Hearing Services Program – Maintenance services fact sheet

Through the Australian Government Hearing Services Program (program), clients can receive a range of services, and if needed, will be provided hearing devices. When a client receives a device fitting, the device supplier will provide consumables to support the initial use of the device. The device will be under warranty for at least 12 months, covering design, materials and workmanship defects.

Hearing devices are also covered by general [Consumer Laws for Repairs, Replacements and Refunds](https://www.accc.gov.au/consumers/consumer-rights-guarantees/repair-replace-refund). [Consumer Laws and Guarantees](https://www.accc.gov.au/consumers/consumer-rights-guarantees/consumer-guarantees) also apply. Further information is available on the [Australian Competition and Consumer Commission website](https://www.accc.gov.au/consumers/consumer-rights-guarantees/repair-replace-refund).

## Maintenance Agreement

A Maintenance Agreement (agreement) is a written agreement made between a program client and the client’s provider, to enable the client to receive ongoing maintenance, repairs, and consumables, including batteries.

The program encourages all fitted clients to enter into an agreement. Clients can opt-out of entering an agreement however, they will be responsible for all repairs and consumables (other than the initial supply) that are not covered by warranty.

The program has a Maintenance Agreement template available, that providers can use. It can also be adapted, ensuring all the information is retained.

### What is covered?

An agreement covers:

* appropriate battery supply
* adjustments and re-programming if required (including one phone or accessory reconnection service per agreement)
* repairs to the device as well as to any other attachments necessary for the operation of the device
* necessary components for the functioning of the device except rechargers for rechargeable devices
* hearing aid cleaning.

Note: Clients with partially subsidised devices may be charged for repairs, if agreed in the device quote prior to fitting.

### Timing

All clients who receive a device through the program must be offered an agreement. Providers may offer clients the opportunity to enter into a new agreement at the time of refitting, irrespective of when the previous agreement expires.

In all other circumstances, agreements last for a period of 12 months.

If a client has an existing agreement, the next agreement can be signed up to 45 days before it expires. This allows providers adequate time to send the new agreement to clients for signature before the current agreement expires.

### Client signature

If a client does not have a current agreement, they can sign the agreement any time between the fitting date, and follow-up date of the service. This is a decision for each business. The commencement date will always be the date of fitting of the device.

#### Agreement signed before the current agreement expires

If an agreement is signed before the current agreement expires,the date of service for the maintenance claim will be 12 months after the date of service from the previous maintenance claim. The client signature and date confirm they wish to enter into an agreement.

#### Agreement signed after the current agreement expires

If an agreement is signed after the current agreement expires, the date that the client signed the agreement is the date that the new agreement begins. This is also the date of service for the maintenance claim. The agreement must be signed before submitting a maintenance claim. If a client returns an unsigned form, you must not submit the maintenance claim.

If a relocated client has an existing agreement, the client will not need to sign a new agreement until it expires. If the client does not have an agreement, the new provider may offer a new agreement in accordance with the conditions set out in the Schedule of Service Items and Fees.

Only the client or a Power of Attorney (POA) can enter into an agreement for the client.

### Client co-payments

When clients enter an agreement, the client can be charged a co-payment which is a contribution towards maintenance of their hearing device/s. The co-payment can be charged at either the fitting or follow up appointment. Some providers waive the co-payment, but this is a business decision for each provider.

#### Fully subsidised devices

The maximum co-payment amount that can be charged is set out in the Schedule of Service Items and Fees. This is indexed annually and is the same amount whether the client is monaurally or binaurally fitted.

#### Partially subsidised devices

The amount of the co-payment for partially subsidised devices can be higher than the maximum co-payment set for fully subsidised devices. The client must be notified of the higher cost prior to the fitting. The cost must be outlined in the device quote and clearly documented on the client’s agreement. If the co-payment amount will increase over time, this information should be included on the original device quote so that the client understands the potential ongoing costs.

#### Relocating clients

When a client has relocated to a new provider and they already have an agreement, the client cannot be charged the co-payment again until their next agreement is due. The program claim for relocated maintenance will include the co-payment so that the client and new provider are not disadvantaged.

If a client with a current maintenance agreement for a partially subsidised device relocates to a new provider, the new provider may negotiate new conditions for maintenance. The new provider may choose to set additional repair costs. If the client accepts, the conditions must be documented on the client record after relocation, and then in subsequent maintenance agreements that have additional conditions.

#### Private/BYO devices

If a client has a device that was not supplied through the program, they can still elect to receive ongoing maintenance and support. The device/s must be on the current approved [Schedule of Devices](https://health.gov.au/resources/collections/hearing-services-program-provider-resource-collection#device-schedules), and must be the client’s primary device/s. The device/s must be suitable for the client’s needs, in working order, and maintainable for the remainder of the client’s current voucher period.

If the client already has an agreement, it will continue until its expiry. The co-payment cannot be charged until the next agreement.

If the client does not already have an agreement, they may be charged the co-payment when they sign the agreement for the private/BYO devices.

#### DVA clients

If a client is a DVA Gold Card or DVA White Card Holder (specified for hearing loss) and has entered an agreement, DVA will pay the co-payment up to the maximum co-payment amount set for fully subsidised devices.

Please note DVA does not pay the co-payment for hearing devices provided to the holder of a DVA Pensioner Concession Card, or a spouse, or dependent, of any card type. DVA will also not pay the co-payment if the fitting is unsuccessful and a follow-up appointment is not completed.

### Program claims

#### Program Maintenance Claims

A client can commence an agreement at any time, except in the 12 months after an initial fitting or refitting. When a client starts an agreement, providers may submit a maintenance claim to cover any potential repairs and consumables for one year. This is in addition to the co-payment.

The service and evidence requirements, conditions for claiming, and fees paid for maintenance claims, are outlined in the Schedule of Service Items and Fees. The amount paid will depend on whether the client is monaurally or binaurally fitted.

#### Maintenance service items

##### Monaural Maintenance items

* Standard Maintenance (item 700).
* Relocated Maintenance (item 711).
* Private Maintenance (item 790).

##### Binaural Maintenance items

* Standard Maintenance (item 710).
* Relocated Maintenance (item 722).
* Private Maintenance (item 791).

#### DVA – 777

For DVA Gold Card or DVA White Card Holder (specified for hearing loss), an item 777 may be claimed in conjunction with a fitting claim or in conjunction with an item 700 / 710 claim. The Date of Service for item 777 must always match either the date of service for a maintenance claim, or the date of fitting for a fitting claim. Please note that you cannot claim an item 777 in conjunction with any fittings, with no follow up.

#### Portal

The portal records the date of service for a maintenance claim or the date of fitting for a fitting claim. The portal also displays the client’s latest maintenance expiry date in the client’s service history. Providers can export a list of all currently linked clients which includes the maintenance expiry date/s.

#### Arrangements for different fitting types

When a client enters an agreement, whether a provider can claim from the program and charge a client co-payment will depend on a range of factors including the fitting arrangement, previous fitting dates, and whether the client has a current agreement.

Table A outlines most common scenarios related to device maintenance where the client receives a fitting and wishes to enter an agreement or has an existing agreement. If your client has a unique situation, please contact the program for further guidance. Refer to the Schedule of Service Items and Fees for further information regarding program requirements, claiming, co-payments and evidence requirements

#### Returned devices

If a client returns their device and they are no longer aided under the program, providers will be required to reimburse the program and the client, for maintenance payments made on or after the fitting date or last agreement date, whichever is most recent.

If you have any issues or questions regarding maintenance, please email the program at hearing@health.gov.au.

Table A: Maintenance Agreements, Client Co-payments, and Program Claim Overview

|  | Maintenance Agreement Details | Client Co-payment | Program Claim | If not entering a Maintenance Agreement |
| --- | --- | --- | --- | --- |
| Initial Fitting | Signing Date: Anytime on or between the fitting and follow-up service dates.Commencement Date: Date of fittingTerm: 12 months from date of fitting | Once fitted and on signing the agreement, the client can be charged the co-payment as per the Schedule of Fees.  | Fitting: 630, 631, 635, 636, 640, 641, (inclusive of consumable component)Maintenance: Not claimable for 12 months from the date of fitting.  | Fitting: 650, 651, 655, 656, 660, 661  |
| Subsequent Initial Fitting – No Current Maintenance Agreement in Place | Signing Date: Anytime on or between the fitting and follow-up service dates.Commencement Date: Date of fittingTerm: 12 months from date of fitting | Once fitted and on signing the agreement, the client can be charged the co-payment as per the Schedule of Fees.  | Fitting: 770, 771Maintenance: 710 Note: Maintenance is not claimable for 12 months from the initial fitting. | Fitting: 770, 771 |
| Subsequent Initial Fitting – Current Maintenance Agreement in Place | Existing Maintenance Agreement terms apply. | Not payable.  | Fitting: 760, 761 (inclusive of consumable component)Maintenance: Not claimable for 12 months from the commencement date of the existing Maintenance Agreement. | N/A |
| Refitting | Signing Date: Anytime on or between the fitting and follow-up service dates.Commencement Date: Date of fittingTerm: 12 months from date of fitting | Client co-payment is payable to cover new devices supplied. Amount as per the Fees Schedule.  | Fitting: 820, 821, 825, 826, 830, 831Maintenance: Not claimable for 12 months from the date of fitting.  | Fitting: 820, 821, 825, 826, 830, 831 |
| Relocated Maintenance | Existing Maintenance Agreement terms apply. | Not Payable – the co-payment is covered by the program claim. | Monaural Relocated Maintenance: 711Binaural Relocated Maintenance: 722Note: if a client relocates and is not on a current agreement at the time of relocating, providers may offer an agreement and claim item 700 or 710. | N/A |
| Private/BYO Maintenance | Commencement Date: Date of signature on the Maintenance AgreementTerm: 12 months from the commencement date. | On signing the agreement, the client can be charged the co-payment as per the Schedule of Fees.  | Monaural Private Maintenance: 790Binaural Private Maintenance: 791Note: if previously fitted through the program standard maintenance should be claimed (items 700, 710).Note: if on an existing Maintenance Agreement, that agreement continues.  | N/A  |