

# LRS CHAPTER 4, TECHNICAL ASSISTANCE & GUIDANCE MANUAL



Part	Name	Effective Date
412.05	Hearing Aids	*March 12, 2021**
<b>Authorization</b> Federal Register, Volume 81, Department of Education, 34 CFR 361, Part VI, State Vocational Rehabilitation Services Program, §361.37, §361.38, §361.41.		

## HEARING AIDS

Hearing aid services can be provided if directly related to the consumer's ability to enter gainful employment or maintain gainful employment commensurate with the agreed upon competitive integrated employment goal. Hearing Aids are subject to both consumers' ability to participate in the cost of such services and exploration and use of comparable services and similar benefits. (Refer to appropriate Chapter 4, Parts of 412 for further guidance/information.)

### I. REPLACEMENT OR REPAIR OF HEARING AID(S)

If a consumer is requesting replacement or repair of a hearing aid(s) that is less than three years old the following applies:

- A. Consumer must have vendor of his/her choice check the aid(s) LRS will not pay to have the aid(s) checked.
- B. If repair or replacement is needed, vendor must send a price quote with recommendation to the Counselor.
- C. Exception is required by the Regional Manager for routine maintenance (including repairs and replacement parts) prior to three years unless due to a significant change in hearing. Routine maintenance will not be provided once the consumer is employed.

### II. HEARING AID OPTIONS

LRS will purchase basic to mid-level hearing aids at the manufacturer's invoice cost, including discounts, up to the maximum amount allowed per aid based on vocational necessity (employment or training). If the consumer desires a more expensive hearing aid than the one that is being recommended for vocational purposes, then the consumer will be responsible for the additional cost to obtain the more expensive hearing aid.

### III. DIAGNOSTIC EVALUATION

A prescription is needed before purchasing hearing aids and should be attached to the AWARE case record. The prescription consists of a hearing evaluation conducted by an otolaryngologist (ENT) or Otologist, if not previously completed. An audiological evaluation is also required by a licensed audiologist. The audiologist's report should specify the vocational impact of the hearing loss, including the consumer's specific, job-related communication needs. Most importantly, the audiologist must detail recommendations for accommodating the hearing loss to meet the vocational needs of the individual.

### IV. PREPARING CONSUMER FOR RECEIPT OF HEARING AID

This information is to be used as a guide by the Counselor to discuss important areas with the consumer regarding the purchase of hearing aid(s) during the planning session(s) and development of the Plan. This section can be copied and given as a handout to consumers for their reference.

A. Maintenance - Counselor will advise ALL consumers that they should expect to receive the following information when going to the vendor's office to be fitted for hearing aid(s):

1. The length of the warranty and what is covered, etc.

NOTE: If Counselor is purchasing the extended warranty, consumer should be informed of this during the planning interview.

2. The routine/daily care procedures.
3. The regularly-scheduled maintenance appointments required. (i.e., every 3 to 6 months, etc.; this varies with each vendor)

B. Replacement - Counselor will discuss with and advise all consumers of the following:

1. LRS and/or vendor will not be responsible for misuse of hearing aid(s) or consumer negligence. (i.e. Dog chewed it up; it was washed in the washing machine; it was dropped in the sink; loaned to a friend/family member, etc.)
2. The average life expectancy of the hearing aid(s) is at least 3 years;
  - a. LRS expects consumer to take proper care of the newly-purchased hearing aid(s) to ensure that the aid lasts at least the average life expectancy, if not longer.
  - b. LRS will not replace the hearing aid(s) before the three (3) year minimum period has expired unless there are significant changes in hearing loss or extenuating circumstances.

- c. Any assistance with the replacement of the hearing aid(s) is dependent upon the consumer's maintenance and care of the hearing aid(s).
- d. LRS will not replace a hearing aid(s) that has not been properly maintained or cared for.

C. Counselor/Consumer Responsibilities

1. Counselor should:

- a. Inform consumer that the first 30 days is a trial period.
- b. Emphasize to the consumer it is mandatory to report ANY problems during the 30-day trial period to the Counselor.

NOTE: Counselor should follow consumer closely during trial period and request replacement of hearing aid(s) if applicable. Contact the regional Counselor for the Deaf or Executive Director of Blind Services in State Office for technical assistance.

- c. Consider scheduling a face-to-face interview approximately 2 to 3 weeks after the consumer has received the hearing aid. This will help Counselor better determine how well consumer has adjusted to the hearing aid(s) and how aid(s) is functioning.

2. Consumer must:

- a. Contact Counselor within five (5) days after receiving the hearing aid(s).
- b. Contact Counselor two to three weeks later to let counselor know how the hearing aid(s) is performing and if they are satisfied. (i.e. does aid(s) work well; does aid(s) fit appropriately; is consumer's hearing ability improved?)
- c. Contact Counselor IMMEDIATELY if there are problems with the hearing aid(s) during the first month of ownership.

## V. **EXTENDED WARRANTY FOR HEARING AID(S)**

Discretion should be used by the Counselor when purchasing extended warranties. Vendors purchase extended warranties from the manufacturer and, in turn, offer this coverage to LRS. Some manufacturers do not offer extended warranties. If the Counselor feels the consumer needs this added coverage, the hearing aid(s) should be purchased from a vendor who has the extended warranty coverage available.

- A. Things such as the consumer's work environment, job duties, etc., should be considered before purchasing this added coverage. (i.e. consumer works outside or in a humid environment that causes harder than normal wear on the life of the hearing aid.)
- B. For some behind-the-ear (BTE) hearing aids, extended warranties are mandatory at the time of purchase.

## VI. PURCHASING GUIDELINES FOR HEARING AIDS

- A. The Counselor must inform the vendor of the Agency's requirements of the vendor relative to hearing aid purchases.

NOTE: If the consumer is deaf and relies on sign language for communication, the vendor should make arrangements to have an interpreter at the fitting session. If the vendor has any difficulty in providing this service, they should contact the Counselor for technical assistance.

- B. After receiving the prescription, the Counselor/RCA must obtain a price quote and attach this to the AWARE case record. The vendor's price quote must be based on the prescription Counselor receives from the diagnostic evaluation.

- C. The hearing aid price quote from the vendor MUST adhere to the following:

1. An itemization to include the manufacturer's invoice cost of the hearing aid(s); any additional allowable options added; LRS pre-set fitting fee; ear mold(s), if applicable, and extended warranty (if applicable).

The cost of the extended warranty should not exceed a maximum of \$75.00 per aid.

- a. The average cost is approximately \$40.00 to \$50.00 per aid.

- b. The cost is dependent on the features of the hearing aid.

2. Counselor Responsibilities

- a. Counselor is to ensure the following in regards to the LRS pre-set fitting fee. \*The fitting fee is calculated per consumer at \$550.00 if the consumer needs one aid (monaural) or \$900.00 if the consumer needs two aids (binaural).\*\* Refer to Vendor Requirements for Dispensing Hearing Aids (RS-8C) for services that are included in this cost.

- b. \*Under no circumstances can the vendor charge \$550.00 fitting fee per aid (total cost of \$1,100.00) to fit two aids (binaural) on one individual consumer.\*\*

- c. Counselor is to refer to Assistive Technology Services/Devices Chart (Chapter 4, Part 412.04) and Vendor Requirements for Dispensing Hearing Aids (RS-8C) for agency fees/maximum allowable costs, and services provided.

- D. After receipt of the itemized price quote, the Counselor will proceed with completing the IPE/Plan. The completed IPE/Plan should be submitted to the District Supervisor for approval unless Counselor is on Independent Status. Upon approval of the IPE, the RCA/Counselor will enter the authorization(s). See Chapter 4, Part 411.1 for further instructions on Secondary Approval requirements.

If the total of all items/services on any IPE/ Plan is equal to or greater than \$25,000, it shall be considered “high cost.” In these instances, all Counselors must have the IPE/Plan approved by both the District Supervisor, and Regional Manager.

- E. The Counselor/RCA must process payment through AWARE after the 30-day trial period and after appropriate contacts between counselor and consumer. (Refer to VII. below, Method of Payment).
- F. The vendor sends an invoice to the Counselor after the hearing aid has been fitted on the consumer AND the 30-day trial period has been met.
1. The Counselor should not process payment during the first 30 days the consumer wears the hearing aids because this is considered the trial period.
  2. The vendor must include the following information on the invoice before payment can be processed:
    - a. Consumer’s signature and date of delivery to consumer
    - b. manufacturer’s invoice cost of the hearing aid(s), including discounts
    - c. list of any additional allowable options added
    - d. fitting fee
    - e. cost of ear molds (if applicable)
    - f. if applicable, type of warranty, what the warranty includes, including length of coverage (basic or extended)
    - g. copy of the original manufacturer’s invoice listing the cost of the hearing aid(s), ear molds, if provided, and shipping cost. This must be attached to the vendor’s invoice. The cost listed on the vendor’s invoice for the hearing aid(s) must be the same as the amount listed on the manufacturer’s invoice. LRS will not pay more than the manufacturer’s invoice cost, including discounts for the hearing aid(s).

**VII. METHOD OF PAYMENT**

Prior to the Counselor/RCA authorizing payment to the vendor/provider after actual delivery of item(s)/services AND after the 30-day trial period has been met, the following must be followed:

- A. The provider must provide an invoice in order to receive payment. If the provider/vendor does not have an invoice, the provider may use LRS’ form RS-22 Standard Invoice.
- B. The Consumer must verify that services were secured as outlined on the invoice. The Consumer can either write anywhere on the invoice that the goods and/or services have been received or submit in writing (e-mail acceptable), a note to the Counselor indicating that the goods/services have been received. By doing so the Consumer is requesting LRS to make payments to the provider.
- C. Counselors are authorized to withhold payment for services until A-B above are received. If there are disagreements or evidence of significant departures from the original agreements then an administrative review of the case will be conducted to determine the appropriate, legal resolution.

Hearing Aids Fee Schedule –	
Manufacturer’s invoice cost	\$1,200 <sup>1</sup> (per hearing aid)
Additional allowable options	
Warranty, as applicable	
Ear Mold (if provided)	*\$50 (per ear mold)**
Shipping and Handling of hearing aid(s)	Actual Cost
Fitting Fee (per Consumer)	*\$550 (1 aid – monaural) \$900 (2 aids-binaural)**

<sup>1</sup> The fitting fee is not included in this price