Provider Handbook

Contents

[Introduction 5](#_Toc139022551)

[Policies and documents 6](#_Toc139022552)

[Policies and procedures 6](#_Toc139022553)

[Documents 6](#_Toc139022554)

[More information 6](#_Toc139022555)

[Ambient noise level testing and equipment calibration 7](#_Toc139022556)

[Program requirements 7](#_Toc139022557)

[Ambient noise level testing 7](#_Toc139022558)

[Audiometric equipment calibration 8](#_Toc139022559)

[Management of client records 9](#_Toc139022560)

[Summons and legal requests for client information 9](#_Toc139022561)

[Destruction freeze 9](#_Toc139022562)

[Tips to improve record keeping compliance 10](#_Toc139022563)

[Examples of non-compliance 10](#_Toc139022564)

[More information 10](#_Toc139022565)

[Insurance 11](#_Toc139022566)

[Program requirements 11](#_Toc139022567)

[Advertising and marketing 12](#_Toc139022568)

[Use of the Australian Government logo 12](#_Toc139022569)

[Use of the program visual identity 12](#_Toc139022570)

[Relationship to government 12](#_Toc139022571)

[Promoting free hearing services and devices 13](#_Toc139022572)

[Device information provided to program clients 13](#_Toc139022573)

[Direct marketing, cold calling, text messaging & promotional emails 13](#_Toc139022574)

[Screening tests, open days, and promotional activities 14](#_Toc139022575)

[Site listings 14](#_Toc139022576)

[More information 14](#_Toc139022577)

[Client relocations 16](#_Toc139022578)

[Program requirements 16](#_Toc139022579)

[Relocation request 16](#_Toc139022580)

[Consent format 16](#_Toc139022581)

[Processing a relocation 17](#_Toc139022582)

[Client record 17](#_Toc139022583)

[Contacting relocated clients 18](#_Toc139022584)

[Relocated maintenance claims 18](#_Toc139022585)

[Recordkeeping 18](#_Toc139022586)

[Compliance monitoring 18](#_Toc139022587)

[Compliance 19](#_Toc139022588)

[Compliance checks 19](#_Toc139022589)

[Self-assessment 19](#_Toc139022590)

[Claim reviews 19](#_Toc139022591)

[Audits 19](#_Toc139022592)

[Support 20](#_Toc139022593)

[Closing or selling your business 21](#_Toc139022594)

[Program requirements 21](#_Toc139022595)

[Closing your business 21](#_Toc139022596)

[Selling your business to another provider 22](#_Toc139022597)

[Selling provider’s obligations 22](#_Toc139022598)

[Purchasing provider’s obligations 23](#_Toc139022599)

[Selling a site to another provider 23](#_Toc139022600)

[Claiming 23](#_Toc139022601)

[Selling provider 23](#_Toc139022602)

[Fittings 24](#_Toc139022603)

[Maintenance and batteries 24](#_Toc139022604)

[Buying provider 25](#_Toc139022605)

[Fitting services 25](#_Toc139022606)

[Novated maintenance arrangements 25](#_Toc139022607)

[More information 26](#_Toc139022608)

# Introduction

This handbook is for contracted service providers of the Australian Government Hearing Services Program, managed by the Department of Health and Aged Care.

To provide services under the program to eligible clients, entities must complete the accreditation process, and sign a contract.

Providers need to ensure compliance with the:

* [*Hearing Services Administration Act 1997*](https://www.legislation.gov.au/Latest/C2016C00384) *(the Act*)
* [Hearing Services Program (Voucher) Instrument 2019](https://www.health.gov.au/resources/publications/hearing-services-program-service-provider-contract) (the Instrument)
* [Service Provider Contract](https://www.health.gov.au/resources/publications/hearing-services-program-service-provider-contract)
* [Schedule of Service Items and Fees](https://www.legislation.gov.au/Latest/F2023N00172).

This handbook has been collated to support providers meet program requirements and deliver services under the program.

# Policies and documents

If you provide services under the program, you must have policies and procedures in place before commencement.

## Policies and procedures

The Instrument and contract outline several policies required by providers, including:

* medical referral policy
* supervision of provisional practitioners
* management of client records and health information
* management of ambient noise level measurements and equipment calibration
* complaints handling policies and procedures
* infection control procedures
* voucher-holder relocations
* minimum hearing loss threshold fittings
* provision of private services and devices to program clients.

These must be compliant with relevant national, state or territory, Practitioner Professional Body and program requirements.

## Documents

The following document templates are required before delivery of services:

* device supply disclosure statement
* device quote template
* maintenance agreement
* client relocation consent
* private services and devices.

The program may request access to policies and documents at any time.

## More information

Please refer to the contract or Instrument for more information about policies, procedures and document requirements.

# Ambient noise level testing and equipment calibration

All sites must have appropriate equipment and facilities for providing services to clients including ambient noise level testing and equipment calibration. Providers may be asked to show evidence that these requirements are being met.

## Program requirements

### Ambient noise level testing

All rooms used to provide hearing services to program clients must meet the relevant Australian Standard for Auditory Assessment (the Standard), AS/NZ 1269.4 2014.

Ambient noise level testing must be conducted at all sites every 3 years to the Australian Standard. Where assessment services are provided at locations that are not covered by the Standard, providers will be required to document on the client record how they managed ambient noise in that location.

The annual Self-Assessment Tool (SAT) questionnaire asks providers to certify that they have current ambient noise level certification for all sites.

The Standard sets benchmarks for the measurement and testing of ambient noise levels and provides advice on procedures for conducting pure tone air conduction audiometry. The Standard also sets out the conditions under which audiometry should be carried out. Ambient noise level testing must be completed for all sites every 3 years, as well as whenever a change in background noise levels is evident. Testing must be completed during normal business hours.

If you use an external contractor to certify your site, they must certify against the Standard. The program does not make recommendations for providers who perform testing. If you are performing the certification yourself, you will need to purchase the Standard to ensure you have the correct procedure, reporting methods and the calculation to determine the levels against which to measure. Please refer to the [Standards Australia website](http://www.standards.org.au/SearchandBuyAStandard/Pages/default.aspx).

Certification should include the following details:

* name of the owner and address details of the room/booth undergoing testing
* date, time and location that the measurements took place
* octave band level measurements
* headsets and enclosures used for audiometric testing at the site and if they are suitable to use with the measured background noise levels
* equipment used to conduct testing and the date of last calibration or due date for the next calibration
* the name and contact details of the technician/consultant who conducted the assessment
* the standard to which the certification took place.

## Audiometric equipment calibration

Audiometric equipment used for testing must be calibrated to the Australian Standard/s relevant to each piece of equipment used. Equipment calibration is generally required annually.

Clause 10 of the contract requires providers ensure sites have appropriate facilities, including audiometric testing equipment for assessment, fitting and rehabilitation.

The program does not specify the type/s of equipment required to comply with the above clause. It is the responsibility of each provider to decide which equipment they use to provide services.

The annual SAT questionnaire asks providers to certify that they have current equipment calibration certification for all sites.

Certification should include:

* name and address of the owner
* details of the equipment
* the Standard/s under which the equipment was calibrated
* the date the calibration was undertaken
* the name and contact details of the technician who carried out the testing.

# Management of client records

Program client records are owned by the Commonwealth. Providers must manage, store, transfer and dispose of program client records in accordance with the contract, program legislation, the [*Archives Act 1983*](https://www.legislation.gov.au/Latest/C2021C00366), the [*Privacy Act 1988*](https://www.legislation.gov.au/Latest/C2022C00361) and the [*Freedom of Information Act 1982*](https://www.legislation.gov.au/Latest/C2023C00079).

Client personal and health information is deemed sensitive information under the [Australian Privacy Principles](https://www.oaic.gov.au/individuals/privacy-fact-sheets/general/privacy-fact-sheet-17-australian-privacy-principles) (APP) and extra precautions need to be taken when managing this information.

More information on records management is available in the [Schedule of Service Items and Fees](https://www.legislation.gov.au/Latest/F2023N00172).

## Summons and legal requests for client information

If the South Australia Employment Tribunal (SAET) or a legal firm contact you to request the clinical information of a program client, you must refer this request to the program at [hearing@health.gov.au.](mailto:hearing@health.gov.au) You should not respond to the request directly or release the client’s information to the requesting legal entity.

We will facilitate the legal request and will liaise with you and the requesting legal entity to obtain and provide the requested client record.

Upon receipt of a legal request for client information, we will request you upload a copy of the client’s complete record to the EDW Dropbox within a 7-day timeframe. Please cooperate with our timeframe requests and let us know if you will have trouble with the provided timeframe.

## Destruction freeze

Please note from 21 June 2019 there is a freeze on the destruction of Commonwealth records. Providers must not destroy any program client records until the Department of Health and Aged Care advises that the freeze has ended. This includes records of program clients who are deceased or who have not accessed the program for 7 or more years.

The disposal freeze on all program client records falls under the terms of reference for the [Royal Commission into Violence, Abuse, Neglect and Exploitation of People with a Disability.](https://disability.royalcommission.gov.au/)

Providers must hold all records until they are informed that they can be destroyed, or they are required for the Royal Commission.

As per section 24(1) of the *Archives Act 1983* (Cth) penalties apply for records disposed of in breach of this freeze order.

More information, including the [Notice of Disposal Freeze](https://www.naa.gov.au/sites/default/files/2019-09/Notice-DisposalFreeze-related-to-disability-21June2019.pdf), is available on the [Disposal freezes and retention notices page](https://www.naa.gov.au/information-management/disposing-information/disposal-freezes-and-retention-notices) of the National Archives Authority website.

### Tips to improve record keeping compliance

Providers must ensure that:

* they and their staff understand the program requirements
* all client notes and records are legible and have enough detail to verify the services delivered
* all client records are kept on the client file or are available on request
* the most current forms and guidance are used, as provided on the website and in the [Schedule](https://www.legislation.gov.au/Latest/F2023N00172)
* information submitted to the online portal matches the information on the client file.

### Examples of non-compliance

Examples of non-compliance include:

* unreadable file notes or use of tick boxes as the evidence
* evidence that records have been altered (for example, changing dates or using liquid paper on claim forms and case notes)
* inconsistent dating in case notes, audiograms, NOAH data and other documents
* incomplete, unsigned or missing forms, (for example, claim forms, WANT forms and device quotes)
* inconsistencies between client file information and details submitted to the online portal, particularly 3 Frequency Average Hearing Loss (3FAHL) results and costs to client
* insufficient evidence that the full services required for a claim have been completed
* failure to retain PPB certification for practitioners.

## More information

Further guidance on general records management is available on the [NAA](http://www.naa.gov.au/information-management/) website.

Section 26 of the Instrument outlines the program requirements regarding client records.

See [Client Relocations](#_Client_Relocations) section below regarding information on file transfers.

# Insurance

Providers who deliver services to program clients must maintain required levels of insurance as specified in the contract.

## Program requirements

Clause 23 and Item D, Schedule A of the contract specify the insurance requirements for all providers. There are 3 forms of insurance required by the program.

Insurance should include:

* Public Liability insurance for no less than $20 million per claim with no limitations on the number of claims.
* Professional Indemnity Insurance in place that covers all relevant personnel. Professional Indemnity cover must be for a minimum of $10 million per claim and no limitations on the number of claims
* Relevant workers’ compensation insurance for each state and territory where they operate and provide services, unless not required by the relevant jurisdiction.
* Providers must keep copies of their insurance certification for at least seven years after the insurance ceased to be current or seven years after the cessation of the provider contract with the program, whichever is later.

# Advertising and marketing

Advertising and marketing include, but is not limited to, shop front signage, direct calling, texting, letters/pamphlets/flyers, website content, social media, newspaper advertising and other types of promotion. Providers must ensure advertising and marketing material complies with the following program requirements.

## Use of the Australian Government logo

The Australian Government logo is highly regulated by the Department of Prime Minister and Cabinet (PM&C). There have been several occasions where the program has contacted providers requesting the removal of the logo they have used as part of their advertising and marketing to program clients.

The presence of the logo could mislead program clients, who may infer the provider has a particular relationship with the program or the Australian Government.

Providers must ensure there are no representations of the Logo in any of their advertising and marketing materials.

## Use of the program visual identity

The program has a visual identity to identify its purpose and status as a department-funded program. The visual identity is separate to the Australian Government Logo and can be used by providers to advertise their participation in the program, on places such as the web and at sites. Download [visual identity graphics](https://www.health.gov.au/resources/publications/hearing-services-program-visual-identity-graphics) from the website.

## Relationship to government

Section 32 of the Instrument specifies that providers must not suggest that:

* program funded hearing services are only available through that provider
* there is any special relationship with the Minister or department that will benefit the client
* the accreditation of the provider or approval of any hearing device is a recommendation or endorsement by the Australian Government.

Clause 31.2 of the Contract specifies that the service provider and their personnel must not represent themselves as being an officer, employee, partner, or an agent of the Commonwealth.

## Promoting free hearing services and devices

Hearing services and devices provided to program clients and claimed from the program are paid for or subsidised by the Australian Government through Australian taxpayers. They are not “free” services or devices, even though the client may not be charged for them.

Advertisements for “free” hearing services or devices are misleading. Providers who wish to advertise hearing services and program devices must use the approved wording in section 32(3) of the Instrument – ‘Conditions apply under the Australian Government Hearing Services Program’.

Providers must also inform eligible clients of the services that may be available free of charge under the program (section 25(2) of the Instrument) and must ensure clients sign a quote (including any associated costs to the client) before supplying devices. This also applies to any waiver of batteries and maintenance co-payments.

Further, section 32(4)(b) of the Instrument specifies that providers must not make any representation that suggests fully subsidised devices are provided free by the provider rather than subsidised by the government.

## Device information provided to program clients

Section 32(4)(a) of the Instrument specifies that providers must not:

* bring the program into disrepute, including suggesting that fully subsidised devices are unsuitable.
* undermine the public’s trust and confidence in the program by suggesting fully subsidised devices are entry level or basic devices.

Manufacturers provide a wide range of device features and technology at different price points. The program considers all listed devices as high quality and suitable to most client’s hearing needs.

Purchasing a partially subsidised hearing device should be a personal choice by the client and not an obligation. Providers should not promote devices with features or technology beyond a client’s needs.

### Direct marketing, cold calling, text messaging & promotional emails

While cold calling, text messaging and emailing does not breach program requirements, providers should be aware of their obligations under the following legislation:

* the [*Privacy Act 1988*](https://www.legislation.gov.au/Latest/C2022C00361)
* the [*Do Not Call Register Act 2006*](https://www.legislation.gov.au/Latest/C2021C00356)
* the [*Spam Act 2003*](https://www.legislation.gov.au/Latest/C2016C00614)
* [Spam Regulations 2021](https://www.legislation.gov.au/Latest/F2021L00285).

In addition, Clause 7.1(g) of the Contract requires the provider to cease communications to program clients that have informed the provider that they do not wish to be contacted or receive marketing materials. Clients can also submit a request to be placed on the [Do Not Call Register](http://www.donotcall.gov.au/) which aims to reduce unsolicited contact and telemarketing calls, or may submit a complaint about [unsolicited telemarketing](https://www.donotcall.gov.au/consumers/consumer-overview/making-a-complaint/) or [unwanted email or message advertising (spam)](https://www.acma.gov.au/stop-getting-spam) with the Australian Communications and Media Authority.

### Screening tests, open days, and promotional activities

Providers must be aware of their obligations regarding program clients that are not linked to the provider in the Hearing Services Online Portal under the following legislation:

* the Privacy Act 1988, clause 7.1(d)
* Schedule C of the Contract
* section 35 of the Instrument.

Attendance at screening tests, open days and promotional activities is not considered as client agreement or consent to sign up with or change providers. A provider cannot link a client in the portal or access the client’s records without the client’s consent

### Site listings

Clause 10 of the Contract requires providers to maintain and update site information held in the portal.

Program clients use provider site listings to determine where they can access program services. Site listings must be kept up to date. If a site is no longer being used to provide program services, the site must be removed from the site listing.

## More information

Breaches of program requirements are taken seriously and investigated to ensure that providers comply with their obligations under the program and towards program clients.

Advertising and marketing requirements for the program are outlined in the:

* Instrument - section 32: which prohibits false, misleading or deceptive representations
* Contract - clauses 7.1(b) which also prohibits false or misleading representations and clause 38, which requires compliance with the Competition and Consumer Act 2010, which provides consumer protection from false or misleading information.

# Client relocations

Program clients have the right to choose where they receive their hearing services and can decide to relocate to a provider at any time.

## Program requirements

Section 35 of the [Hearing Services Program (Voucher) Instrument 2019](https://www.legislation.gov.au/Latest/F2021C00587) outlines the program requirements for clients relocating to different providers.

The [Service Provider Contract](https://www.health.gov.au/resources/publications/hearing-services-program-service-provider-contract) at clauses 11.1(h), 12.6c (ii), and 27.3(c) also includes provisions for client relocations. Item C, Schedule A of the contract requires providers to have a policy in place for the management of client relocations.

Providers are also required to comply with the [*Privacy Act 1988*](https://www.legislation.gov.au/Latest/C2022C00361), which includes the [Australian Privacy Principles](https://www.oaic.gov.au/privacy/australian-privacy-principles/read-the-australian-privacy-principles/) (APPs), any State/Territory privacy legislation and relevant consumer law.

## Relocation request

A client must give their informed consent to relocate to a new provider before the new provider processes their relocation and starts delivering services. If the client has a Power of Attorney (POA) or other legal guardianship arrangement in effect, then consent must come from the POA or guardian.

The client must also provide 4 points of identity with their consent to allow a new provider to access the client’s record in the portal.

The points of identity include the client’s:

* voucher number
* first name
* surname
* date of birth.

Accessing health information without consent is a breach of the Privacy Act 1988 and the contract. Breaches may need to be reported under the [Notifiable Data Breaches scheme](https://www.oaic.gov.au/privacy/notifiable-data-breaches/).

## Consent format

The new provider is expected to obtain consent from the client before processing the relocation (transfer).

Providers should refer to the Documenting Consent and Agreement section of the [Schedule of Service Items and Fees](https://www.legislation.gov.au/Latest/F2023N00172) for details.

The department has a [client transfer consent form](https://www.health.gov.au/resources/publications/hearing-services-program-client-transfer-consent-form). This form can be edited, but the information contained on the form must be retained.

## Processing a relocation

Each client is linked to their chosen provider in the portal. Personal information is safeguarded by limiting access to the client’s chosen provider. When a new provider initiates a relocation, a link is created between the client and the new provider. This allows the provider to view and update client information.

When processing relocation requests, providers must ensure they are logged in under the site that is requesting the client’s record. The portal will register this site as the location of the client file and where the file should be sent. Any correspondence regarding the file will be sent to this location.

A provider may choose to relocate a client file to another of their sites to accurately reflect the file location. Consent is not required to relocate a client file between sites of the same provider.

The previous provider will receive an automated email notification to their registered contact email address. In accordance with Section 35 of the Instrument, the complete file must be transferred as directed by this notice.

The previous provider will no longer have access to the client’s information in the portal. Information on how to process a relocation in the portal is available [in the search, link and transfer clients guide](https://www.health.gov.au/resources/publications/hearing-services-program-portal-user-guide-search-link-and-transfer-clients).

Providers must not ask clients to collect their file from a previous provider.

## Client record

Providers must:

* send complete client records to the department or a new provider when directed by the relocation notification
* have a process in place to ensure the complete record is provided.

If the complete file is not supplied, the new provider should contact the previous provider detailing missing information. If the file is still not provided after following up, contact the program for further assistance via email at [hearing@health.gov.au](mailto:hearing@health.gov.au).

If you do not receive the complete record within 7 business days of actioning the relocation in the portal, contact the previous provider to confirm they received the relocation notification.

If the previous provider has not received the relocation notification, the new provider should confirm their email address and email the program to have it reissued, allowing another 10 business days to receive the file.

If the new provider still does not receive the client file within an appropriate timeframe, they should email the program at [hearing@health.gov.au](mailto:hearing@health.gov.au). In this email they should:

* outline their efforts to resolve the issue
* include names and voucher numbers of relevant clients, the date of follow up requesting the file and any relevant file notes.

## Contacting relocated clients

Clients must not be contacted and pressured into staying with their previous provider.

Chapter 7 of the APP guidelines (under the Privacy Act 1988) allows clients to withdraw their consent to receive direct marketing communications from a provider and request no further contact. A client needs to contact a provider to withdraw consent.

## Relocated maintenance claims

All outstanding claims for payment must be submitted by the previous provider within 20 business days of the date of the relocation notice. If a client wishes to continue with maintenance arrangements, the new provider can submit a relocated maintenance claim for that client (items 711/ 722).

If a client relocates and is not on a current maintenance agreement at the time of relocating, the new provider may offer the client a new maintenance agreement and claim item 700 or 710.

## Recordkeeping

All client records must be managed in accordance with the Management of Client Records information.

## Compliance monitoring

Program requirements are monitored in accordance with the Compliance Monitoring and Support Framework. The program monitors relocation patterns and claiming and undertakes routine compliance checks in accordance with the contract (clause 16).

# Compliance

Providers must follow the terms of their contract and legislation. The department conducts regular compliance monitoring and provides information for support.

## Compliance checks

### Self-assessment

Providers must complete an annual self-assessment using our self-assessment tool. This gives you an opportunity to:

* review your policies, procedures and systems to make sure they are in line with program requirements
* identify opportunities for improvements.

We will remind you each year when it is time to complete your self-assessment.

### Claim reviews

We regularly review provider claims to make sure they are accurate. If we find incorrect claims, we will let you know and you will have 10 days to review the identified claims. Incorrect claims are required to be reimbursed to the program.

### Audits

We audit providers to ensure compliance with program requirements, either through:

* targeted audits – for providers that are at higher risk of compliance issues (based on claiming data analysis, claims audits, complaints and other risk signals)
* random audit – for randomly selected providers.

Audits can be either:

* general – covering all program requirements
* limited scope – focusing on a specific requirement such as the minimum hearing level threshold or refitting.

We will work with providers to rectify any issues we identify in an audit.

If there are risks to client safety or program integrity, or there is evidence of fraud, we will take compliance actions.

Providers may be required to reimburse claims or clients or implement other actions to fix issues.

If we identify serious issues, we may conduct follow-up audits or refer to the departmental fraud area. We may do a check-up 3, 6 or 12 months after the end of an audit, to make sure the provider is implementing the agreed strategies to address non-compliance.

## Support

If you are subjected to an audit or claim review, you will receive a guide on the process, including additional information and what to expect:

* [audit guide](https://www.health.gov.au/resources/publications/hearing-services-program-provider-audit-guide)
* [claims review guide.](https://www.health.gov.au/resources/publications/hearing-services-program-provider-claims-review-guide)

Please see the [Compliance Monitoring and Support Framework](https://www.health.gov.au/resources/publications/hearing-services-program-compliance-and-monitoring-support-framework) for more information about how we approach monitoring program compliance.

# Closing or selling your business

You may decide to terminate your contract with the department or arrange to sell your business to another provider. There are several obligations if you are closing or selling your business.

## Program requirements

The contract includes provisions for the termination of the contract by either party and the assignment of contractual rights to another provider:

* if a provider decides they no longer wish to provide services to program clients, clause 27 of the contract allows for the termination of the contract by either party
* if a provider decides to sell their business to another provider, clause 32 of the contract allows for the transfer or novation of contractual rights between providers under the program.

## Closing your business

If you are closing your business, the contract requires you to provide 20 business days’ notice to the program. This can be done by emailing [hearing@health.gov.au](file://central.health/DfsUserEnv/Users/User_25/hericm/Documents/hearing@health.gov.au)

Once you have provided notice, you must:

* Inform program clients – you will need to send out correspondence to program clients informing them your business will no longer be providing services and advising them of alternate arrangements. The program can provide a sample letter to assist you if required.
* Services – not perform an initial assessment, enter into a new maintenance agreement or renew an expiring agreement, accept a relocating client, or initiate a fitting where the follow-up component cannot be completed.
* Claiming – process the majority of claims prior to the termination of the contract. All outstanding claims after the termination date will need to be submitted within 20 business days to receive payment. Note: these need to be sent to [hearing@health.gov.au](mailto:hearing@health.gov.au) as manual claim.
* Recoveries – review client files to ensure that there are no invalid claims, process any recoveries through the portal, and repay any outstanding debts to the program.   
  Note - Clause 13 of the contract allows the program to recover any services not provided in accordance with program requirements even after the date of closure.
* Client Records – forward client records for relocating clients to their new provider if a request is made prior to the date of closure and return any remaining client records to the department. Original claim forms and any receipts given to the clients must be retained by you for seven years.

## Selling your business to another provider

The contract requires the selling provider to seek the Commonwealth’s consent at least 20 business days prior to the date they propose to assign their contractual rights to the new provider. This can be done by emailing [hearing@health.gov.au](mailto:hearing@health.gov.au)

### Selling provider’s obligations

The selling entity must:

* provide the date of the last day of trade of their business and the proposed date of transfer.
* seek a novation of all battery and maintenance agreements with the purchasing provider.
* write to all program clients advising of the change of ownership. The letter must include the following paragraph:

“It is your right under the Hearing Services Program to transfer to another hearing service provider if you do not wish to receive services from {insert purchasing provider’s name}.  To find a new provider you can ring the program on 1800 500 726, visit the program website or email [hearing@health.gov.au](mailto:hearing@health.gov.au). Please be aware that your client record will be transferred to {insert purchasing provider’s name} should you choose not to relocate to a different provider at this time”

* advise if the trading name will be retained or is included in the transfer.
* detail staffing arrangements (i.e., whether staff will be retained).
* Ensure that you retain all original claim forms and place a copy on each client’s clinical record being forwarded to the new provider.
* Finalise all outstanding claims and recoveries. Refer below to Claiming information when selling or buying a hearing service business.
* Relinquish your contractual rights to provide services to program clients by signing a Deed of Termination (this document will be prepared by the program).

### Purchasing provider’s obligations

The buying entity must:

* honour current battery and maintenance agreements clients have entered into with their previous provider. You will not be able to claim the Maintenance and Batteries for Relocated Clients service item, nor can claims be made for the annual maintenance payment from these clients, until their current maintenance period ends.
* create the new sites in the portal, under your contractor ID. This will enable the program to arrange for the bulk transfer of affected clients to the new provider.
* link any transferring practitioners to your business on the portal within five business days of the date of transfer.

### Selling a site to another provider

The same obligations apply to both the selling and purchasing providers with the exception that the Deed of Termination is not required as the selling provider will still operate under the program.

## Claiming

There are often claims that need to be submitted outside of the normal methods and systems when a provider sells their business to another provider. The information below can assist you to navigate the correct systems of submission to ensure claims for services provided through the program are valid, approved and paid.

### Selling provider

The selling provider must ensure their claiming system remains open until all claimable items are submitted successfully. Additionally, the selling provider must ensure all claims have been submitted no later than **20 business days** after the date of closure. All assessment claims should be submitted as soon as possible, through the selling providers practice management software.

The selling provider should review client files and if you identify any invalid claims they must be processed as a recovery. Wherever possible, any valid claims to replace a recovered claim should be submitted immediately through the portal before your business closure date and transfer of clients. The selling provider will not be able to access client information on the portal from the date of closure.

### Fittings

Selling providers **must** only commence a fitting service if they are able to complete the follow-up service before closure.

In the case that a selling provider is unable to complete the follow-up service and it is instead completed by the buying provider, the selling and buying provider will need to submit split payment claims.

There are two parts to a split payment

* **Part 1** is submitted by the selling provider where the fitting date is prior to the Date of Transfer and no follow-up has occurred (see table 1), and
* **Part 2** is submitted by the buying provider where a follow-up has been completed on the devices fitted by the selling provider (see table 2).

The selling provider should contact the program as soon as possible if they require assistance understanding the process. The Claim for Payment form for the non-follow-up appointment must be emailed to [hearing@health.gov.au](mailto:hearing@health.gov.au) within the 20 business days of the closure date.

### Maintenance and batteries

The selling provider must not accept battery and maintenance payments or ask clients to sign maintenance agreements if the start date of the agreement is after the sale of the business.

Information on the actions for managing claiming for a selling business are outlined in Table 1.

Table 1: Claiming when a provider transfers their contract or sells their business

| Submitting Claims | Sellers action | Item Number |
| --- | --- | --- |
| The assessment date is prior to the Date of Transfer | Submit claim | 600 or 800 |
| The fitting and follow-up dates are prior to the Date of Transfer | Submit claim | Monaural Item:  650, 630 or 820  Binaural:  660, 640 or 830 |
| The fitting date is prior to the Date of Transfer where the client has not attended a follow-up appointment and a follow-up service has not been provided.  Note: the date of service must match the fitting date. | Attach the claim form and email it to [hearing@health.gov.au](mailto:hearing@health.gov.au)  The subject line should be displayed as:  voucher # – client name – item # – SP business transfer Pt1 - closure date DD/MM/YYYY | Monaural Item:  651, 771 or 821  Binaural Item:  661 or 831 |
| The assessment date is after the Date of Transfer | No action | N/A |
| The fitting and follow-up date are after the Date of Transfer | No action | N/A |
| The follow-up date of service is after the Date of Transfer | No action | N/A |

## Buying provider

Buying providers must be familiar with the requirements related to a transferred business.

### Fitting services

The buying provider can submit an item 6 claim once:

* the selling provider has submitted the non-follow-up fitting claim successfully
* the buying provider has completed the follow-up/rehabilitation service.

The follow-up date of service must be after the Date of Transfer. To cover the costs of the follow-up/rehabilitation component of the fitting, send the Item 6 claim form by email to [hearing@health.gov.au](mailto:hearing@health.gov.au). Once reviewed and approved, the buying provider will receive a confirmation email.

Email the program to find out the split payment amounts for fitting services submitted as item 6 claims.

### Novated maintenance arrangements

As part of the termination agreement, the buying provider must not claim for relocated maintenance (item 711 or 722) or when a follow-up is completed and item 6 is claimed by the buying provider. It is a condition of approval of transfer of contractual rights through the program that the buying entity agree to novate any existing batteries and maintenance agreements.

Please refer to the Table 2 to assist you with submitting your claims correctly.

Table 2: Claiming when buying an existing hearing service business

| Submitting Claims | Buyers action | Item Number |
| --- | --- | --- |
| The assessment date is prior to the Date of Transfer | No action | N/A |
| The fitting and follow-up dates are prior to the Date of Transfer | No action | N/A |
| The fitting date is prior to the Date of Transfer where the client has not attended a follow-up appointment and follow-up service has not been provided. | No action | N/A |
| The assessment date is after the Date of Transfer | Submit claim | 600 or 800 |
| The fitting and follow-up dates are after the Date of Transfer | Submit claim | Monaural Item:  650, 630 or 820  Binaural Item:  660, 640 or 830 |
| The follow-up date of service is after the Date of Transfer | Attach the claim form and email it to [hearing@health.gov.au](mailto:hearing@health.gov.au)  The subject line should be displayed as:  voucher # – client name – item 6 – SP business transfer Pt2 | Exception Item 6:  (follow-up completion) |

## More information

More information is available on our [claiming page](https://www.health.gov.au/our-work/hearing-services-program/providing-services/claiming).

Health.gov.au

All information in this publication is correct as at June 2023