

Hearing Aid Service Provider

General Guidelines

2022



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General

- In order to act as a vendor of hearing aid devices and related services ("Service Provider") to individuals with hearing loss claims ("Workers"), covered by the Workers Compensation Board of Manitoba ("WCB"), you acknowledge and agree that you and your employees:
 - (i) have read and fully understand these *Hearing Aid Service Provider General Guidelines* and will comply with them for all services provided to Workers; and
 - (ii) will invoice the WCB in strict adherence with WCB fees (listed in *Appendix "A" Hearing Aid Service Provider Fee Schedule*).
- The WCB reserves the right to amend the *General Guidelines* and *Appendix "A"* from time to time and the Service Provider agrees such subsequent amendment(s) shall be applicable to any invoice issued after the effective date indicated thereon by the WCB.
- Fees referenced in *Appendix "A"* will be indexed annually, and will be effective May 1 to April 30, inclusive. The fees will be no less than the fees for the year prior plus an indexing factor equal to the quotient obtained when the Manitoba Consumer Price Index ("MCP Index") for the previous calendar year is divided by the MCP Index for the calendar year immediately preceding it.
- At the time of approval of a hearing loss claim, the WCB shall notify the Worker of the services and benefits available to him/her.
- The WCB will approve the purchase of a hearing aid device that is identified by an audiologist as the device that best suits the Worker's needs. All recommended hearing aid devices must have reserve power built in to compensate for a minimum of 20 dBHL deterioration unless approved in advance by the WCB on a case by case basis.
- The hearing aid device will be chosen from the WCB's *Hearing Aid Product List* available at the time of fitting. If a hearing aid device is required which is not pre-approved, the Service Provider's request must be reviewed by the WCB on a case by case basis.
- The Service Provider shall complete the hearing aid fitting process on a Worker in-person. The Service Provider shall ensure delivery of all new hearing aid devices to the Workers via their clinic appointments. Repaired hearing aid devices can be sent to Workers by mail only if the shell or ear mold has not been modified. Program settings must be verified by the Service Provider before a hearing aid device is sent out for repair.

- The Service Provider shall take all reasonable steps to ensure that a Worker fully understands the contents of any documents they are signing that relate to services and/or hearing aid devices for which a fee is payable. It is the responsibility of the Service Provider to confirm the status of a Worker's claim with the WCB before initiating service. If a Service Provider is in doubt about the status of a Worker's claim, the Service Provider shall contact the WCB.
- The Service Provider shall not complete the WCB Worker's Report of Hearing Loss on behalf of the Worker.
- The Service Provider shall have and maintain adequate commercial general liability insurance at all times during the performance of the services to Workers.
- The Service Provider shall save harmless and indemnify the WCB against all costs, damages or expenses arising from actions, claims, demands and proceedings taken as a result of acts and/or omissions of the Service Provider in the performance or purported performance of the services.

Services Required

Listed below are services required by Workers approved for a WCB hearing loss claim and criteria to be met for payment of those services.

1. Fitting and Dispensing Services

The Service Provider must provide the services outlined below when fitting all hearing aid devices, including Cros/Bi-Cros devices, and will be reimbursed the cost of fitting support and maintenance as outlined in *Appendix "A."* The fitting fee must be inclusive of the following:

- Selection of appropriate hearing aid device;
- Ear mold impression;
- Programming of the hearing aid device;
- Real Ear Measurements (REM) for fitting verification;
- Verification of audibility, comfort, and tolerance;
- Speech mapping if available;
- Quality control checks (electro acoustic checks);
- Appropriate training and counseling regarding usage of hearing aid device, battery cells, and accessories (includes care & maintenance);
- Counseling Worker regarding the realistic expectations of benefits during and after adjustment period;
- Follow-up with the Worker within the hearing aid manufacturer's noted trial period (follow-up visit to include adjustments, counseling, repair, and re-programming if necessary);
- Provide Worker all product manuals & warranty information; and

- Any warranty work required.

Ear Molds are detailed in *Appendix "A."*

Ear Molds provided at the time of Initial Fitting/Dispensing (standard, custom, power) will be paid at the Manufacturer Cost, and in addition to the **Initial Fitting/Dispensing Fee**. The Service Provider is responsible for ensuring that the Worker has trialed the available standard fit items prior to requesting custom fit options. Pre-approval is required for custom ear molds.

The **Ear Mold Fee** detailed in *Appendix "A"* is applicable beginning one (1) year from the date of **Initial Fitting/Dispensing**. The fee includes the impression and cost of the ear mold. This applies to BTE, RIC, and RITE models. A maximum of 1 per ear may be billed every 2 years. Pre-approval is required.

2. Full Audiological Assessments

A **Certified Audiologist** will provide the following services when the WCB requests the Service Provider to perform a full audiological assessment:

- Comprehensive evaluation including history of hearing problems;
- Otoscopic evaluation;
- Pure-tone air conduction testing, and masking when indicated, to include the following frequencies: 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hz;
- Pure-tone bone conduction testing to include the above noted frequencies and masking when indicated (Please note that the WCB requires all frequencies, including 3000 Hz, for determining a Worker's degree of permanent impairment);
- Speech audiometry including speech reception threshold testing, determination of uncomfortable levels, most comfortable levels and speech discrimination testing level;
- Assessment of the function of the middle ear system or impedance audiometry; and
- Depending on the results of the impedance testing, referral for additional testing, as may be required.

Audiological assessments carried out by Hearing Instrument Specialists/Practitioners are only used by the WCB to establish a date of injury for a Worker experiencing hearing loss. Full audiological assessments, carried out by Certified Audiologists, are required by the WCB for the purpose of approving hearing aid devices and for the purpose of entitlement decisions relating to permanent impairment. The printed name, signature, and qualifications of the Certified Audiologist carrying out the testing must be documented.

3. Support and Maintenance

Ongoing support and maintenance will cover the following services:

- Minor in-house repairs including, but not limited to, adjustments, reprogramming, battery door repair/replacements, ear hooks, and replacement of tubing, domes, changing of wax guards, removing wax, changing battery cells, and cleaning.
- In-house receiver replacements for RIC models require pre-approval, and may be billed with a **Service Fee**.

Service Fees are only applicable beginning one (1) year from the date of initial **Fitting/Dispensing**. The maximum number of visits allowable for Workers for service of hearing aid devices is two (2) visits per hearing aid device per year.

Cleaning Fees are only applicable beginning one (1) year from the date of initial **Fitting/Dispensing**. A maximum of 2 visits per hearing aid per year will be funded for cleaning of hearing aids. **Cleaning Fees** must be a separate visit, and cannot be combined with a **Service Fee** or a **Repair Fee**.

Pre-approval is required if the Worker requires more service beyond the warranty period.

In-house repairs are expected to be minimized due to appropriate training and education during the fitting process.

4. Repairs and Returns

The Service Provider must provide and process repairs and returns for hearing aid devices supplied by the manufacturer for all new purchases and for hearing aid devices previously purchased by the WCB on behalf of Workers.

Out-of-office repairs will cover the following issues and are applicable when a hearing aid device must be sent to the manufacturer:

- Circuit or shell change is necessary;
- Hearing aid device is no longer functioning;
- Internal feedback is present;
- Hearing aid device is noisy/hissing; or
- Hearing aid device does not meet manufacturer's electro acoustic specifications.

The **Repair Fee** will include:

- Verification of program settings;
- Reprogramming as required; and
- Real ear measurements, if appropriate.

All repairs require pre-approval from the WCB. The frequency of all repairs will be monitored. Fee payable once per transaction with the manufacturer. Not to be combined with the **Service Fee** or **Cleaning Fee**.

The Service Provider must submit the repair request to the WCB at the time it is determined that a manufacturer repair is required. Requests that have been unnecessarily delayed will be documented, and considered a violation of the *General Guidelines*.

Manufacturer's invoice must be included when billing for a **Repair Fee**.

5. Replacement

The WCB will replace a Worker's hearing aid device(s) only when necessary. The **minimum** replacement time frame is every five (5) years. Hearing aid devices will not be replaced while under manufacturer or repair warranty without prior authorization of the WCB.

The WCB may authorize a new hearing aid device if:

- Hearing aid device is not functioning properly and the cost of repair is no longer considered cost effective;
- Hearing aid device no longer physically fits properly in the ear and the cost of a new shell is no longer cost effective;
- Hearing aid device circuitry is inappropriate due to a change in the Worker's hearing and the cost of replacing the circuit is no longer cost effective; or
- Audiometric test results show that the Worker's hearing has changed by a minimum of 20 dBHL in 3 or more of the octave frequencies 500 Hz to 4000 Hz, such that audibility has been affected.

Any other requests will be reviewed on a case by case basis by the WCB.

The Service Provider must obtain written authorization from the WCB for the replacement of hearing aid devices. For new hearing aid devices to be approved, the Worker's current hearing aid devices must be proven to be inappropriate.

The Service Provider must not solicit Workers for replacement of current hearing aid devices; such requests must be initiated by the Worker. Instances of solicitation will be documented, and considered a violation of the *General Guidelines*.

6. Lost or Damaged Hearing Aids

The WCB will not accept financial responsibility for the replacement of lost hearing aid devices or for the repair of damaged hearing aid devices resulting from the Worker's negligence or intentional acts.

7. Requirements of Provider

The Service Provider's staff providing the services must be licensed and in good standing as either an Audiologist or a Hearing Instrument Specialist with their respective regulatory or licensing body.

8. Battery Cells

The WCB will accept financial responsibility for battery cells provided to Workers up to a maximum cost per battery cell as outlined in *Appendix "A."* The Service Provider will not send battery cells to a Worker without first receiving a request from the Worker for battery cells. The WCB reserves the right not to accept financial responsibility for shipped battery cells that were not requested by the Worker. All battery cells shall have an appropriate shelf life consistent with the requirements of the Worker and supply of battery cells provided.

Rechargeable Hearing Aid models have been added to the *Hearing Aid Product List* by some manufacturers. The cost of the charger and batteries per year shall not exceed the costs for a yearly allotment of batteries as outlined in *Appendix "A."*

9. Reporting

A detailed written report of the audiological test results, including recommendations regarding appropriate amplification, will be provided to the WCB following a full audiological assessment. Should the report be incomplete and further information required, it will be returned to the testing audiologist with no additional charge to the WCB. Reports submitted to the WCB must be personally signed by the audiologist who carried out the assessment in order for the Service Provider to be entitled to payment.

10. Billing

The Service Provider must identify the following information on the Hearing Clinic Invoice:

- Service Provider Information (WCB Account Number, Account Name, Address, Telephone, and Fax);
- Patient Information (Claim Number, Name, Address, Date of Birth, PHIN, and Telephone);
- Detail of service(s) provided;
- Serial number of the applicable hearing aid device(s);
- If repairs are carried out, nature of repair and cause of damage; and
- If battery cells are supplied, the type and number of battery cells.
- Name of individual submitting the invoice and the date submitted.

The WCB is GST exempt and its registration number is 107863847RT10013. GST shall be listed separately on invoices.

11. Conflict of Interest

Audiologists requested by the WCB to provide an audiologist diagnostic assessment must not assume that if a Worker is referred to the Service Provider's clinic for a diagnostic assessment that the Worker will return for a hearing aid device fitting. Ear mold impressions should not be taken at the appointment for an audiologist diagnostic assessment, nor should any discussion be entered into with the Worker regarding amplification on WCB's behalf. Service Providers should not comment to the Worker on cause and effect relationship between work history and hearing loss. Adjudicative decisions will be made by the WCB.

12. Record Keeping and Confidentiality

The Service Provider shall create and maintain an accurate and complete record for each Worker. All records should be maintained and managed in accordance with applicable legislation relating to personal health information.

The Service Provider acknowledges that the confidentiality provision of *The Workers Compensation Act* (Section 101) and *The Personal Health Information Act* ("PHIA") apply to it and, without limitation, all matters relating to the operations, activities, management and administration of the WCB are matters communicated to the Service Provider in confidence.

The Service Provider will maintain strict confidence and will not divulge or allow to be divulged any information obtained in connection with the services ("Confidential Information"), except under the WCB's authority. The Service Provider acknowledges that violations of confidentiality may result in prosecution under *The Workers Compensation Act* or *PHIA* and/or report to professional regulatory body. The WCB shall have the right to obtain injunctive relief for violations of this nature.

Unless otherwise advised, destruction of all WCB-related file material must be conducted in a manner such that all Confidential Information is entirely destroyed in order that it cannot be used by any other party for any purpose. The following safeguards must be followed when the Confidential Information is disposed of (i) *Notes, files, reports and information*: All paper documentation must be fully shredded. Paper shredding must be conducted by a bonded, confidential destruction service; and (ii) *Information stored on computer*: When computer equipment is disposed of, steps must be taken to ensure all Confidential Information contained on the hard drive, all computer disks and any other memory systems are rendered irretrievable. Simply deleting or erasing data is not sufficient.

The WCB may be required to provide a copy of this document to third parties pursuant to disclosure requirements under *The Freedom of Information and Protection of Privacy Act*.

13. Premises/Equipment

The following requirements are necessary to the Service Provider's clinic:

- Adequate space for a reception area, waiting area, audiometric testing room and consulting room as per the ANSI Standards;
- Consulting and testing rooms which ensure the proceedings between the Service Provider and Workers are confidential;
- Appropriate access for elderly and disabled Workers;
- Access to washroom facilities;
- A Service Provider's practice must be clearly identifiable from the exterior of the premises by such means as signs, plates and/or window lettering; and
- The Service Provider must provide a full range of services at its permanent site to meet the requirements of clinical standards. Workers must be able to receive timely clinical services and obtain professional advice and support when needed. The Service Provider's support staff must be well trained and available to provide a quality service to Workers.

Exceptions to the above requirements may be made in the case of satellite offices where full audiological assessments do not take place.

14. Termination or Suspension of Agreement

The WCB reserves the right to refuse to pay for all or any part of a service provided to a Worker upon the occurrence of any of the following events including, but not limited to:

- Failing to deliver services in accordance with the terms of the *General Guidelines* to the satisfaction of the WCB;
- Failing to ensure that the services are provided by the appropriate qualified and/or certified personnel and in compliance with applicable regulations and/or licenses and as required by the *General Guidelines*;
- Filing of misleading information with the WCB or misrepresenting services or fees on invoices; or
- Failing to rectify deficiencies of the services in accordance with written notice of same as provided by the WCB.

Refusal to pay an invoice shall be provided in writing by the WCB and may be without notice and will be effective upon receipt (or deemed receipt) by the Service Provider. Upon such notice the WCB will no longer accept financial responsibility for services provided by the Service Provider to a Worker. Workers seeking services shall be referred to an alternate Service Provider by the WCB.