



Australian Government
Department of Health



Hearing Services Program

FAQs - Program Transition

- Table of Contents

FAQs - Program Transition 1
 How do we get information about the new legislation and contract?..... 4
 How do we give feedback or ask questions during the transition period? 4

Consumer protections 4
 What consent is required to issue vouchers?..... 4
 If a program client requests to be removed from our database what do I need to do?..... 4
 Can we keep copies of client records when the client relocates?..... 5
 What are acceptable marketing practices? 5
 Are workers’ compensation clients eligible for HSP services? 6

Schedule of Service Items and Fees 6
 What is happening with the Schedule of Service Items and Fees? 6
 What services are available to vouchered clients?..... 6

Service Management Systems..... 6
 What are the requirements for ambient noise management in home and aged care settings?..... 6
 What guidance is there for provider customer service personnel? 7

Device Quotes 7
 Do we need to supply a device quote for every device we recommend?..... 7
 What is the difference between the device quote and a device invoice?..... 7
 Can we have the device quote and private services acknowledgement on one form?..... 7
 Do we need to include the device fitting costs on the device quote template?..... 8
 Can we provide a quote on the same date the client decides to purchase a device? 8
 Should the device quote include the BTE dispensing fee with the BTE device costs? 8

Maintenance Services 8
 What maintenance services are available to program clients?..... 8
 What does the device warranty cover?..... 8
 What support services must suppliers provide? 9
 What are the arrangements for maintenance in the year the client was initially fitted with a device?..... 9
 Do I have to charge the client the co-payment amount for maintenance? 10
 Why have the arrangements for maintenance changed? 10
 What happens if the maintenance agreement expires towards the end of a client’s current voucher? 10
 How do the maintenance arrangements affect return voucher issuing?..... 10
 Can we still send out maintenance agreements if the client’s voucher is about to or has expired? 11
 Do we need to get the claim form and maintenance agreement signed by the client? 11
 What is the date of service for the maintenance claim?..... 11
 Do I have to honour the maintenance agreement if it has been signed by the client but they have not paid their maintenance co-payment? 11
 Can maintenance under the program be given to program clients who have private or BYO devices?..... 11
 I have a relocated client who is already on a maintenance agreement with another provider. Am I obligated to give the client maintenance services? 11

Do veterans need to pay the client co-payment for maintenance? 12

What documentation is required to substantiate the maintenance service and that a client entered into a maintenance agreement? 12

What happens if a supplier replaces a device rather than repairs it? 12

Can I pre-populate the client signature date? 12

Can the client digitally sign the maintenance agreement? 12

Private Services **12**

When can I charge a client for a service? 12

Record Keeping **13**

Can original paper records be destroyed after digitisation? 13

Who owns private records? 13

Do we need to keep evidence of power of attorney for clients? 13

Insurance **14**

What are the insurance requirements? 14

Does each practitioner have to have their own professional indemnity insurance? 14

How do we get information about the new legislation and contract?

A [provider transition](#) page is available on the program website. The page provides information on the recent changes, timeframes and links to key information on the new legislation [Hearing Services Program \(Voucher\) Instrument 2019](#) and [Service Provider Contract](#).

How do we give feedback or ask questions during the transition period?

You can provide feedback or raise questions by emailing hearing@health.gov.au.

The program is also seeking feedback via an [online survey](#) regarding the forms and templates released during the transition period.

We understand that some people are concerned about raising issues. If people would like to make comments, PPBs and industry groups are also collecting comments and providing them anonymously to the department.

Consumer protections

What consent is required to issue vouchers?

Consent must be obtained from the client to issue new and return vouchers. The client record should contain information regarding when and how the client consent was obtained.

New Vouchers: Providers must obtain the informed consent of the client (or their power of attorney/legal guardian – requirements vary between states and territories). Clients must understand they are consenting to and authorising the Department of Health to collect, store and disclose their information, including personal information. Prior to doing an eligibility check you must have the client's consent and you must read the consent provisions as documented in the eligibility check process in the portal.

Return Vouchers: Prior to issuing a return voucher, you must obtain the client's consent and confirm the client requires ongoing hearing services. This may be by phone contact with the client or by the client returning their signed maintenance agreement. If using the signed maintenance agreement, and the signature date was after the client's previous voucher expired, the date of service for the maintenance claim will be the date the return voucher was issued.

If the client is not an existing client of the provider, the provider must not issue a return voucher until the client has formally relocated to them.

Please note that providers must ensure they understand their obligations under the [Privacy Act 1988](#), including the [Australian Privacy Principles](#), and the Service Provider Contract. Particularly, providers must ensure they have the appropriate consent in place for their business to access, use and disclose client information.

If a program client requests to be removed from our database what do I need to do?

All providers must comply with the *Privacy Act 1988*, including the Australian Privacy Principles.

If a client withdraws consent to use and disclose information, or requests not to receive marketing, this does not mean you must remove the information held. However, you must have in place processes to prevent the use or disclosure of their information and/or ensure that client is not contacted in anyway. Failure to comply with these requirements can be a breach of the Privacy Act 1988 and/or the Service Provider Contract.

Withdrawal of consent - The *Privacy Act 1988*, allows a person to withdraw their consent for a provider to use and disclose their information at any time. Organisations must make sure their process is easy and accessible, and that clients understand the implications of withdrawing consent. If a client advises a provider that they withdraw consent, the organisation must not rely on the previous consent for any use or disclosure of the client's personal information.

Request to cease receiving direct marketing - [Australian Privacy Principle 7](#) outlines the information required for marketing to clients. All providers must have an easy to understand opt-out process where clients can request not to be contacted.

If a client requests to know how the contact information used for direct marketing was obtained, the provider must disclose this to the client. For example, if it was obtained as they were a previous client or if they obtained the information from a third party.

Contacting a client who has opted out of being contacted may be a breach of the *Privacy Act 1988*. Further information about the *Privacy Act 1988*, including the Australian Privacy Principles, can be found on the [Office of the Australian Information Commissioner](#) website.

Can we keep copies of client records when the client relocates?

Current program client record requirements prevent providers making copies of client records if the client relocates to another provider as the client records are Commonwealth Records for the purposes of the [Archives Act 1983](#).

We understand that providers may have received advice about their other legal obligations regarding client records. The department is currently consulting with other relevant agencies to clarify the situation and will advise providers as soon as a resolution is available.

What are acceptable marketing practices?

Providers are required to understand and comply with all Australian and relevant state/territory consumer laws as specified at clause 38.1 of the Service Provider Contract. The *Privacy Act 1988* also applies regarding advertising and marketing. If a client has asked to be removed from advertising and marketing lists, providers must comply with the requirements of the *Privacy Act 1988*. Breaches of the *Privacy Act 1988* and Consumers laws are very serious.

There are no program specific regulations preventing advertising and marketing, however the *Hearing Services Program (Voucher) Instrument 2019* and Service Provider Contract include restrictions and conditions.

Section 32 of the *Hearing Services Program (Voucher) Instrument 2019* specifies that providers must not make any representation in connection with hearing services to program clients that are, or likely to be, misleading or deceptive. Further, providers must not suggest, directly or indirectly, that program funded hearing services are only available through that provider or that there is any special relationship with the Minister or department that will benefit the client. Providers must not use their accreditation as any form of Commonwealth recommendation or endorsement or that a device on a Schedule of Approved Devices is a recommendation or endorsement of that device.

Section 32(3) of the *Hearing Services Program (Voucher) Instrument 2019* also requires providers to include the phrase 'conditions apply under the Australian Government Hearing Services Program' in any advertisement or statement referring to services and devices provided to program clients. Representation can be verbal or in writing and can include advertising, product packaging, media and online.

Clause 29.1(e) of the Service Provider Contract requires any providers who have terminated their contract to no longer reference being contracted with the Commonwealth in any advertisements, marketing material or other documents.

If offering incentives to clients, providers must ensure they comply with consumer legislation.

The Australian [Criminal Code Act 1995](#) applies to all offences under the *Hearing Services Administration Act 1997*.

Clause 24.1 of the Service Provider Contract requires providers to notify the program if there are any breaches of Commonwealth Legislation including Australian Consumer Law.

For further information about marketing and advertising visit the [Australian Competition and Consumer Commission](#) (ACCC). The ACCC also has available an [Advertising and Selling Guide](#).

Are workers' compensation clients eligible for HSP services?

Only those people who meet the legislated eligibility criteria will be able to obtain a voucher and receive services through the program. As long as they meet one of the criteria, being a workers' compensation client does not restrict someone from receiving program services. Information on the eligibility criteria for the program is available on the [program website](#).

Schedule of Service Items and Fees

What is happening with the Schedule of Service Items and Fees?

To align with the new legislation and Service Provider Contract that took effect on 1 October 2019, an interim Schedule of Service Items and Fees was released to cover the period from 1 October 2019 to 30 June 2020.

What services are available to vouchered clients?

Where clinically appropriate and program requirements are met, clients with a current voucher are entitled to receive a range of specified services that are available through the program. The following services may be available where the service requirements are met:

- an assessment per voucher
- an audiological case management service
- a fitting and follow-up service including a fully subsidised device, or a subsidy towards a partially subsidised device
- annual maintenance and batteries supply, if the client enters into an annual Maintenance Agreement
- a remote control, if the client has a significant functional limitation and/or dexterity issues and cannot effectively manage their device
- an annual client review service, if fitted with a hearing device
- replacement of a device if the device is lost or damaged beyond repair
- rehabilitation service if not receiving a device
- rehabilitation plus services for an initial fitting with a fully subsidised device
- a spare aid, if the client has one aidable ear or has a BI-CROS device.

In exceptional circumstances, an additional assessment or fitting service may be approved as a [revalidated service](#) by the program.

Information on the service requirements are outlined in the [Schedule of Service Items and Fees](#).

Service Management Systems

What are the requirements for ambient noise management in home and aged care settings?

Clause 10.7 of the [Service Provider Contract](#) requires providers to ensure that any site registered for the provider in the portal meets current Australian Standards for ambient noise level testings. As of early 2020, this standard is AS/NZ 1269.4 2014.

In delivering services to program clients, all providers must ensure their personnel comply with the Scope of Practice and Code of Conduct of their relevant practitioner professional body.

The joint Scope of Practice states that practitioners must apply principles and methods in order to adhere to appropriate standards for calibration and maintenance of equipment and for the testing environment. It also states that the test environment must be assessed and improved to make it suitable for audiological assessments.

For locations that are not registered sites such as the client's home or aged care facility, providers are obligated to ensure ambient noise is effectively managed so that it does not impact on quality outcomes for the service. This could include moving the client to quieter room, closing doors, turning off noise sources and/or using testing equipment least likely to be affected by noise.

For further information related to ambient noise level testing please refer to the [Ambient Noise Level Testing and Equipment Calibration Provider Factsheet](#).

What guidance is there for provider customer service personnel?

Contracted service providers are responsible for the actions of their personnel. While the program has specific requirements for qualified practitioners and those delivering services such as rehabilitation plus and device maintenance, there are no specific requirements for customer service personnel. Providers must ensure that all staff, including customer service personnel, comply with program requirements including privacy, and ensuring accurate and reliable information is provided to clients. How providers ensure they comply with their obligations is a matter for each provider.

Device Quotes

Do we need to supply a device quote for every device we recommend?

No, you do not need to provide a device quote for every device recommended. At a minimum, clients must receive a quote for a fully subsidised device that best meets their clinical needs. This is also evidence that you have met the requirements to provide a fully subsidised device option to clients. If the client is considering a partially subsidised device, then a quote must also be provided for the device being considered by the client.

What is the difference between the device quote and a device invoice?

The device quote is a program requirement, in addition to existing consumer requirements regarding quotations. The program device quote requirements are to ensure that clients are able to make an informed choice about the devices available to them through the program. It must be provided to the client on or before the date they are fitted with their devices. A client may wish to consider multiple devices before making a decision.

A device invoice is provided to the client once they have agreed to obtain a specific device and generally outlines details of the goods, costs and if unpaid the amount of funds owing.

The device quote must not appear as if it is an amount owed to the provider, for example as an invoice or bill.

Can we have the device quote and private services acknowledgement on one form?

The device quote and private services acknowledgement must not be on the same form unless the device is being provided as a private service. Almost all clients should be able to obtain a device through the program. Please refer to the [Private Services and Devices Factsheet](#) and [Device Quote Factsheet](#) for further information.

Do we need to include the device fitting costs on the device quote template?

A device quote is required to ensure that clients fully understand their device options and are fully informed about the device and associated costs, including general information about maintenance, repairs and warranties.

The quote is not intended to inform program clients about the fees paid to providers for fitting services.

Currently the quote template cost table includes a line regarding maintenance and repair costs. Based on feedback received and consideration of the intent of the quote, we will revise the quote template and remove the maintenance cost information. The quote will then be specifically focused on the device costs.

Further information about changes to the device quote and other forms will be provided shortly.

Can we provide a quote on the same date the client decides to purchase a device?

Yes, as long as the quote is given to the client prior to the client purchasing the device and the client understands the device supply arrangements. However, clients should be allowed time to decide which recommended device is best for them and if they wish to proceed with a fitting.

Should the device quote include the BTE dispensing fee with the BTE device costs?

Yes, if the device being fitted is a BTE, the quote should include the BTE dispensing fee for each BTE device.

Maintenance Services

What maintenance services are available to program clients?

The [Hearing Services Program \(Voucher\) Instrument 2019](#) (section 41) and the [Schedule of Service Items](#), outlines the services that may be available to program clients.

Maintenance continues to be optional for all program clients and they must be allowed to make an informed choice about whether to enter into a maintenance agreement under the program. A new maintenance agreement must be entered into for each new 12-month period.

The specific conditions for delivering maintenance services and claiming are outlined in the Schedule of Service Items and Fees and include:

- if a client enters a maintenance agreement, they must be provided with necessary repairs and maintenance, and must be supplied with sufficient batteries to support the device use for that client
- for the purposes of maintenance, the device includes the earmould and any attachments necessary for the operation of the device
- repairs must restore the device to its original physical condition, allowing for normal wear and tear and that electroacoustic characteristics and any other features prescribed by the QP are matched to the original fitting
- if repairs cannot be completed when the client presents with an issue, a loan device must be provided to the client if desired.

Maintenance is only available through the program where the device is on a Schedule of Approved Devices and the device has been purchased by a provider from an Appointed Supplier (manufacturer/supplier who has a current Deed of Standing Offer with the Department of Health). Private or BYO devices may still be maintained through the program, if they meet the requirements set out in the legislation, Service Provider Contract and the [Private Services and Devices factsheet](#).

What does the device warranty cover?

In signing a Deed of Standing Offer, suppliers of devices through the program commit to providing warranty services in conjunction with the ongoing consumer legislation.

In supplying a device for provision to program clients, suppliers must ensure they are free from defects in design, materials and workmanship for at least 12 months or longer if a longer warranty period has been negotiated.

During the warranty period the supplier must remedy any defects in the device due to faults attributable to design, workmanship or component failure at no additional cost. If there are any adjustments needed for comfort and accurate fit, the supplier must remake the device at no charge within 90 days of the supply to the client.

If a device is repaired outside the warranty period, the supplier must provide warranty for replaced components for a minimum of 12 months and the workmanship for a period of 3 months from the date the repaired device was supplied.

Warranties do not cover for damage, malfunction or failure resulting from accident, misuse, neglect, physical changes to the client's ears, tampering or foreign objects or matter entering the device. Unless negotiated between the supplier and service provider, the warranty services do not allow for credit return outside the warranty conditions.

What support services must suppliers provide?

In addition to the general requirements of Australian consumer laws, as part of their Deed arrangements with the Department of Health, suppliers of devices to program clients, must provide the following at no additional cost:

- any necessary cleaning instruments and materials for devices
- initial supply of batteries, being a minimum of 3 cells per device
- initial supply of replacement tubes and a range of different-sized domes for OTE devices
- instruction literature accompanying individual devices which is suitable for client use. The literature must cover aspects such as user operated switches, cleaning and maintenance, battery changing and trouble shooting and shall be sufficient to enable normal use of the device
- unless otherwise agreed, turnaround of 5 working days for repairs from receipt of a device from a Service Provider, for ITC and ITE Devices. Repairs must be adequate to restore a device to its original physical condition with allowance for normal wear and tear (except where the damage is so extensive that it would not be reasonable to do so). Repairs must ensure that the electro-acoustical characteristics and any other features prescribed by the Service Provider are matched to the original device
- Australian or New Zealand based capability for maintenance and repair
- access to an Australian or New Zealand based capability for shell-making and assembly, for ITE and ITC Devices
- provision of an effective wax management system for custom devices.

These services must be provided for up to five years following the removal of a device from the device schedule.

Further information about the manufacturers/suppliers obligations are outlined in the [Deed of Standing Offer](#).

What are the arrangements for maintenance in the year the client was initially fitted with a device?

Some initial fitting service items already incorporate the maintenance claim benefit. These claim items can only be used if the client enters a maintenance agreement at the time of fitting. The provider must ensure the maintenance service is provided to the client as required for the 12 months from the maintenance agreement start date. In the case of fittings with maintenance, this is 12 months from the fitting date.

Where the client does not enter into a maintenance agreement, a fitting service that does not include maintenance must be claimed. The client is not able to receive program funded maintenance services without a maintenance agreement. General consumer protections continue to apply. The client can elect to enter a maintenance agreement at any time in the future.

Do I have to charge the client the co-payment amount for maintenance?

The co-payment is not mandatory and it is a decision for each provider to determine whether it will charge the co-payment. If the client signs a maintenance agreement, providers can claim the maintenance service through the program even if they decide to waive the co-payment.

Providers can charge a higher than standard maintenance fee for partially subsidised devices, however clients must be informed about this at the time of purchasing the device and in each annual maintenance agreement.

Why have the arrangements for maintenance changed?

In accordance with the new program legislation and Service Provider Contract, services to program clients must be provided and delivered during the client's current voucher period. For maintenance, this means that the maintenance agreement commencement date must be within the start and end date of the client's current voucher.

The changes resulted from a number of issues including:

- clients being unclear about what is covered by a maintenance agreement and not fully understanding the maintenance and repairs services available to them
- clients receiving automated renewal notices without the notices being clear that each maintenance agreement is optional and in some cases appearing as if it was a bill
- providers claiming for maintenance even though the client has not agreed to a maintenance agreement
- previous use of the claim form as the maintenance agreement without sufficient information being provided to clients regarding maintenance services
- automated renewal of maintenance by some providers where the client is deceased or is no longer using their devices.

The Australian Competition and Consumer Commission has also identified practices regarding maintenance with some providers which breach consumer law.

Please note that a provider's failure to check a client's eligibility, voucher status or available services does not allow a provider to charge a client for a service if that service would have been available to them on a voucher had the provider checked their status.

What happens if the maintenance agreement expires towards the end of a client's current voucher?

As long as there is no current agreement, a new maintenance agreement can be entered into at any time between the start and end date of the client's current voucher. However, if the period covered by the maintenance agreement extends beyond the voucher period, the maintenance agreement must still be honoured.

How do the maintenance arrangements affect return voucher issuing?

Providers must only issue a return voucher for a client if there is an ongoing need for the services. When processing a request for a return voucher in the portal, the provider must certify that the client has an ongoing need for hearing services.

Providers can notify a client that their voucher is about to expire and provide an opportunity to come in and discuss their rehabilitation plan, receive a client review service if available and/or if the maintenance agreement is due for renewal offer a new maintenance agreement.

A maintenance claim can only be submitted if the date of service is between the start and end date of the client's voucher.

If a client's voucher has expired, the provider can use the returned maintenance agreement as evidence that the client needs ongoing hearing services.

Can we still send out maintenance agreements if the client's voucher is about to or has expired?

You can send a maintenance agreement to clients for signature up to 45 days before the current agreement is due to expire. If you have a signed agreement from the client to enter a maintenance agreement but you realise the client's current voucher has expired, you can check the client's eligibility and reissue a voucher if they are still eligible. The signed maintenance agreement confirms the client still requires ongoing services. The start date of the maintenance agreement will be the return voucher issue date or the signed date whichever is later, but must be after the expiry date of the previous agreement.

Do we need to get the claim form and maintenance agreement signed by the client?

The claim form no longer requires the client's signature, except if during the transition period you are still using the old claim form to obtain the client's agreement to enter into a maintenance agreement.

From 1 April 2020, the claim form must not be used as the client's agreement for maintenance services through the program.

What is the date of service for the maintenance claim?

The date of service is the commencement of the maintenance agreement, which should be no earlier than the expiry date of the previous agreement. If the client signed the agreement prior to their current agreement expiring, then the date of service will be the day after the expiry date. If the client signed the agreement after the expiry of their current agreement, then the date of service will be the date the agreement was signed or the co-payment was paid (where applicable).

For relocated maintenance (items 711/722), the date of service is the date the client signs the maintenance agreement and cannot be before the client's relocation has been processed in the portal.

Claims for payment must not be submitted until after the date of service and providers confirm the requirements have been met.

Do I have to honour the maintenance agreement if it has been signed by the client but they have not paid their maintenance co-payment?

If the client has signed a maintenance agreement but fails to pay the required co-payment it is a decision for the provider to determine whether they will honour the agreement. If the agreement is signed by the client and program requirements are met, the provider can still submit the maintenance claim to the department. The co-payment is not compulsory.

We are aware that some providers do waive the co-payment. Once a maintenance claim has been submitted to the department, the maintenance agreement must be honoured.

Can maintenance under the program be given to program clients who have private or BYO devices?

Program clients who have purchased private devices from a provider or have brought their own devices from another source may still be eligible for ongoing maintenance. However, there are a number of considerations before the program will accept these devices for maintenance.

Please refer to the [Private Services and Devices Factsheet](#) for information.

I have a relocated client who is already on a maintenance agreement with another provider. Am I obligated to give the client maintenance services?

If a client relocates to a new provider and the client has an existing maintenance agreement that has not expired, the new provider can claim a relocated maintenance claim (items 711/722). The relocated maintenance claim item aims to prevent clients and new providers being disadvantaged and covers both the claim amount and the client co-contribution.

The date of service for the relocated maintenance claim is the date the client signs the maintenance agreement and cannot be before the client's relocation has been processed in the portal. Once a relocated maintenance claim has been approved, the new maintenance period is for 12 months from the date of service of the relocated maintenance service item. The program routinely monitors relocated maintenance claims.

Providers who have novated agreements with another business and clients have been transferred to them, must honour existing maintenance agreements without claiming a relocated maintenance service item.

Do veterans need to pay the client co-payment for maintenance?

Program clients who have a Department of Veterans' Affairs (DVA) Gold or White (hearing specific) card and have chosen a device from an approved schedule of devices are exempt from paying the standard annual maintenance agreement fee. DVA will cover the costs of the maintenance co-payment for these clients.

If a partially subsidised device is purchased and a maintenance amount above the standard is agreed, neither the program or DVA cover the amount above the standard rate as set in the Schedule of Service Items and Fees. All clients, including veterans, who have chosen a partially subsidised device will be required to pay the difference between the standard maintenance co-payment rate and the agreed rate for the partially subsidised device. Clients should understand this before purchasing a partially subsidised device.

Information about the program and veterans is available on the [program website](#).

What documentation is required to substantiate the maintenance service and that a client entered into a maintenance agreement?

From 1 April 2020, the client record must contain an annual [maintenance agreement](#) form (which is separate to the claim form), which must be signed and dated by the client.

If the client has relocated to the provider, the client record must also contain the client's [relocation authorisation](#).

The client record should also contain the dated claim for payment form and dated file notes relating to maintenance provided to the client's device.

From 1 July 2020, evidence requirements will be documented within the Schedule of Service Items and Fees.

What happens if a supplier replaces a device rather than repairs it?

This has been raised with the department as an issue and the department will review the matter and provide feedback to providers shortly.

Can I pre-populate the client signature date?

If the maintenance agreement is being sent out for the client to sign and return the form, it must not be pre-populated. However, if the agreement is signed by the client in the presence of provider personnel on the specified date, the specified date can be pre-populated.

Can the client digitally sign the maintenance agreement?

Yes, you can have the maintenance agreement signed by the client digitally but you must be able to demonstrate it was obtained from the client on that date. Providers must not store client signatures for use with forms without the client's knowledge and agreement.

Private Services

When can I charge a client for a service?

For program associated services, you can charge a client for the maintenance or replacement co-payment as set in the Schedule of Service Items and Fees. You can also charge a client for an amount above the government subsidy for a partially subsidised device, where agreed by the client. This amount must be listed on the device quote.

Since 1 October 2019, providers may also charge clients for private services and devices where the service or device is not available to the client through the program. Specifically where:

- the service is not provided through the program, for example ear wax removal, tinnitus management; or
- the client has received all the services on their voucher, and the client is not eligible for a revalidated service.

Clients must agree to the provision of private services before the service is provided. Providers cannot charge a client for a private service because they provided the service before checking whether that service was available through the program. For example, a client review service was provided however it was provided within 12 months of the previous client review.

Record Keeping

Can original paper records be destroyed after digitisation?

There is currently a disposal freeze on client records as these fall under the terms of reference for the [Royal Commission into Violence, Abuse, Neglect and Exploitation of People with Disability](#). If you are currently digitising client records to move to fully electronic record keeping, please contact us to determine if you will be able to destroy client records after they are digitised, and the requirements you will need to meet to do this.

Once the disposal freeze is lifted, and after receiving advice from the department, digitised paper records should be able to be destroyed. However, you should check your obligations regarding tax records etc.

Specific requirements regarding digitisation and destruction is available in the [Management of Client Records Provider Factsheet](#).

Who owns private records?

If a client obtains a private service from a contracted service provider, the records associated with that service belong to the service provider. Those documents do not have to be transferred if a client relocates to a new provider. However, to ensure continuity of care, details of the private service should be documented on the client record. For example, case notes outlining that the client received ear wax removal and tinnitus services and the outcomes of those services.

There are other record keeping requirements as outlined in the [Private Services and Devices Factsheet](#).

Do we need to keep evidence of power of attorney for clients?

There are different types of power of attorney (POA) and guardianship requirements. Legal requirements regarding POA, guardianship and equivalent arrangements differ between states and territories. The Service Provider Contract requires all providers to comply with relevant POA or equivalent arrangements. All providers should understand their obligations regarding these arrangements where they operate. The requirements will vary depending on the type of POA or guardianship in place.

Before taking any action, providers should understand if a client has a POA or equivalent arrangement in place and must ensure they comply with those requirements. Evidence of the type of arrangement should be on the client record. For consent, providers should note on the client file if a person signing on behalf of the client is a POA or equivalent. Providers may also require POA or equivalent consent for relocations depending on the arrangements in place. Providers can be asked to provide evidence supporting these arrangements.

Further information regarding requirements for power of attorney and other equivalent arrangements will be provided shortly.

Insurance

What are the insurance requirements?

Insurance must be on a claims/occurrence basis. Information regarding insurances are outlined in the [Insurance Factsheet](#).

Does each practitioner have to have their own professional indemnity insurance?

No, it is not a requirement for every practitioner to have their own insurance.

All contracted service providers must have public liability and professional indemnity insurance in place. For professional indemnity insurance, this could be each professional staff member having their own professional indemnity or a business having professional indemnity which covers their professional staff. The arrangements a provider has in place to meet their professional indemnity insurance requirements is a decision for them.