

Hearing, Speech, RLD

From: "Bernard D. Steinberg" <berniedan@yahoo.com>
To: "Speech.Hearing@state.nm.us" <Speech.Hearing@state.nm.us>
Sent: Thu, Oct 10, 2019 04:07 PM
Subject: Informed Disclosure Language about Telecoil Technology

Dear Board Members -- The New Mexico Speech/Hearing licensing board will soon vote on a rule that will require a clause on all hearing aid sales contracts that says the purchaser was informed of telecoil technology prior to the sale of the applicable hearing aids.

I applaud the board for its desire to have hearing aid purchasers become knowledgeable about telecoils and magnetic audio induction looping technology when considering purchasing a hearing aid. I think that having a clause in the hearing aid sales documentation memorializing that disclosure is a good idea.

However, as apparently proposed, the clause is stated in the passive voice. There is no language that says who provided the information or who received the information. Without some written acknowledgment on the contract of actual delivery and receipt of that information by the hearing aid seller and purchaser, I respectfully submit that the proposed rule lacks the language necessary to make it substantively meaningful and operative.

As is the consistent practice in medical and hospital protocols, informed disclosure requires that the patient acknowledge, in writing, either with a signature or initials, that he or she has actually received and understands the information concerning the treatment or procedure proposed to be administered. The disclosure information can be provided to the patient either orally or by documentation, with an appropriate individual available to answer questions. Even pharmacies offer the customer the opportunity to speak with a pharmacist if the customer has any questions, and the pharmacy has the customer indicate digitally if he or wishes or does not wish to speak with a pharmacist.

I respectfully suggest that, notwithstanding the passive language that other state boards have used in similar situations, the New Mexico Board revise the clause to require the initials of both the buyer and the seller acknowledging delivery and receipt of telecoil technology information and that the sales contract state whether or not the applicable hearing aids have telecoils in them.

I am writing this for myself as a hard of hearing individual and not speaking for or as a representative of the Hearing Loss Association of America (although the HLAA is an enthusiastic promoter and supporter of and advocate for looping and telecoils).

Very truly yours,

Bernard D. Steinberg
President, Denver Chapter
Hearing Loss Association of America

The Seven Last Words of dying organizations: "*We have always done it that way.*"