required immediately or pre-booked for specific reasons such as limited availability of onsite Practitioner; or</li> <li>the Services is to be provided to the Client in a remote region or for an international Client where access to the required Practitioner is not available.</li> </ul> <p>The Respondent must, where appropriate, seek opportunities to deliver Auslan Services via videoconferencing, in particular for assignments outside of metropolitan Melbourne.</p>	<p>Video conferencing Services may be booked for:</p> <ul style="list-style-type: none"> <li>An initial booking of 30 minutes, 15 minutes thereafter</li> <li>An initial booking of 45 minutes, 15 minutes thereafter</li> <li>An initial booking of 60 minutes, 15 minutes thereafter</li> <li>An initial booking of 75 minutes, 15 minutes thereafter</li> <li>An initial booking of 90 minutes, 15 minutes thereafter</li> </ul>

- b. Connection fees (if applicable) must only be charged to the Participating Health Service upon being connected to an interpreter of the language requested; no connection fee will apply for being connected to a call centre or to customer service staff.



## 28. Translation Services

- a. Translation services include:
  - (i.) Written information translated by a Practitioner from one language to another. The Respondents must ensure translations that will be made publicly available are independently checked for cultural sensitivity and must also confirm the accuracy of specific terminology used in the translation with a relevant community organisation and / or a certified independent translator; and
  - (ii.) Sight Translation, which includes translation from:
    - a. written to signed language by a Practitioner that is an Auslan Interpreter; and
    - b. written to spoken language by a Practitioner.
- b. Translated text should be returned within 10 business days of submission. This may vary depending on the length of the text to be translated, but Participating Health Services must be notified where this timeframe cannot be met.
- c. Text that is submitted for urgent translation must be returned within 48 hours, or as otherwise agreed with the Participating Health Service.
- d. Upon request by a Participating Health Service, translated text must be checked by a second NAATI-credentialed translator.
- e. Text for translation may be technical (i.e. containing considerable medical terminology).
- f. If a Participating Health Service experiences any issues with the translated text relating to clarity or quality, then these issues must be clarified and/or corrected free of charge. This excludes where changes are made to the original text post-translation, or changes to the scope of work.
- g. Additional services, such as document formatting/layout and editing (other than the second check referred to in clause d), are not in the scope of this ITS, and therefore may be negotiated separately to any resulting Agreement.

## 29. Bookings

- a. Respondents must have an efficient booking system that is capable of:
  - (i.) receiving and actioning bookings from Participating Health Services 24 hours a day, 365 days a year
  - (ii.) assigning interpreters and translators based on the request details provided by Participating Health Services
  - (iii.) providing booking confirmations (once bookings have been processed), including the name and NAATI Credentials of the interpreter or translator to be providing the language services
  - (iv.) quoting interpreting and translating jobs on request.
- b. The booking system must be capable of recording the following details at the time that Participating Health Services are lodging a service request:
  - (i.) the contact details (e.g. name and phone number) of the person making the booking

- (ii.) the date and time that the booking request was made
  - (iii.) the address, location and designated area (e.g. ward) where the service is to be provided
  - (iv.) the date, time and duration that the service is required
  - (v.) patient name and hospital UR number
  - (vi.) the type of service (e.g. interpreting, translating or Auslan)
  - (vii.) the language(s) required (including dialect, where applicable)
  - (viii.) the level of NAATI Credentials requested
  - (ix.) the method of service delivery (e.g. face-to-face, telephone, video conferencing)
  - (x.) any special requirements that the Respondent and interpreter or translator should be aware of.
- c. Respondents must establish and maintain an online portal for the Participating Health Services to order Services. The online portal must be easy to use for the Participating Health Services and monitored in real-time by the Respondents. The Respondent must provide the Participating Health Service with clear and concise training materials and all assistance and support reasonably required by the Participating Health Service to use the online portal, including a user help desk or contact person.
- d. It is desirable that Respondents' booking systems can be customised to accommodate individual Participating Health Service needs (e.g. to be able to record specific locations, different sites, department codes).
- e. Where phone booking systems are available, Respondents must ensure that waiting times are kept to a minimum and that callers are kept informed of the progress of their booking/call while on hold.
- f. Where applicable, customer service/call centre staff must be proficient in speaking and writing English in order to clearly and accurately make and record bookings.
- g. Respondents should provide information materials to all Participating Health Services accessing their services to assist them in using the particular booking system (e.g. a user guide or quick reference guide).
- h. All costs associated with running the booking system (and call centre, if applicable) will be borne by the Respondent.

### **Regular Bookings**

- i. For the purposes of this ITS, 'regular bookings' are considered to be requests for service with more than 24 hours' notice (other than telephone and video interpreting services where an interpreter is connected on-the-spot).
- j. Respondents should respond as soon as possible to booking requests; however, the response timeframe to confirm the availability (or non-availability) of an interpreter or translator should not exceed:
  - (i.) one (1) week, where the booking is made more than one week in advance
  - (ii.) 24 hours, where the booking is made less than one week in advance.

### **Requests at Short Notice**

- k. Participating Health Services may submit requests for language services at Short Notice.
- l. For the purposes of this ITS, 'Short Notice' is considered to be requests for service with less than 24 hours' notice (other than telephone and video interpreting services where an interpreter is connected on-the-spot).
- m. Respondents should respond within two (2) hours of receiving a request at Short Notice (or as otherwise agreed) to notify the Participating Health Service of the availability (or non-availability) of an interpreter or translator, and the timeframes for delivering language services (where applicable).

### **Inability to Supply**

- n. Where no Respondent can confirm their ability to provide an interpreter or translator within the timeframes specified in this section 27 (Bookings), Participating Health Services reserve the right to seek the language services from alternative providers.

## **30. Assignment Completion Details**

- a. Respondents must ensure that interpreters and translators complete and deliver assignment completion details to Participating Health Service's nominated personnel upon completion of the services. For services delivered off-site or in other special circumstances, assignment completion details may be delivered via paper, email or phone, as agreed with the Participating Health Service.
- b. The assignment completion details must contain (at a minimum):
  - (i.) full name of the interpreter/translator (which matches the name on the invoice, where applicable)
  - (ii.) NAATI credentials of the interpreter/translator
  - (iii.) language(s) provided
  - (iv.) date and times worked (i.e. start and finish times)
  - (v.) job number
  - (vi.) name of the facility, ward or department that the interpreter/translator attended
  - (vii.) Participating Health Service's relevant cost centre number (if known)
  - (viii.) signature of the interpreter/translator
  - (ix.) name and signature of an authorised person on behalf of the Participating Health Service (for paper-based Assignment Completion Sheets only).

## **31. Practitioner Minimum Remuneration Rates**

- a. Respondents must ensure that practitioners are paid in accordance with the Department of Premier and Cabinet's (DPC) minimum remuneration matrix as per the 2018 whole of government language services remuneration reforms under the HPV agreement:
  - (i.) <https://multicultural.vic.gov.au/images/2018/Victorian-Government-Minimum-Rates-for-Interpreters---1-July-2018.pdf>

- b. Respondents must also comply with all applicable Laws (including the Fair Work Act 2009 (Cth) and National Employment Standards) and industrial instruments (e.g. Enterprise Bargaining Agreements or Awards). These may result in a Practitioner receiving a higher rate of remuneration to that specified in clause 31.a (i).

## 32. Other Costs

- a. No travel costs will apply to Participating Health Services who are classified by the Department of Health as being in the 'metropolitan' area (refer to Section 38. Health Services in Metropolitan Melbourne) for a map of health services within the metropolitan Melbourne region). The Respondents may specify travel fees to apply outside of this radius.
- b. Respondents must ensure that practitioners are paid in accordance with the Department of Premier and Cabinet's (DPC) regional service charge as per the 2018 whole of government language services remuneration reforms under the HSV agreement:
  - (i) <https://multicultural.vic.gov.au/images/2018/Victorian-Government-Minimum-Rates-for-Interpreters---1-July-2018.pdf>
- c. Respondents must also comply with all applicable Laws (including the Fair Work Act 2009 (Cth) and National Employment Standards) and industrial instruments (e.g. Enterprise Bargaining Agreements or Awards). These may result in a Practitioner receiving a higher rate of remuneration to that specified above.
- d. Any travel fees specified will be calculated from the interpreter's home address (proof of address must be provided with relevant invoices).
- e. Respondents must pay Practitioners Travel Allowances as follows:
  - (i) All related travel expenses for a Practitioner for an engagement such as parking expenses directly attributed to an engagement, public transport costs directly related to an engagement (as negotiated with the Participating Health Service at the point of Purchase Order);
  - (ii) Car expenses for an engagement using the ATO cents per kilometre method and rate up to 5000km per annum (see <https://www.ato.gov.au/individuals/income-and-deductions/deductions-you-can-claim/vehicle-and-travel-expenses/car-expenses/#centsperkm>); and
- f. Respondents are encouraged to utilise Practitioners located in regional Victoria to provide the Services required in that area.

### Claiming Travel Allowances

- g. To claim Allowances from the Participating Health Service, the Respondent must include the following information in its invoice for the Services:
  - (i) Written prior approval from the Participating Health Service's Requestor for the distance to be travelled and to the Travel Allowance to be charged; and
  - (ii) Where an automobile is used, logged entries from the Practitioner for each leg of the trip, evidencing:
    - a. starting position and time;
    - b. final destination and time; and
    - c. kilometres travelled.

- d. Where other forms of transport are used (for example, air, train, bus), provide evidence of trip (i.e. online or physical tickets) or statutory declaration where relevant evidence is missing.
- h. If a Respondent can only provide an interpreter for a shorter duration than the minimum service durations specified in Part 4 - clause 27 a, then the Participating Health Service must only be charged for the actual duration of service (pro-rata, if necessary).
- i. Participating Health Services may also request on-site interpreters for:
  - (i.) full-day bookings (8 hours)
  - (ii.) half-day bookings (4 hours).
- j. If an interpreter arrives more than 15 minutes late to a booking then, at the discretion of the Participating Health Service, either:
  - (i.) the interpreter will be required to make up any lost time at the end of the booking
  - (ii.) the Participating Health Service will not be charged for the duration of services that were not delivered.

### 33. Cancellations

- a. It is desirable that Respondents allow for cancellations at Short Notice and provide options for rescheduling (where possible).
- b. Respondents may specify a cancellation fee to apply where a Participating Health Service cancels a confirmed booking within 24 hours of the booking commencement time.
- c. Respondents are to note that reciprocal charges will apply (i.e. the Respondent's specified cancellation fee (if any) will be applied to the Respondent where it cancels a confirmed booking within 24 hours of the booking commencement time). Wherever possible, and dependant on interpreter availability, amendments to confirmed bookings (e.g. reducing booking duration or amending start and finish times) that are made within 24 hours of the booking commencement time should be negotiated before cancellation fees (if any) apply. Table 4 details the obligations regarding response times for booking confirmations and that the Respondent must meet.

Table 4: Requirements for the Respondents - Response Times

Time from the booking date	Respondent Confirmation Time	Cancellation period
<b>More than 15 days in advance of Service</b>	Within 3 days	Within 3 days
<b>10 -15 days in advance of Service</b>	Within 2 days	Within 2 days
<b>48 hours – 10 days in advance of Service</b>	Within 1 day	Within 1 day
<b>Between 24-48 hours in advance of Service</b>	By close of day or By 9am the following day if the booking is made after 2pm.	By close of day or By 9am the following day if the booking is made after 2pm.
<b>Urgent or emergency booking (less than 24 hours in advance of Service)</b>	Notification to the Participating Health Service within 1 hour, ability to fulfil the request for bookings requiring the immediate Services of a Practitioner. In some emergency cases, the Respondent may request confirmation in under an hour.	

- d. No cancellation fee will be applied to either party where the cancellation or amendment is made more than 24 hours in advance of the booking commencement time.
- e. The Participating Health Service will pay cancellation fees where applicable. Table 5 details the Participating Health Service’s obligations regarding fees applicable for cancelling a Service.

Table 5: Requirements for Participating Health Services Cancellation Fees

Notice period from confirmed Booking Time	Cancellation Fee
>10 hours	No fee
>5 hours, but < 10 hours	X% of the total cost
< 5 hours	X% of the total cost

- f. The following scenarios also constitute a cancellation:
  - (i.) where an interpreter arrives at the Participating Health Service after the scheduled booking time and it is too late for the booking to take place (e.g. the patient has already been seen without an interpreter)
  - (ii.) where an interpreter fails to attend a booking.
- g. In the event that a cancellation fee is applied to either party, full details of the cancellation must be provided.

## 34. Technology Support Solutions

- a. Respondents should advise of any technology solutions they can offer that may improve service delivery or reduce costs to Participating Health Services.

## 35. Additional Invoicing Requirements

- a. It is desirable that Respondents are able to provide consolidated electronic invoices at intervals requested by Participating Health Services (e.g. weekly, fortnightly or monthly).
- b. The format of invoices is to be agreed between Respondents and individual Participating Health Services.
- c. It is preferable that the Respondents’ booking systems can integrate with the Respondents’ billing systems.
- d. Minimum invoice requirements are as follows:

### Invoice Header

Item	Description	Mandatory / Preferred / Optional
a.	Invoice Number	Mandatory
b.	Invoice Date	Mandatory (ATO requirement)
c.	Agency Name	Mandatory (ATO requirement)

Item	Description	Mandatory / Preferred / Optional
d.	Agency Address	Mandatory (ATO requirement)
e.	Agency Telephone	Mandatory (ATO requirement)
f.	Agency ABN	Mandatory (ATO requirement)
g.	Health Service Department/Title	Mandatory
h.	Health Service Name	Mandatory (ATO requirement)
i.	Health Service Billing Address	Mandatory (ATO requirement)
j.	Health Service ABN	Optional

#### Invoice Item Line

Item	Description	Mandatory / Preferred / Optional
a.	Hospital Ref. (PO/Booking No./Patient UR number)	Mandatory
b.	HSV Product Number	Mandatory
c.	Name of Health Service Booking Officer	Preferred
d.	Assignment Completion Sheet No.	Preferred (where available)
e.	Location/Campus	Mandatory
f.	Ward or Department	Mandatory
g.	Cost Centre	Mandatory (where available)
h.	Date	Mandatory
i.	Interpreter/Translator Name & NAATI Number	Mandatory
j.	NAATI Credentials	Mandatory
k.	Service Start Time	Mandatory
l.	Service Finish Time	Mandatory
m.	Service Hours Type (e.g. Business Hours or after hours)	Mandatory
n.	Duration of Service (e.g. minutes)	Mandatory
o.	Method of Service Delivery (e.g. face-to-face, telephone or Videoconferencing)	Mandatory
p.	On-demand Service Location	Mandatory (where applicable)

Item	Description	Mandatory / Preferred / Optional
q.	Rate Description (e.g. Weekday, Weekend etc.)	Mandatory
r.	Standard Booking Rate Charged	Mandatory
s.	Allowance Description	Mandatory (where applicable)
t.	Allowance Amount	Mandatory (where applicable)
u.	Cancellation Fee Amount (if applicable), including reason for cancellation and the name of the party that cancelled the booking (e.g. agency name or Participating Health Service name)	Mandatory
v.	Invoice Line Total	Preferred

#### Invoice Total

Item	Description	Mandatory / Preferred / Optional
a.	Total Excluding GST	Mandatory
b.	GST Payable	Mandatory
c.	Invoice Total	Mandatory



## 36. Health Services in Metropolitan Melbourne

The following map has been developed by the Department of Health (<https://www2.health.vic.gov.au/hospitals-and-health-services/public-hospitals-victoria>).

