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To Whom It May Concern,

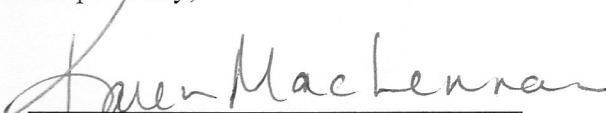
As both an audiologist in private practice and an installer of hearing loops, I am intimately familiar with the benefits afforded my patients by telecoils and by hearing loop technology. The look of utter joy I've seen on their faces when they first experience the use of their telecoils in a looped environment is a regular reminder of why I have chosen to be in this profession and of the continuing value of this time tested technology.

I have followed the initiative in New Mexico to require the counseling of hearing aid buyers on this technology prior to the dispensing of hearing aids with considerable interest. I've been provided with a copy of the planned rule being put forward by the New Mexico Speech-Language Pathology, Audiology and Hearing Aid Dispensing Practices Board to institute such a rule. This rule will ensure that consumers with hearing loss will be informed sufficiently to make an educated decision as to whether or not they would benefit from the availability of telecoils in their hearing aids.

That being said, the proposed rule that all sales contracts for hearing aids carry a claim that the client has been given the required counseling concerns me. Audiologists and hearing instrument specialists are expected to abide by the rules that govern their practice and by the best practices recommended by their professional associations. Unfortunately not all practitioners adhere to those standards at all times and I can foresee instances where a hearing care professional will, to save time, dispense with the called for counseling. Then, should that client later learn about telecoil technology and file a complaint because he or she was not told about it and feels it has caused that person harm, that clause on the contract could be shown by the dispensing professional as proof that it took place, denying the client the right to any sort of relief.

I know the Committee for Communication Access in New Mexico has proposed alternative language for that proposed clause and it is my opinion that what they have proposed could prevent such violations of the rules and of the code of ethics of ASHA and the AAA from occurring while still protecting the provider against untruthful claims of injury on the part of a client. I urge you to support revision of the proposed rule to incorporate the principles presented in the CCAnm alternative.

Respectfully,


Karen MacLennan, AuD